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and aggrieved

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and REBECCA LAIRD

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF NAPA

KATHY PATTINGALE, on behalf of herself
and all others similarly situated and aggrieved,

Plaintiff,

v.

LAIRD FAMILY ESTATE, LLC, a
California limited liability company;
REBECCA LAIRD, an individual; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 22CV000048

[Assigned for all purposes to the Hon.
Cynthia P. Smith in Dept. A]

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

ACTION FILED: July 14, 2021

TRIAL DATE: None set

This Joint Stipulation re: Class Action and Representative Action Settlement

1 (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiff
2 KATHY PATTINGALE (“Plaintiff”), on behalf of herself and all others similarly situated and
3 aggrieved, on one hand; and defendants LAIRD FAMILY ESTATE, LLC, and REBECCA
4 LAIRD (collectively “Defendants”), on the other hand, in the lawsuit entitled *Kathy Pattingale*
5 *v. Laird Family Estate LLC, et al.*, filed in Napa County Superior Court, Case No. 22CV000048
6 (the “Action”). Plaintiff and Defendants shall be, at times, collectively referred to as the “Parties”.
7 This Agreement is intended by the Parties to fully, finally and forever resolve the claims as set
8 forth herein, based upon and subject to the terms and conditions of this Agreement.

9 **1. DEFINITIONS**

10 **A. “Action”** means the class action, entitled *Kathy Pattingale v. Laird Family Estate*
11 *LLC, et al.*, filed in Napa County Superior Court, Case No. 22CV000048.

12 **B. “Aggrieved Employees”** means Class Members working as non-exempt, hourly-
13 paid employees during the PAGA Period in the State of California

14 **C. “Class Counsel”** means David D. Bibiyan, Jeffrey D. Klein, and Vedang J. Patel
15 of Bibiyan Law Group, P.C. The term “Class Counsel” shall be used synonymously with the term
16 “Plaintiff’s Counsel.”

17 **D. “Class Period”** means the period from July 14, 2017 through November 8, 2022.

18 **E. “Class Notice”** means and refers to the notice sent to Class Members after
19 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this
20 Agreement.

21 **F. “Court”** means the Superior Court of the State of California for the County of
22 Napa.

23 **G. “Final Approval Date”** means the later of: (1) the date the Court signs an Order
24 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an
25 objector, 60 days from the date of the Final Approval and Judgment; or (3) to the extent any
26 appeals have been filed, the date on which they have been resolved or exhausted.

27 **H. “Defendants”** means, collectively, Laird Family Estate, LLC, and Rebecca Laird.

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1 **I. “Employer Taxes”** means employer-funded taxes and contributions imposed on
2 the wage portions of the Individual Settlement Payments under the Federal Insurance
3 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
4 and contributions required of employers, such as for unemployment insurance.

5 **J. “General Release”** means the broader release of claims by Plaintiff, which is in
6 addition to Plaintiff’s limited release of claims as a Participating Class Member.

7 **K. “Gross Settlement Amount”** means a non-reversionary fund in the sum of Five
8 Hundred Thousand Dollars and Zero Cents (\$500,000.00),¹ which shall be paid by Defendants,
9 from which all payments for the Individual Settlement Payments to Participating Class Members,
10 the Court-approved amounts for attorneys’ fees and reimbursement of litigation costs and
11 expenses to Class Counsel, Settlement Administration Costs, the Incentive Award, the Service
12 Award, the PAGA Payment and the LWDA Payment shall be paid. It expressly excludes
13 Employer Taxes, which shall be paid by Defendants separate, apart and in addition to the Gross
14 Settlement Amount.

15 **L. “Individual PAGA Payment”** means a payment made to an Aggrieved Employee
16 for his or her share of the PAGA Payment, which may be in addition to his or her Individual
17 Settlement Share if he or she is also a Participating Class Member.

18 **M. “Individual Settlement Payment”** means a payment to a Participating Class
19 Member of his or her net share of the Net Settlement Amount.

20 **N. “Individual Settlement Share”** means the gross amount of the Net Settlement
21 Amount that a Participating Class Member is projected to receive based on the number of
22 Workweeks that he or she worked as a Settlement Class Member during the Class Period, which
23 shall be reflected in his or her Class Notice.

24 **O. “LWDA Payment”** means the payment to the State of California Labor and
25 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
26 amount allocated toward penalties under the PAGA, all of which is to be paid from the Gross
27 Settlement Amount. The Parties have agreed that Twenty Thousand Dollars and Zero Cents

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¹ As the same may be increased in accordance with Paragraph 17 below.

1 (\$20,000.00) shall be allocated toward PAGA penalties, of which Fifteen Thousand Dollars and
2 Zero Cents (\$15,000.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and Five Thousand
3 Dollars and Zero Cents (\$5,000.00) will be paid to Aggrieved Employees on a *pro rata* basis
4 based on the Workweeks worked for Defendants as a non-exempt, hourly-paid employee in
5 California in the PAGA Period (*i.e.* the PAGA Payment).

6 **P. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
7 that is available for distribution to the Participating Class Members after deductions for the Court-
8 approved allocations for Settlement Administration Costs, the Incentive Award to Plaintiff, the
9 Service Award to Plaintiff, an award of attorneys’ fees, reimbursement of litigation costs and
10 expenses to Class Counsel, the LWDA Payment and the PAGA Payment.

11 **Q. “Operative Complaint” or “Complaint”** means the First Amended Complaint to
12 be filed with the Court.

13 **R. “PAGA Payment”** is the 25% portion of the Twenty Thousand Dollars and Zero
14 Cents (\$20,000.00) that is allocated toward PAGA penalties (Five Thousand Dollars and Zero
15 Cents (\$5,000.00)) that will be paid to Aggrieved Employees on a *pro rata* basis based on the
16 Workweeks worked as non-exempt, hourly-paid employees in California in the PAGA Period,
17 which would be in addition to their Individual Settlement Payment if they are Participating Class
18 Members, as well.

19 **S. “PAGA Period”** means the period from July 14, 2020 through November 8,
20 2022.

21 **T. “Participating Class Members”** means all Settlement Class Members who do
22 not submit a timely and valid Request for Exclusion.

23 **U. “Participating Individual Settlement Share”** means the gross amount of the Net
24 Settlement Amount that a Participating Class Member is eligible to receive based on the number
25 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
26 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she
27 may be entitled if he or she is also an Aggrieved Employee.

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1 **V. “Plaintiff,” “Named Plaintiff” or “Class Representative”** shall refer to Plaintiff
2 Kathy Pattingale.

3 **W. “Preliminary Approval Date”** means the date on which the Court enters an
4 Order granting preliminary approval of the Settlement.

5 **X. “Released Parties”** shall mean Defendants and each of their past, present and
6 future respective subsidiaries, dba’s, affiliates, parents, insurers and reinsurers, and company-
7 sponsored employee benefit plans of any nature and their successors and predecessors in interest,
8 including all of their officers, directors, shareholders, exempt employees, agents, principals,
9 heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries,
10 trustees and agents.

11 **Y. “Response Deadline”** means the deadline for Settlement Class Members to mail
12 any Requests for Exclusion, Objections or Workweek Disputes to the Settlement Administrator,
13 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
14 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In
15 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing
16 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which
17 to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark
18 shall be the exclusive means for determining whether a Request for Exclusion, Objection or
19 Workweek Dispute was submitted by the Response Deadline.

20 **Z. “Request for Exclusion”** means a written request to be excluded from the
21 Settlement Class pursuant to Paragraph 9(C) below.

22 **AA. “Incentive and Service Award”** means monetary amounts to be paid to Plaintiff
23 of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) in exchange for the services Plaintiff
24 performed on behalf of Class Members (“Incentive Award”), and a separate award of Fifteen
25 Thousand Dollars and Zero Cents (\$15,000.00) in consideration for entering into the general and
26 expansive release, including the release of her wrongful termination and related claims, as well
27 as waiver of California Civil Code Section 1542 (“Service Award”), which, subject to Court
28 approval, will be paid out of the Gross Settlement Amount.

1 **BB. “Settlement Administration Costs”** means all costs incurred by the Settlement
2 Administrator in administration of the Settlement, including, but not limited to, translating the
3 Class Notice to Spanish, distribution of the Class Notice to the Settlement Class in English and
4 Spanish, calculating Individual Settlement Shares, Individual Settlement Payments, Individual
5 PAGA Payments and Participating Individual Settlement Shares, as well as associated taxes and
6 withholdings, providing declarations, generating Individual Settlement Payment checks and
7 related tax reporting forms, doing administrative work related to unclaimed checks, transmitting
8 payment to Class Counsel for the Court-approved amounts for attorneys’ fees and reimbursement
9 of litigation costs and expenses, to Plaintiff for her Incentive Award and to the LWDA for the
10 LWDA Payment, providing weekly reports of opt-outs, objections and related information, and
11 any other actions of the Settlement Administrator as set forth in this Agreement, all pursuant to
12 the terms of this Agreement. The Settlement Administration Costs are estimated not to exceed
13 \$8,000.00. If the actual amount of the Settlement Administration Costs is less than \$8,000.00,
14 the difference between \$8,000.00 and the actual Settlement Administration Costs shall be a part
15 of the Net Settlement Amount. If the Settlement Administration Costs exceed \$8,000.00 then
16 such excess will be paid solely from the Gross Settlement Amount and Defendants will not be
17 responsible for paying any additional funds in order to pay these additional costs.

18 **CC. “Settlement Administrator”** means the Third-Party Administrator mutually
19 agreed upon by the Parties that will be responsible for the administration of the Settlement
20 including, without limitation, notifying Defendants where to deposit the Gross Settlement
21 Amount, translating the Class Notice in Spanish, calculating the various payments to be made
22 out of the Gross Settlement Amount, calculating and notifying Defendants the amount of
23 Employer Taxes to pay pursuant to the taxable payments made under the Agreement, distribution
24 of the Individual Settlement Payments to be made by Defendants from the Gross Settlement
25 Amount and related matters under this Agreement.

26 **DD. “Settlement Class,” “Settlement Class Members” or “Class Members”** means
27 all persons currently or formerly employed by Defendants, either directly or through any
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1 subsidiary, staffing agency or professional employer organization, as non-exempt, hourly-paid
2 employees, during the Class Period in the State of California.

3 **EE.** “**Workweeks**” means the number of weeks that a Settlement Class Member was
4 employed by and worked for the Defendants in a non-exempt, hourly position during the Class
5 Period in California, based on hire dates, re-hire dates (as applicable), and termination dates (as
6 applicable).

7 **2. BACKGROUND**

8 **A.** On July 14, 2021, Plaintiff filed with the LWDA and served on Defendants a
9 notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the
10 LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code
11 violations (“PAGA Notice”).

12 **B.** Also on July 14, 2021, Plaintiff filed a putative wage-and-hour class action
13 alleging that, during the Class Period, Defendants, as it pertains to Class Members: (1) failed to
14 pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide meal periods or
15 compensation in lieu thereof; (4) failed to provide rest periods or compensation in lieu thereof;
16 (5) failed to pay all wages due upon termination; (6) failed to provide accurate wage statements;
17 (7) failed to timely pay wages during employment; (8) failed to provide compensation for unused
18 paid vacations; and (7) engaged in unfair competition (the “Class Action”).

19 **C.** On January 18, 2022, after sixty-five (65) days had passed since Plaintiff filed and
20 served the PAGA Notice, without any action by the LWDA with respect to the alleged Labor
21 Code violations, Plaintiff filed a separate representative action seeking PAGA civil penalties
22 against Defendants for Labor Code violations alleged in the PAGA Notice (the “PAGA Action”).

23 **D.** Thereafter, the Parties agreed to exchange informal discovery and attend an early
24 mediation, in which Plaintiff was provided with, among other things: (1) the number of Class
25 Members who worked for Defendants for any length of time from July 10, 2017 through
26 September 30, 2021; (2) all time and payroll records from July 10, 2017 through July 11, 2021
27 for the estimated 278 Class Members; (3) the average hourly rate for Class Members as of
28 September 2021; and (4) portions of Defendants’ 2020 and 2022 employment handbooks.

1 **E.** On November 8, 2022, the Parties participated in a full-day mediation before
2 Lynn Frank, Esquire, a well-regarded mediator experienced in mediating complex labor and
3 employment matters. With the aid of the mediator’s evaluation, the Parties reached the Settlement
4 to resolve the Action. As part of the Agreement, the Parties agree to stipulating to Plaintiff filing
5 a First Amended Complaint in the Class Action, and dismiss the PAGA Action without prejudice,
6 thereby effectively consolidating the Class Action and PAGA Action, as further set out below
7 (hereinafter, the “Action”).

8 **F.** Class Counsel has conducted significant investigation of the law and facts relating
9 to the claims asserted in the Class Action, in the PAGA Action and in the PAGA Notice, and
10 have concluded that the Settlement set forth herein is fair, reasonable, adequate and in the best
11 interests of the Settlement Class, taking into account the sharply contested issues involved, the
12 expense and time necessary to litigate the Action through trial and any appeals, the risks and
13 costs of further litigation of the Action, the risk of an adverse outcome, the uncertainties of
14 complex litigation, the information learned through informal discovery regarding Plaintiff’s
15 allegations, and the substantial benefits to be received by Settlement Class Members.

16 **G.** Defendants have concluded that, because of the substantial expense of defending
17 against the Action, the length of time necessary to resolve the issues presented herein, the
18 inconvenience involved and the concomitant disruption to its business operations, it is in its best
19 interest to accept the terms of this Agreement. Defendants deny each of the allegations and claims
20 asserted against it in the Action and in the PAGA Notice. However, Defendants nevertheless
21 desire to settle the Action for the purpose of avoiding the burden, expense and uncertainty of
22 continuing litigation, and for the purpose of putting to rest the controversies engendered by the
23 Action.

24 **H.** This Agreement is intended to and does effectuate the full, final and complete
25 resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all
26 PAGA Released Claims of Plaintiffs and, to the extent permitted by law, of the State of California
27 and Aggrieved Employees.

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1 **3. JURISDICTION**

2 The Court has jurisdiction over the Parties and the subject matter of the Action. The
3 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
4 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
5 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
6 pursuant to California Rules of Court, rule 3.769, subdivision (h).

7 **4. STIPULATION OF CLASS CERTIFICATION**

8 The Parties stipulate to the certification of the Settlement Class under this Agreement for
9 purposes of settlement only.

10 **5. AMENDMENT OF PLEADING AND MOTIONS FOR APPROVAL**
11 **OF SETTLEMENT**

12 The Parties hereby stipulate to the filing of a First Amended Complaint in the PAGA
13 Action that includes all of the allegations in the Class Action.

14 After full execution of this Agreement, Plaintiff will move for an order granting
15 preliminary approval of the Settlement, approving and directing the mailing of the proposed
16 Notice of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit “A”**, conditionally
17 certifying the Settlement Class for settlement purposes only, and approving the deadlines
18 proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes and
19 Objections. If and when the Court preliminarily approves the Settlement, and after administration
20 of the Class Notice in a manner consistent with the Court’s Preliminary Approval Order,
21 Plaintiffs will move for an order finally approving the Settlement and seek entry of a Judgment
22 in line with this Settlement. The Parties may both respond to any Objections lodged to final
23 approval of the Settlement up to five (5) court days before the Final Approval Hearing.

24 The Parties hereby expressly agree that whether or not the Court finally approves the
25 Settlement, Plaintiff’s allegations from the Class Action will be effectively consolidated into the
26 PAGA Action. The Parties further agree that Defendants are not obligated to file a response to
27 the First Amended Complaint unless ordered to by the Court.

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1 **6. STATEMENT OF NO ADMISSION**

2 Defendants deny any wrongdoing of any sort and further deny any liability to Plaintiff
3 and the Settlement Class with respect to any claims or allegations asserted in the Action and the
4 PAGA Notice. This Agreement shall not be deemed an admission by Defendants of any claims
5 or allegations asserted in the Action or in the PAGA Notice. Except as set forth elsewhere herein,
6 in the event that this Agreement is not approved by the Court or any appellate court, is terminated,
7 or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited or
8 affected in any way any claims, rights or remedies, or defenses in the Action or in the PAGA
9 Notice, and Defendants will not be deemed to have waived, limited or affected in any way any
10 of their objections or defenses in the Action and in the PAGA Notice. The Parties shall be restored
11 to their respective positions in the Action prior to the entry of this Settlement.

12 **7. RELEASE OF CLAIMS**

13 **A. Release by All Participating Class Members.**

14 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
15 of Judgment and payment by Defendants to the Settlement Administrator of the full Gross
16 Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff and
17 all Participating Class Members release all claims against the Released Parties asserted in the
18 Operative Complaint filed in the Action, or any and all claims that may be asserted against the
19 Released Parties based on the factual allegations in the Operative Complaint filed in the Action,
20 as follows: For the duration of the Class Period, the release includes, for Participating Class
21 Members: (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay
22 minimum wages; (3) all claims for failure to provide meal periods or compensation in lieu
23 thereof; (4) all claims for failure to provide rest periods or compensation in lieu thereof; (5) all
24 claims for failure to pay all wages due upon termination; (6) all claims for failure to provide
25 accurate wage statements; (7) all claims for failure to timely pay wages during employment; (8)
26 all claims for failure to provide compensation for unused paid vacations; and (7) all claims
27 asserted through California Business & Professions Code section 17200, *et seq.* arising out of the
28 Labor Code violations referenced in the Operative Complaint (the "Class Released Claims").

1 **B. Release by All Aggrieved Employees**

2 For Aggrieved Employees and, to the extent permitted by law, the State of California, the
3 release includes for the duration of the PAGA Period, all claims for civil penalties asserted in the
4 PAGA Notice,, and thereafter alleged in the Operative Complaint filed in the Action, or that
5 could reasonably have been asserted based on the facts alleged in the PAGA Notice and thereafter
6 in the Operative Complaint filed in the Action, including civil penalties pursuant to Labor Code
7 sections 210, 226.3, 558, 1174.5, 1197.1 and 2699, in connection with alleged violations of Labor
8 Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 246,
9 et seq., 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198.5, 2699,
10 2802, and 2810.5, among others (the “PAGA Released Claims”). The Class Released Claims and
11 PAGA Released Claims shall be referred to herein as the “Released Claims”.

12 **C. General Release by Plaintiff.**

13 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
14 of Judgment and payment by Defendants to the Settlement Administrator selected of the full
15 Gross Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, in
16 addition to the Released Claims, Plaintiff makes the additional following General Release:
17 Plaintiff releases the Released Parties from all claims, demands, rights, liabilities and causes of
18 action of every nature and description whatsoever, known or unknown, asserted or that might
19 have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule,
20 law or regulation arising out of, relating to, or in connection with any act or omission of the
21 Released Parties through the date of full execution of this Agreement in connection with
22 Plaintiff’s employment with Defendants or termination thereof, except for any and all other
23 claims that may not be released as a matter of law through this Agreement. The claims released
24 expressly include, but are not limited to, Plaintiff’s claims under the Fair Employment and
25 Housing Act, the California Family Rights Act, discrimination, failure to provide reasonable
26 accommodation, failure to engage in a good faith interactive process, retaliation, harassment,
27 wrongful termination in violation of public policy, intentional infliction of emotional distress,
28 and negligent infliction of emotional distress.

1 To the extent of the General Release provided herein, Plaintiff stipulates and agrees that,
2 upon entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment
3 by Defendants to the Settlement Administrator selected of the full Gross Settlement Amount and
4 Employers' Taxes necessary to effectuate the Settlement, they shall have expressly waived and
5 relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section
6 1542 of the California Civil Code, or any other similar provision under federal or state law, which
7 provides:

8 A general release does not extend to claims that the creditor or
9 releasing party does not know or suspect to exist in his or her favor
10 at the time of executing the release and that, if known by him or
11 her, would have materially affected his or her settlement with the
debtor or released party.

12 **8. SETTLEMENT ADMINISTRATOR**

13 **A.** Plaintiff and Defendants, through their respective counsel, have selected ILYM
14 Group, Inc. to administer the Settlement, which includes, but is not limited to, translating the
15 Class Notice to Spanish, distributing and responding to inquiries about the Class Notice, and
16 calculating all amounts to be paid from the Gross Settlement Amount and the amount of
17 Employer Taxes that Defendant shall be responsible for paying pursuant to the taxable payments
18 made from the Gross Settlement Amount. Charges and expenses of the Settlement
19 Administrator, currently estimated to be \$8,000.00, will be paid from the Gross Settlement
20 Amount. If the actual amount of the Settlement Administration Costs is less than \$8,000.00, the
21 difference between \$8,000.00 and the actual Settlement Administration Costs shall be a part of
22 the Net Settlement Amount. If the Settlement Administration Costs exceed \$8,000.00, then such
23 excess will be paid solely from the Gross Settlement Amount and Defendants will not be
24 responsible for paying any additional funds in order to pay these additional costs.

25 **9. NOTICE, WORKWEEK DISPUTE, OBJECTION AND EXCLUSION** 26 **PROCESS**

27 **B. Notice to the Settlement Class Members**

28 (1) Within seven (7) calendar days after the Preliminary Approval Date, Defendants'

Counsel shall provide the Settlement Administrator with information with respect to each Settlement Class Member, including his or her: (1) name; (2) last known address(es) currently in Defendants' possession, custody or control; (3) last known telephone number(s) currently in Defendants' possession, custody or control; (4) last known Social Security Number(s) in Defendants' possession, custody or control; and (5) the dates of employment (*i.e.*, hire dates and, if applicable, re-hire date(s) and/or separation date(s)) for each Settlement Class Member ("Class List"). The Settlement Administrator shall perform an address search using the United States Postal Service National Change of Address ("NCOA") database and update the addresses contained on the Class List with the newly-found addresses, if any. Within seven (7) calendar days or soon thereafter of receiving the Class List from Defendants, the Settlement Administrator shall mail the Class Notice in English and Spanish to the Settlement Class Members via first-class regular U.S. Mail using the most current mailing address information available. The Settlement Administrator shall maintain the Class List and digital copies of all the Settlement Administrator's records evidencing the giving of notice to any Settlement Class Member for at least four (4) years from the Final Approval Date.

(2) The Class Notice will set forth:

- (a) the Settlement Class Member's estimated Individual Settlement Payment and Individual PAGA Payment, and the basis for each;
- (b) the information required by California Rule of Court, rule 3.766, subdivision (d);
- (c) the material terms of the Settlement;
- (d) the proposed Settlement Administration Costs;
- (e) the definition of the Settlement Class;
- (f) a statement that the Court has preliminarily approved the Settlement;

- 1 (g) how the Settlement Class Member can obtain
2 additional information, including contact information
3 for Class Counsel;
- 4 (h) information regarding opt-out and objection
5 procedures;
- 6 (i) the date and location of the Final Approval Hearing;
7 and
- 8 (j) that the Settlement Class Member must notify the
9 Settlement Administrator no later than the Response
10 Deadline if the Settlement Class Member disputes the
11 accuracy of the number of Workweeks as set forth on
12 his or her Class Notice (“Workweek Dispute”). If a
13 Settlement Class Member fails to timely dispute the
14 number of Workweeks attributed to him or her in
15 conformity with the instructions in the Class Notice,
16 then he or she shall be deemed to have waived any
17 objection to its accuracy and any claim to any
18 additional settlement payment based on different data.

19 (3) If a Class Notice from the initial notice mailing is returned as
20 undeliverable, the Settlement Administrator will attempt to obtain a current address for the
21 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)
22 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class
23 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator
24 is successful in obtaining a new address, it will re-mail the Class Notice to the Settlement Class
25 Member within three (3) business days. Further, any Class Notices that are returned to the
26 Settlement Administrator with a forwarding address before the Response Deadline shall be
27 promptly re-mailed to the forwarding address affixed thereto.
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1 (4) No later than seven (7) calendar days from the Response Deadline, the
2 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
3 completion of the notice process, including the number of attempts to obtain valid mailing
4 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
5 and copies of all Requests for Exclusion and Objections received by the Settlement
6 Administrator.

7 **C. Objections.**

8 Only Participating Class Members may object to the Settlement. In order for any
9 Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must
10 do so by mailing a written objection to the Settlement Administrator at the address or phone
11 number provided on the Class Notice no later than the Response Deadline. The Settlement
12 Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendants'
13 counsel and attach copies of all Objections to the Declaration it provides Class Counsel, which
14 Class Counsel shall file in support of Plaintiff's Motion for Final Approval. The Objection
15 should set forth in writing: (1) the Objector's name; (2) the Objector's address; (3) the last four
16 digits of the Objector's Social Security Number; (4) the Objector's signature; (5) a statement of
17 whether the Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the
18 Objection, along with whatever legal authority, if any, the Objector asserts in support of the
19 Objection. If a Settlement Class Member objects to the Settlement, the Settlement Class Member
20 will remain a member of the Settlement Class and if the Court approves this Agreement, the
21 Settlement Class Member will be bound by the terms of the Settlement in the same way and to
22 the same extent as a Settlement Class Member who does not object. The date of mailing of the
23 Class Notice to the objecting Settlement Class Member shall be conclusively determined
24 according to the records of the Settlement Administrator. Settlement Class Members need not
25 object in writing to be heard at the Final Approval Hearing; they may object or comment in
26 person at the hearing at their own expense. Class Counsel and Defendants' Counsel may respond
27 to any objection lodged with the Court up to five (5) court days before the Final Approval
28 Hearing.

1 **D. Requesting Exclusion**

2 Any Settlement Class Member may request exclusion from (*i.e.*, “opt out” of) the
3 Settlement by mailing a written request to be excluded from the Settlement (“Request for
4 Exclusion”) to the Settlement Administrator, postmarked on or before the Response Deadline.
5 To be valid, a Request for Exclusion must include: (1) the Class Member’s name; (2) the last
6 four (4) digits of the Class Member’s Social Security Number; (3) the Class Member’s signature;
7 and (4) the following statement: “Please exclude me from the Settlement Class in the *Pattingale*
8 *v. Laird Family Estate LLC, et al.* matter” or any statement of standing for the proposition that
9 the Class Member does not wish to participate in the Settlement. The Settlement Administrator
10 shall immediately provide copies of all Requests for Exclusion to Class Counsel and Defendants’
11 Counsel and shall report the Requests for Exclusions that it receives, to the Court, in its
12 declaration to be provided in advance of the Final Approval Hearing. Any Settlement Class
13 Member who requests exclusion using this procedure will not be entitled to receive any payment
14 from the Settlement and will not be bound by the Settlement Agreement or have any right to
15 object to, appeal, or comment on the Settlement. Any Settlement Class Member who does not
16 opt out of the Settlement by submitting a timely and valid Request for Exclusion will be bound
17 by all terms of the Settlement, including those pertaining to the Released Claims, as well as any
18 Judgment that may be entered by the Court if Final Approval of the Settlement is granted. A
19 Settlement Class Member cannot submit both a Request for Exclusion and an objection. If a
20 Settlement Class Member submits an Objection and a Request for Exclusion, the Request for
21 Exclusion will control and the Objection will be overruled. Settlement Class Members who
22 worked during the PAGA Period as Aggrieved Employees that submit a valid Request for
23 Exclusion will still be deemed Aggrieved Employees, will still receive their Individual PAGA
24 Payments, and will be bound by the release of the PAGA Released Claims.

25 **E. Disputes Regarding Settlement Class Members’ Workweek Data.**

26 Each Settlement Class Member may dispute the number of Workweeks attributed to him
27 or her on his or her Class Notice (“Workweek Dispute”). Any such disputes must be mailed to
28 the Settlement Administrator by the Settlement Class Member, postmarked on or before the

1 Response Deadline. The Settlement Administrator shall immediately provide copies of all
2 disputes to Class Counsel and counsel for Defendants and shall immediately attempt to resolve
3 all such disputes directly with relevant Settlement Class Member(s) with the assistance of
4 Defendants and Class Counsel. If the dispute cannot be resolved in this manner, the Court shall
5 adjudicate the dispute.

6 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL**
7 **PAGA PAYMENTS**

8 Individual Settlement Payments will be calculated and distributed to Participating Class
9 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
10 Members' respective number of Workweeks during the Class Period. Individual PAGA
11 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees
12 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective
13 number of Workweeks during the PAGA Period. Specific calculations of the Individual
14 Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as
15 follows:

16 **A.** The Settlement Administrator will determine the total number of Workweeks
17 worked by each Settlement Class Member during the Class Period ("Class Member's
18 Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class
19 Members during the Class Period ("Class Workweeks"). Additionally, the Settlement
20 Administrator will determine the total number of Workweeks worked by each Aggrieved
21 Employee during the PAGA Period ("Aggrieved Employee's Workweeks"), as well as the
22 aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period
23 ("PAGA Workweeks").

24 **B.** To determine each Settlement Class Member's Individual Settlement Share, the
25 Settlement Administrator will use the following formula: Individual Settlement Share =
26 (Settlement Class Member's Workweeks ÷ Class Workweeks) × Net Settlement Amount.

27 ///

28 ///

1 C. To determine each Participating Class Member's Participating Individual
2 Settlement Share, the Settlement Administrator will determine the aggregate number of
3 Workweeks worked by all Participating Class Members during the Class Period ("Participating
4 Class Workweeks") and use the following formula: Individual Settlement Share =
5 (Participating Class Member's Workweeks ÷ Participating Class Workweeks) × Net Settlement
6 Amount.

7 D. The net amount of the Participating Individual Settlement Share is to be paid out
8 to Participating Class Members by way of check and is referred to as "Individual Settlement
9 Payment(s)".

10 E. To determine each Aggrieved Employee's Individual PAGA Payment, the
11 Settlement Administrator will use the following formula: Aggrieved Employee's Individual
12 PAGA Payment = (Aggrieved Employee's Workweeks ÷ PAGA Workweeks) x \$5,000.00 (the
13 PAGA Payment).

14 F. Individual Settlement Payments and Individual PAGA Payments shall be paid
15 to Participating Class Members and/or Aggrieved Employees by way of check. When a
16 Participating Class Member is also an Aggrieved Employee, one check may be issued that
17 aggregates both the Individual Settlement Payment and the Individual PAGA Payment

18 **11. DISTRIBUTION OF PAYMENTS**

19 **A. Distribution of Individual Settlement Payments**

20 Participating Class Members will receive an Individual Settlement Payment and
21 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement
22 Payment and Individual PAGA Payment checks shall remain valid and negotiable for one
23 hundred and eighty (180) calendar days after the date of their issuance. Within seven (7)
24 calendar days after expiration of the 180-day period, checks for such payments shall be
25 canceled and funds associated with such checks shall be considered unpaid, unclaimed or
26 abandoned cash residue pursuant to Code of Civil Procedure section 384 ("Unpaid
27 Residue"). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil
28 Procedure section 384, shall be transmitted to Napa Valley Farmworker Foundation, 831

1 Latour Court, Suite A, Napa, CA 94558.. The Settlement Administrator shall prepare a report
2 regarding the distribution plan pursuant to Code of Civil Procedure section 384 and the report
3 shall be presented to the Court by Class Counsel along with a proposed amended judgment that
4 is consistent with the provisions of Code of Civil Procedure section 384.

5 **B. Funding of Settlement**

6 Defendants shall, within thirty (30) calendar days of Final Approval Date, make payment
7 of the Gross Settlement Amount (as the same may be escalated pursuant to Paragraph 17 of this
8 Agreement) and Employer Taxes to the Settlement Administrator pursuant the Settlement
9 Administrator's instructions. The Settlement Administrator shall ensure that the deposit is in an
10 interest-bearing qualified settlement account ("QSA") with an FDIC insured banking institution,
11 for distribution in accordance with this Agreement and the Court's Orders and subject to the
12 conditions described herein.

13 **C. Time for Distribution**

14 Within seven (7) calendar days after payment of the full Gross Settlement Amount and
15 Employer Taxes by Defendants, or as soon thereafter as practicable, the Settlement Administrator
16 shall distribute Payments from the QSA for: (1) the Incentive Award to Plaintiff, as specified in
17 this Agreement and approved by the Court; (2) the Service Award to Plaintiff for her General
18 Release of Claims, as specified in this Agreement and approved by the Court; (2) the Attorneys'
19 Fees and Cost Award to be paid to Class Counsel, as specified in this Agreement and approved
20 by the Court; (3) the Settlement Administrator Costs, as specified in this Agreement and
21 approved the Court; (4) the LWDA Payment, as specified in this Agreement and approved by the
22 Court; (5) Individual PAGA Payments, as specified in this Agreement and approved by the Court;
23 and (6) Individual Settlements Payments to Participating Class Members, less applicable taxes
24 and withholdings, as specified in this Agreement and approved by the Court. All interest accrued
25 shall be for the benefit of the Class Members and distributed on a *pro rata* basis to Participating
26 Class Members based on the number of Workweeks worked by them in the Class Period.

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28 ///

1 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

2 Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys'
3 fees of up to 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph
4 17 of this Agreement, amounts to One Hundred Seventy-Five Thousand Dollars and Zero Cents
5 (\$175,000.00). Class Counsel shall further apply for, and Defendants shall not oppose, an
6 application or motion by Class Counsel for reimbursement of actual costs associated with Class
7 Counsel's prosecution of this matter as set forth by declaration testimony in an amount up to
8 Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Awards of attorneys' fees and
9 costs shall be paid out of the Gross Settlement Amount, for all past and future attorneys' fees and
10 costs necessary to prosecute, settle and obtain Final Approval of the settlement in Action. The
11 "future" aspect of the amounts stated herein includes, without limitation, all time and expenses
12 expended by Class Counsel (including any appeals therein). There will be no additional charge
13 of any kind to either the Settlement Class Members or request for additional consideration from
14 Defendants for such work unless, Defendants materially breach this Agreement, including any
15 term regarding funding, and further efforts are necessary from Class Counsel to remedy said
16 breach, including, without limitation, moving the Court to enforce the Agreement. Should the
17 Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than
18 the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net
19 Settlement Amount.

20 **13. INCENTIVE AND SERVICE AWARDS TO PLAINTIFF**

21 Named Plaintiff shall seek, and Defendants shall not oppose, an Incentive Award in an
22 amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, for
23 participation in and assistance with the Action, and a Service Award of Fifteen Thousand Dollars
24 and Zero Cents (\$15,000.00) to Plaintiff, as additional consideration for Plaintiff's release of her
25 wrongful termination and related claims, as well as the General Release of Claims. The Incentive
26 Award, Service Award, and any additional consideration awarded and/or paid to Plaintiff shall
27 be paid from the Gross Settlement Amount and shall be reported on an IRS Form 1099. If the
28 Court approves the Incentive Award, and/or the Service Award, and/or additional consideration

1 to Plaintiff in less than the amounts sought herein, then the unapproved portion(s) shall be a part
2 of the Net Settlement Amount.

3 **14. TAXATION AND ALLOCATION**

4 a. Each Individual Settlement Share shall be allocated as follows: 20% as wages (to
5 be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an IRS
6 Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties
7 agree that the employees' share of taxes and withholdings with respect to the wage portion of the
8 Individual Settlement Share will be withheld from the Individual Settlement Share in order to
9 yield the Individual Settlement Payment. The amount of federal income tax withholding will be
10 based upon a flat withholding rate for supplemental wage payments in accordance with Treasury
11 Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also
12 be made pursuant to applicable state and/or local withholding codes or regulations.

13 b. Forms W-2 and/or Forms 1099 will be distributed by the Settlement
14 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
15 "Code") and consistent with this Agreement. If the Code, the regulations promulgated
16 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes
17 set forth in this Section may be modified in a manner to bring Defendants into compliance with
18 any such changes.

19 c. All Employer Taxes shall be paid by Defendants separate, apart, and in addition
20 to the Gross Settlement Amount. The Settlement Administrator shall be responsible for
21 calculating all Employer Taxes and notifying Defendants as to the amount that is to be paid by
22 Defendants. Defendants shall remain liable to pay the employer's share of payroll taxes as
23 described above.

24 d. Neither Counsel for Plaintiff nor Defendants intend anything contained in this
25 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
26 be relied upon as such within the meaning of United States Treasury Department Circular 230
27 (31 C.F.R. Part 10, as amended) or otherwise.

28 **15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION**

1 The Parties agree to allocate Twenty Thousand Dollars and Zero Cents (\$20,000.00) of
2 the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five
3 percent (75%) of the amount allocated toward PAGA (\$15,000.00) will be paid to the LWDA
4 and twenty-five percent (25%) (\$5,000.00) will be distributed to Aggrieved Employees on a *pro*
5 *rata* basis based upon their respective Workweeks worked as Aggrieved Employees during the
6 PAGA Period.

7 **16. COURT APPROVAL**

8 This Agreement is contingent upon an order by the Court granting Final Approval of the
9 Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it
10 becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties
11 shall be restored to their respective positions in the Action prior to entry of this Settlement. If
12 this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal,
13 it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a)
14 the Court reserves any authority to issue any appropriate orders when denying approval; and/or
15 (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive
16 the Settlement Agreement being voided or not approved, and which control in such an event.

17 **17. INCREASE IN WORKWEEKS**

18 Defendants represent that there are no more than 16,763 Workweeks worked by Class
19 Members during the Class Period. In the event the number of Workweeks worked increases by
20 more than 10% or 1,676 Workweeks worked, then the Gross Settlement Amount shall be
21 increased proportionally by the Workweeks worked in the Class Period in excess of 18,439
22 (16,763 + 1,676 Workweeks) multiplied by the Workweek Value. The Workweek Value shall be
23 calculated by dividing the originally agreed-upon Gross Settlement Amount (\$500,000.00) by
24 16,763 Workweeks. The Parties agree that the Workweek Value amounts to and the settlement
25 amounts to \$29.73 per Workweek (\$500,000 / 16,763 Workweeks). Thus, for example, should
26 there be 20,000 Workweeks worked by Class Members in the Class Period, then the Gross
27 Settlement Amount shall be increased by \$46,408.53. ((20,000 Workweeks – 18,439
28 Workweeks) x \$29.73 per Workweek.)

1 **18. NOTICE OF JUDGMENT**

2 In addition to any duties set out herein, the Settlement Administrator shall provide
3 notice of the Final Judgment entered in the Action by posting the same on its website for a
4 period of no less than four (4) years.

5 **19. MISCELLANEOUS PROVISIONS**

6 **A. Interpretation of the Agreement.**

7 This Agreement constitutes the entire agreement between the Parties with respect to its
8 subject matter. Except as expressly provided herein, this Agreement has not been executed in
9 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
10 written representations or terms shall modify, vary or contradict its terms. In entering into this
11 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
12 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
13 enforced under the laws of the State of California, both in its procedural and substantive aspects,
14 without regard to its conflict of law provisions. Any claim arising out of or relating to the
15 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
16 Court of the State of California for the County of Napa, and Plaintiff and Defendants hereby
17 consent to the personal jurisdiction of the Court in the Action over it solely in connection
18 therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties,
19 and each of them, participated in the negotiation and drafting of this Agreement and had available
20 to them the advice and assistance of independent counsel. As such, neither Plaintiff nor
21 Defendants may claim that any ambiguity in this Agreement should be construed against the
22 other. The Agreement may be modified only by a writing signed by counsel for the Parties and
23 approved by the Court.

24 **B. Further Cooperation.**

25 The Parties and their respective attorneys shall proceed diligently to prepare and execute
26 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
27 necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they
28 will not take any action inconsistent with this Agreement, including, without limitation,

1 encouraging Class Members to opt out of the Settlement. In the event the Court finds that any
2 Party has taken actions inconsistent with the Settlement, including, without limitation,
3 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
4 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
5 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
6 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
7 opt-outs and/or objections.

8 **C. Counterparts.**

9 The Agreement may be executed in one or more actual or non-original counterparts, all
10 of which will be considered one and the same instrument and all of which will be considered
11 duplicate originals.

12 **D. Authority.**

13 Each individual signing below warrants that he or she has the authority to execute this
14 Agreement on behalf of the Party for whom or which that individual signs.

15 **E. No Third-Party Beneficiaries.**

16 Plaintiffs, Participating Class Members, Aggrieved Employees, the State of California,
17 Class Counsel, and Defendants are direct beneficiaries of this Agreement, but there are no third-
18 party beneficiaries other than the *cy pres* beneficiary listed herein subject to the existence of
19 Unpaid Residue.

20 **F. Deadlines Falling on Weekends or Holidays.**

21 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
22 or legal holiday, that deadline shall be continued until the following business day.

23 **G. Jurisdiction of the Court**

24 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
25 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms
26 of this Settlement Agreement and all orders and judgments entered in connection therewith,
27 and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
28 interpreting, implementing, and enforcing the settlement embodied in this Settlement

Agreement and all orders and judgments entered in connection therewith.

H. Severability

In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Dated: Jun 12, 2023, 2023

Kathy Pattingale

Kathy Pattingale (Jun 12, 2023 13:37 PDT)

KATHY PATTINGALE

Plaintiff and Class Representative

Dated: _____, 2023

LAIRD FAMILY ESTATE, LLC

Defendant

By: _____

Its: _____

Dated: _____, 2023

REBECCA LAIRD

Defendant

AGREED AS TO FORM:

Dated: June 14, 2023

Vedang J. Patel

DAVID D. BIBIYAN

VEDANG J. PATEL

Counsel for Plaintiff KATHY PATTINGALE

Dated: _____, 2023

JENNIFER E. DOUGLAS

Counsel for Defendants LAIRD FAMILY ESTATE, LLC, and REBECCA LAIRD

1 Agreement and all orders and judgments entered in connection therewith.

2 **H. Severability**

3 In the event that one or more of the provisions contained in this Agreement shall for any
4 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
5 unenforceability shall in no way effect any other provision if Defendants' Counsel and Class
6 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
7 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

8 **IT IS SO AGREED:**

9
10 Dated: _____, 2023

KATHY PATTINGALE
Plaintiff and Class Representative

11
12 Dated: 6.9, 2023

LAIRD FAMILY ESTATE, LLC
Defendant

By: Rebecca Laird
Its: Managing Member

13
14
15
16 Dated: 6.9, 2023

REBECCA LAIRD
Defendant

17
18
19 **AGREED AS TO FORM:**

20
21 Dated: _____, 2023

DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff KATHY PATTINGALE

22
23
24 Dated: June 12, 2023

JENNIFER E. DOUGLAS
Counsel for Defendants LAIRD FAMILY
ESTATE, LLC, and REBECCA LAIRD