

STIPULATION OF SETTLEMENT

This Stipulation of Settlement ("Settlement Agreement") is reached by and between Plaintiff Daniel Moreno ("Plaintiff"), individually and on behalf of all members of the Settlement Class, defined below, and Defendant Peters Fruit Farms, Inc. ("PFF" or "Defendant"). Plaintiff and Defendant are referred to herein collectively as the "Parties." Plaintiff and the Settlement Class are represented by Daniel J. Brown and Ethan Surls of Stansbury Brown Law ("Class Counsel"). PFF is represented by Michael J.F. Smith and John Migliazzo of Michael J.F. Smith, APC.

Plaintiff filed a class action complaint ("Complaint") against PFF on June 21, 2021, in Kings County Superior Court, Case No. 21C-0196 which alleges causes of action for: (1) minimum wage violations (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) failure to reimburse for necessary business expenses; (6) wage statement violations; (7) waiting time penalties; and (8) unfair competition.

Plaintiff filed a First Amended Class and Representative Action Complaint ("FAC") on September 3, 2021, to add an additional cause of action for civil penalties under the Private Attorneys General Act ("PAGA") pursuant to Labor Code Sections 2698 *et seq.* As a condition of settlement, Plaintiff will request the Court approve the filing of a Second Amended Class and Representative Action Complaint ("SAC") to add factual allegations for failure to provide suitable seating and unlawful deductions from earned wages. The Complaint, FAC, and SAC are referred to hereinafter as the "Lawsuit".

On December 9, 2021, the Parties attended and participated in good faith, arms' length settlement discussions at a mediation before Mediator Mark Keppler, Esq. Prior to mediation, the Parties conducted significant investigation of the facts and law. This included review and analysis of Defendant's policies and putative class members' time records and payroll records. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding Plaintiff's claims, the defenses thereto, and the damages and penalties claimed by Plaintiff in the Lawsuit. As a result of the Parties thorough investigation of the allegations and defenses thereto, they were able to reach an agreement at the mediation after extensive negotiations.

Therefore, given the risks and uncertainties of litigation, the Parties have agreed to settle this Lawsuit on the terms set forth herein and subject to the approval of Court. Nothing herein shall be construed as an admission of any wrongdoing or of liability as the Settlement Agreement is intended solely to allow the Parties to buy their peace and resolve the disputed claims asserted in this Lawsuit.

1. **Certification for Settlement Purposes.** For the purposes of this Settlement Agreement only, the Parties stipulate to certification of the following Settlement Class:

1. **Settlement Class** – All individuals who worked for Defendant Peters Fruit Farms, Inc. ("Defendant") in California as non-exempt hourly employees similarly situated to Plaintiff from June 21, 2017 through February 28, 2022 ("Settlement Class" or "Settlement Class Members").

Attached as Exhibit "A" is a true and correct list of the employees bound by this Settlement, identified exclusively by employee number as of the date of the signing of this Agreement. Defendant represents there are 220 Covered Employees in the representative period of time encompassed in the Settlement Period, including Plaintiff.

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure or Federal Rule of Civil Procedure Rule 23.

If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Amendment to Complaint.** The Parties agree that Plaintiff will stipulate to the filing of a Second Amended Complaint ("SAC"), and will submit an amended PAGA notice pursuant to Labor Code § 2699.3 to the LWDA in order to add factual allegations related to: (i) failure to provide suitable seating; and (ii) unauthorized deductions.

3. **Releases.**

A. **Releases by Settlement Class Members.** Plaintiff and every member of the Settlement Class (except those who opt out, as described below) will fully release and discharge Defendant, its past, current, and future officers, directors, shareholders, and employees, agents, principals, heirs, representatives, and its respective successors, predecessors in interest, parents subsidiaries, affiliates, and attorneys (collectively the "Released Parties") from all claims based on the facts plead in the operative Complaint ("FAC"), the pending Second Amended Class and Representative Action Complaint ("SAC"), the PAGA Notice, or the to-be-filed amended PAGA notice, or which could have been plead on the factual allegations in the foregoing documents, that arose during the Class Period, including alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 221, 223, 225.5, 226, 226.3, 226.6, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2699, 2802 and the applicable wage order arising from (i) minimum wage violations (ii) failure to pay all overtime wages; (iii) rest period violations; (iv) meal period violations; (v) failure to reimburse business expenses (vi) wage statement violations; (vii) waiting time penalties; (viii) unlawful deductions from wages; (ix) failure to provide suitable seating; (x) all claims arising out of unfair business practices under Business & Professions Code § 17200, *et seq.* that could have been premised on the claims that were pled or could have been pled based on the factual allegations in the SAC, and (xi) all claims for civil penalties under the PAGA, that could have been premised on the claims that were pled or could have been based on the factual allegations in the SAC (collectively, the "Released Claims"). Released claims also includes a) claims that could have been brought under the Fair Labor Standards Act or similar federal or state governmental agencies regulating wage and hour or labor and employment laws; and b) penalties, interest, costs, and attorneys' fees; that were pled or could have

been based on the factual allegations in the SAC. For members of the Settlement Class who do not validly opt out, the release period shall run from June 21, 2017, through February 28, 2022 ("Class Period"). The release applies regardless of whether the Class Member deposits his/her settlement check.

- B. **Parties' Mutual Release of Unknown Claims.** The Parties have agreed to release, in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against each other and the Released Parties. Each Party understands that this release includes unknown claims and that he or it is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

However, to the extent that either Party has claims that cannot be released as a matter of law (i.e., workers' compensation claims), then those claims will not be released.

- C. If PFF fails to fully fund the Settlement as provided for by this Settlement, then the releases in this Settlement will be null and void.
4. **Settlement Payment.** In exchange for the releases set forth in this Settlement Agreement, PFF agrees to pay a common fund of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) (the "Maximum Settlement Amount" or "MSA") in full and complete settlement of this matter, as follows:

- A. The Maximum Settlement Amount shall be deposited with the Settlement Administrator within fifteen (15) days of the date of Final Approval (which, for this purpose, shall be defined as the date on which the Court enters an Order granting Final Approval, or solely in the event that there are any objections to the settlement, the filing of an objection being a prerequisite to the filing of an appeal, the later of: (i) the last date on which any appeal might be filed, or (ii) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review); The Settlement Administrator shall hold all portions of the Maximum Settlement Amount in an interest-bearing account for the benefit of the Settlement Class until the time for disbursement to the Settlement Class as called for in this Settlement Agreement. The disbursement shall be made within fifteen (15) days of (a) the day after the last date by which the final judgment in the Action may be appealed, and no appeal is filed; or (b) if an appeal of final judgment is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal's decision passes, and no further review is requested; or (c) if an appeal of the final judgment is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and review of the Court of Appeal's

decision is requested, the day after the request for review is denied with prejudice and/or no further review of the judgment can be requested; or (d) if review is accepted, the day the California Supreme Court affirms the settlement. The Settlement Administrator shall disburse (i) Plaintiff's attorneys' fees and costs; and (ii) Plaintiff's Class Representative Enhancement Payment to Plaintiff's counsel.

B. This is a non-reversionary settlement. The Maximum Settlement Amount includes:

- (1) All payments to the Settlement Class;
- (2) All fees and expenses of the Settlement Administrator associated with the administration of the settlement, which are anticipated to be no greater than Seven Thousand Two Hundred Fifty Dollars and Zero Cents (\$7,250.00).
- (3) Up to Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff's Enhancement Payment, subject to Court approval, in recognition of Plaintiff's general release of claims, contributions to the Lawsuit, and service to the Settlement Class. In the event that the Court reduces or does not approve the requested Enhancement Payment, the Settlement Agreement remains in full force and effect, Plaintiff shall not have the right to revoke the settlement for that reason, and it shall remain binding;
- (4) Up to one-third of the Maximum Settlement Amount in attorneys' fees, which is currently estimated to be Sixty Six Thousand Dollars (\$66,000.00), plus up to Ten Thousand Dollars and Zero Cents (\$10,000.00) in verified costs and expenses related to the Lawsuit as supported by declaration. In the event that the Court reduces or does not approve Class Counsel's requested fees and costs, the Settlement Agreement remains in full force and effect, Plaintiff shall not have the right to revoke the settlement for that reason, and it shall remain binding; and
- (5) Five Thousand Dollars and Zero Cents (\$5,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or One Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,250.00) will be payable to the Settlement Class as the "PAGA Amount."

C. Defendant's share of payroll taxes shall be paid by Defendant separate and apart from the Maximum Settlement Amount.

D. **Escalator Clause.** Defendant represents that as of December 9, 2021, there were approximately 213 putative class members. If, at the time of preliminary approval, the number of putative class members has increased by 10% or more (i.e., if there are 234 or more putative class members), then Defendant shall increase the Maximum Settlement Amount on a pro-rata basis equal to the increase in the

number of putative class members (e.g., if the actual number putative class members is 25% greater than 213, Defendant will increase the Maximum Settlement Amount by 25%). Attached as Exhibit "A" is the list of class members specifically bound by this Settlement, which reflects 220 putative class members.

5. **Settlement Award Procedures.** Settlement Class Members are not required to submit a claim form to receive their Individual Settlement Award. Individual Settlement Awards will be determined and paid as follows:
- A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for the Settlement Administrator's fees and expenses, Plaintiff's Enhancement Payment, Class Counsel's attorneys' fees, Class Counsel's costs and expenses, and the LWDA's share of the PAGA payment. The remaining amount shall be known as the "Net Settlement Fund."
 - B. From the Net Settlement Fund, the Settlement Administrator will calculate each Settlement Class Member's Individual Settlement Award.

Settlement Awards shall be based on the following formula:

- i. **Waiting Time Amount:** Twenty percent (20%) of the Net Settlement Fund shall be designated as the "Waiting Time Amount." Each participating Settlement Class Member who separated their employment from PFF at any time from June 21, 2018 through February 28, 2022 ("Waiting Time Period"), shall receive an equal, pro-rata share of the Waiting Time Amount.
- ii. **Wage Statement Amount:** Fifteen percent (15%) of the Net Settlement Fund shall be designated as the "Wage Statement Amount." Each participating Settlement Class Member who was employed by PFF at any time from June 21, 2020 through February 28, 2022 shall receive a portion of the Wage Statement Amount proportionate to the number of pay periods that he or she worked during the period from June 21, 2020 through February 28, 2022 ("Wage Statement Period").
- iii. **PAGA Amount:** Each participating Settlement Class Member who was employed by PFF at any time from June 21, 2020 through December 9, 2021, shall receive a portion of the One Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,250.00) of the Net Settlement Fund that has been designated as the "PAGA Amount" proportionate to the number of pay periods that he or she worked during the period from June 21, 2020 through February 28, 2022 ("PAGA Period").
- iv. **The remainder of the Net Settlement Fund shall be distributed to each participating Settlement Class Member based on their proportionate share of Eligible Workweeks (defined below) during the Class Period, by multiplying the remaining Net Settlement Fund by a fraction, the numerator of which is the participating Settlement Class Member's Eligible**

Workweeks during the Class Period, and the denominator of which is the total Eligible Workweeks of all participating Settlement Class Members during the Class Period.

An "Eligible Workweek" shall be any workweek in which the Class Member worked at least one day during the workweek based on PFF's records.

- C. Within ten (10) days following the full funding of the Maximum Settlement Amount with the Settlement Administrator by PFF, the Settlement Administrator will calculate Individual Settlement Award amounts and mail Individual Settlement Awards to participating Settlement Class Members and transfer to Class Counsel its attorney's fees and verified costs.
- D. For purposes of calculating applicable taxes and withholdings for the Settlement Class Members, twenty percent (20%) of each Individual Settlement Award shall be designated as wages subject to W-2 reporting and normal payroll withholdings; the remaining eighty percent (80%) of each Individual Settlement Award shall be designated as penalties and interest subject to IRS Form 1099 reporting with no withholdings. Notwithstanding the treatment of the payments to each Settlement Class Member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.
- E. Each Settlement Class Member who receives an Individual Settlement Award must negotiate the settlement check within one hundred eighty (180) days from the date of issuance. The one hundred eighty (180) day expiration of the settlement checks will be pre-printed on the front of the settlement check. Any funds payable to Settlement Class Members whose checks are not negotiated within one hundred eighty (180) days period will not be reissued and will be transferred by the settlement administrator to the Boys & Girls Clubs of Kings County in the name of the Settlement Class Member to whom the check was issued.
- F. Neither Plaintiff nor PFF shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by his or its own acts of omission or commission, the same is true for the Settlement Administrator.

6. **Class Counsel's Attorneys' Fees and Litigation Costs.** PFF will not object to a request for a total award of attorneys' fees to Class Counsel of one-third of the Maximum Settlement Amount, which is currently estimated to be Sixty Six Thousand Dollars (\$66,000.00), plus up to Ten Thousand Dollars and Zero Cents (\$10,000.00) in verified costs and expenses related to the Lawsuit as supported by declaration. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any

objections raised, responses to any intervenors and any appeals necessitated by those objections or intervenors. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when it pays the fee award as approved by the Court.

7. **Plaintiff's Enhancement Payment.** PFF will not object to a request for a Class Representative Enhancement Payment for Plaintiff of Five Thousand Dollars and Zero Cents (\$5,000.00) in exchange for the general release of his claims, his time and risks in prosecuting this case, and his service to the Settlement Class. This payment will be in addition to Plaintiff's Individual Settlement Award as a Settlement Class Member and shall be reported on an IRS Form 1099 by the Settlement Administrator. It is the intent of the Parties that the Enhancement Payment to the Plaintiff is for his services in connection with this Lawsuit and is not wages, therefore the Settlement Administrator shall not withhold any taxes from the Enhancement and shall report it on an IRS Form 1099, which shall be provided to Plaintiff and to the pertinent taxing authorities as required by law. Although it is the contemplation of the Parties that the Enhancement does not represent wages, the Internal Revenue Service, the California Franchise Tax Board, or some other taxing authority may take the position that some or all of the Enhancement Payment constitutes wages for income tax and withholding purposes. Plaintiff agrees to assume the responsibility of remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts required by law, if any, to be withheld by PFF from the Enhancement paid under this Settlement Agreement. In addition, Plaintiff shall hold PFF, Released Parties and Class Counsel harmless and indemnify PFF, Released Parties and Class Counsel for all taxes, interest, penalties, other payments and costs, incurred by PFF by reason of any claims relating to the non-withholding of taxes from the Enhancement.

8. **Settlement Administrator.** PFF will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator nor to Class Counsel seeking Court approval to pay up to Seven Thousand Two Hundred Fifty Dollars and Zero Cents (\$7,250.00) from the Maximum Settlement Amount for its services. The Settlement Administrator shall be responsible for sending all required notices, calculating the Net Settlement Fund, calculating each Class Member's Individual Settlement Award amount, preparing all checks and mailings and disbursing all residuals resulting from uncashed settlement checks as set forth in Section 4(E). The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount by Class Counsel only after checks have been mailed to all Settlement Class Members.

9. **Preliminary Approval.** Plaintiff shall apply to the Court for the entry of an Order:
- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
 - B. Appointing Daniel J. Brown of Stansbury Brown Law as Class Counsel;
 - C. Appointing Daniel Moreno as Class Representative for the Settlement Class;
 - D. Approving Phoenix Settlement Administrators as Settlement Administrator;
 - E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;

- F. Approving the form and content of the Class Notice Packet (which is comprised of the Class Notice, Request for Exclusion Form, and Objection Form attached hereto as Exhibits 1,2, and 3, respectively), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

10. **Notice Procedures.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within fifteen (15) days after entry of an order preliminarily approving this Settlement Agreement, PFF will provide the Settlement Administrator with a class list including the names, last known addresses, and social security numbers (in electronic format) of Settlement Class Members, as well as the total workweeks worked by each member of the Settlement Class during the Class Period.
- B. Within seven (7) days from receipt of the class list information, the Settlement Administrator shall: (i) run the names of all Settlement Class Members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class Members; (ii) update the addresses of any Settlement Class Member for whom an updated address was found through the NCOA search; and (iii) mail the Notice Packet to each Settlement Class Member at their last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. The Settlement Administrator shall use its best professional efforts, including utilizing a "skip trace," to track any Settlement Class Member's mailing returned as undeliverable, and will re-send the Notice Packet promptly upon identifying updated mailing addresses through such efforts. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class Member.
- D. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline (defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class Member immediately, and in any event within three (3) business days of obtaining the updated address. Settlement Class Members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have twenty (20) days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion, challenge or objection.
- E. **Opt-Out/Request for Exclusion Procedures.** Any Settlement Class Member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion

(defined below) to the Settlement Administrator within sixty (60) days of the date of the initial mailing of the Notice Packets (the "Response Deadline").

- i. The Request for Exclusion Form must: (1) contain the name, address, telephone number of the Settlement Class Member; (2) contain a statement that the Settlement Class Member wishes to be excluded from the class settlement; (3) be signed by the Settlement Class Member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion Form fails to comply with items (1)-(3), it will not be deemed a valid Request for Exclusion from this settlement, except a Request for Exclusion Form not containing a Class Member's telephone number will be deemed valid. The date of the postmark on the Request for Exclusion Form, shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the settlement (although the PAGA settlement and release provisions will apply to each such individual, and such individual shall be entitled to their of the PAGA Amount) or have any right to object, intervene, appeal or comment thereon. Any Settlement Class Member who does not submit a Request for Exclusion Form is automatically deemed a participating Settlement Class Member.
- F. **Objections.** Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel as well as filing them with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to respond. To be valid, any objection must: (1) contain the objecting Settlement Class member's full name and current address; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) objections must be postmarked on or before the Response Deadline.
- G. **Challenges to Individual Settlement Award Calculations.** Each Notice Packet mailed to a Settlement Class Member shall disclose the amount of the Settlement Class Member's estimated Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Settlement Award, including the Settlement Class Member's number of Eligible Workweeks during the Class Period, the number of pay periods worked during the PAGA/Wage Statement periods, and whether the Settlement Class Member's employment ended during the period of June 21, 2018 through February 28, 2022. Settlement Class Members will have the opportunity, should they disagree with PFF's records regarding the number of Eligible Workweeks and/or pay periods stated in their

Notice Packet and/or whether their employment ended between June 21, 2018 and February 28, 2022, to challenge the data provided. In order to challenge PFF's data, the Settlement Class Member must provide documentation and/or an explanation demonstrating that PFF's data is incorrect and evidencing the correct number of Eligible Workweeks and or pay periods that the Settlement Class Member believes they should have been credited with and/or evidence of the correct date their employment ended. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. The Settlement Administrator shall provide a copy of the challenge and any supporting documentation to counsel for the Parties within five (5) days of receipt.

- H. **Dispute Resolution.** The Settlement Administrator shall have the responsibility of resolving all disputes that arise during the settlement administration process, including, without limitation, disputes (if any) regarding the calculation of Settlement Class Member's Individual Settlement Awards, the allocation of W-2 wages, and the number of Eligible Workweeks and/or pay periods. Where the information submitted by PFF from its records differs from the information submitted by the Settlement Class Member, the Settlement Administrator shall request a conference call between the Settlement Administrator, Class Counsel, and defense counsel to discuss and resolve the dispute. In advance of the conference call, the Settlement Administrator shall email copies of all available information to all counsel. After consulting with the Parties to determine whether an adjustment is warranted, the Settlement Administrator will finally determine the eligibility for and amount of any Settlement Award. Such determination shall be binding upon the Settlement Class Member and the Parties.

11. **Final Approval Process.** Following preliminary approval and the close of Response Deadline under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's application for Settlement Administrator's fees and expenses, Plaintiff's Enhancement Payment, Class Counsel's attorneys' fees, Class Counsel's costs and expenses, and the LWDA's share of the PAGA payment; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

12. **Non-Admission.** PFF denies that it has engaged in any unlawful activity, that it has failed to comply with the law in any respect, that it has any liability to anyone under the claims asserted in the Lawsuit, and that but for this settlement a class should not be certified in this Lawsuit. Nothing in this Settlement Agreement is intended or shall be construed as an admission of liability or wrongdoing by PFF. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this settlement. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement

Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

13. **Amendments or Modifications.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery or by e-mail at the addresses set forth below, or such other addresses as the Parties may designate in writing from time to time:

if to PFF:

John Migliazzo, Esq.
MICHAEL J.F. SMITH, APC
1391 West Shaw Ave., Suite D
Fresno, CA 93711
jmigliazzo@mjfsmith.com

if to Plaintiff:

Daniel J. Brown, Esq.
STANSBURY BROWN LAW
2610 ½ Abbot Kinney Blvd.
Venice, CA 90291
dbrown@stansburybrownlaw.com

14. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

15. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

EXECUTION BY PARTIES AND COUNSEL

DATED: 3/8/22

Peters Fruit Farms, Inc.

By: 

Its: Secretary, CFO

DATED: 3/17/2022

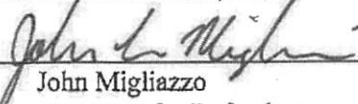
Daniel Moreno

By: 
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: 3/9/22

MICHAEL J.F. SMITH, APC

By: 
John Migliazzo
Attorneys for Defendant

DATED: March 17, 2022

STANSBURY BROWN LAW

By: 
Daniel J. Brown
Attorneys for Plaintiff

Exhibit “A”

	<u>Last Name, First Name</u>	<u>EE ID</u>
1		0062
2		0096
3		0168
4		0467
5		0520
6		0547
7		0551
8		0607
9		0608
10		0616
11		0622
12		0623
13		0631
14		0662
15		0673
16		0685
17		0712
18		0719
19		0819
20	MORENO, DANIEL	0820
21		0825
22		0843
23		0867
24		0895
25		0975
26		1256
27		1367
28		1596
29		1639
30		1777
31		2201
32		2289
33		2319
34		2328
35		2346
36		2392
37		2540
38		2550
39		2552
40		2812
41		2847
42		2911
43		2922
44		3002
45		3004
46		3018
47		3020
48		3056
49		3061
50		3120
51		3133

52		3183
53		3192
54		3198
55		3252
56		3275
57		3282
58		3322
59		3368
60		3420
61		3431
62		3476
63		3498
64		3513
65		3565
66		3568
67		3762
68		3813
69		3828
70		3832
71		3900
72		4181
73		4190
74		4255
75		4290
76		4308
77		4314
78		4328
79		4342
80		4343
81		4346
82		4355
83		4387
84		4391
85		4392
86		4426
87		4448
88		4450
89		4470
90		4508
91		4510
92		4590
93		4596
94		4628
95		4635
96		4704
97		4761
98		4774
99		4789
100		4823
101		4922
102		4947
103		5001

104	5010
105	5115
106	5185
107	5249
108	5332
109	5333
110	5405
111	5493
112	5567
113	5650
114	5740
115	5832
116	5846
117	5936
118	6061
119	6068
120	6070
121	6146
122	6155
123	6179
124	6201
125	6229
126	6230
127	6424
128	6446
129	6465
130	6483
131	6486
132	6548
133	6653
134	6692
135	6731
136	6732
137	6813
138	6826
139	6868
140	6878
141	6931
142	6932
143	6948
144	6965
145	6990
146	7001
147	7009
148	7012
149	7123
150	7157
151	7197
152	7211
153	7262
154	7319
155	7373

156	7391
157	7458
158	7547
159	7574
160	7599
161	7623
162	7705
163	7714
164	7777
165	7861
166	7929
167	7945
168	7961
169	7992
170	8026
171	8052
172	8091
173	8133
174	8158
175	8192
176	8236
177	8271
178	8276
179	8341
180	8457
181	8501
182	8686
183	8701
184	8714
185	8716
186	8718
187	8725
188	8759
189	8802
190	8820
191	8831
192	8860
193	8942
194	9006
195	9018
196	9050
197	9129
198	9196
199	9220
200	9233
201	9289
202	9310
203	9336
204	9387
205	9462
206	9479
207	9482

208		9486
209		9521
210		9598
211		9692
212		9695
213		9702
214		9707
215		9730
216		9909
217		9957
218		9967
219		9971
220		9978