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*Attorneys for Plaintiff Rene "Rosario"
 Hernandez An Aggrieved Employee of
 Defendants, for the State of California's Labor
 and Workforce Development Agency on Behalf of
 All Aggrieved Employees of Defendants*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

RENE HERNANDEZ, Individually, and On
 Behalf of All Others Similarly Situated,

Plaintiff,

v.

REITER BROTHERS, INC., a California
 Corporation; and DOES 1 through 100,
 Inclusive,

Defendants.

Case No. 56-2021-00556294-CU-OE-VTA

JOINT STIPULATION OF SETTLEMENT AND RELEASE OF PAGA ACTION

The Hon. Benjamin Coats, Dept. 43

Action Filed: July 19, 2021
 Trial Date: Not Set

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4 Salinas, CA 93902
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8 *Attorneys for Defendant Reiter Brothers, Inc.*

1 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff RENE
2 “ROSARIO” HERNANDEZ, on behalf of the State of California as PAGA Representative, and
3 herself and each of the other aggrieved employees (“Plaintiff”) and Defendant REITER
4 BROTHERS, INC. (“Defendant”), hereby jointly stipulate to, and enter into this, Settlement
5 Agreement and Release of Private Attorneys General Act of 2004 Claims (“Settlement”) as
6 follows:

7 **I. DEFINITIONS**

8 As used in this Settlement, the following terms shall have the following meanings:

9 1. “**Action**” shall mean the civil action entitled *Hernandez v. Reiter Brothers, Inc.*,
10 filed in the Superior Court for the County of Ventura on July 19, 2021, designated as Case No. 56-
11 2021-00556294-CU-OE-VTA.

12 2. “**Defendant**” shall mean Reiter Brothers, Inc.

13 3. “**Defense Counsel**” shall mean Ana C. Toledo of Noland, Hamerly, Ertienne &
14 Hoss.

15 4. “**Litigation Expenses**” shall mean those expenses and costs of litigation incurred
16 by Plaintiff’s counsel in prosecuting the Action and approved for reimbursement by the Court as
17 set forth in Section IV(B) of this Stipulation.

18 5. “**LWDA**” shall mean the California Labor & Workforce Development Agency.

19 6. “**PAGA**” shall mean the Labor Code Private Attorneys General Act of 2004,
20 California Labor Code Sections 2698 *et seq.*

21 7. “**PAGA Fund**” shall mean the Settlement Fund amount after deducting Plaintiff’s
22 Counsel Payment, Settlement Administration Costs, and any court-approved Service Award.
23 Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA and twenty-five percent
24 (25%) of the PAGA Fund will be allocated among the PAGA Group based on his or her
25 proportionate share of the weeks worked during the PAGA Period.

26 8. “**PAGA Period**” shall mean July 13, 2020 to July 31, 2022.

27 9. “**PAGA Group**” shall mean Defendant’s California non-exempt employees who
28 worked for Defendant in the State of California at any time from July 13, 2020 to July 31, 2022.

1 10. **“Plaintiff”** shall mean Rene “Rosario” Hernandez individually and in her capacity
2 as a representative of the State of California on behalf of other members of the PAGA Group.

3 11. **“Plaintiff’s Counsel”** collectively refers to Boucher LLP and Law Offices of
4 Sahag Majarian II.

5 12. **“Parties”** collectively refers to Plaintiff and Defendant.

6 13. **“Released Claims”** shall mean all claims, rights, demands, liabilities and causes of
7 actions that are alleged, or reasonably could have been alleged based on the facts and claims
8 asserted in the Action, including any and all claims under the California Private Attorneys General
9 Act of 2004, which include, but are not limited to: violations of California Labor Code sections
10 201 to 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194, 1197, 1198, 1199, 2699, and the
11 California Industrial Welfare Commission Wage Order, which may have arisen during the PAGA
12 Period.

13 14. **“Released Parties”** shall mean Defendant, its affiliated companies and their
14 respective parent companies, subsidiaries, affiliates, shareholders, members, agents (including,
15 without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any
16 past, present or future officers, directors and employees) predecessors, successors, and assigns.

17 15. **“Settlement Administrator”** shall mean CPT Group, or other mutually agreed
18 upon qualified, third-party settlement administrator designated by the Parties to accept payment
19 under the terms of this Agreement and distribute those funds in accordance with the terms of this
20 Agreement.

21 16. **“Settlement Fund”** shall mean Defendant’s maximum funding obligation under
22 this Stipulation. The Settlement Fund amount is the sum of One Million One Hundred Thousand
23 Dollars (\$1,100,000.00), which includes payment of all claims under PAGA, payment of the
24 Settlement Administrative Costs, Attorneys’ Fees, Litigation Expenses, and Service Award.

25 **II. RECITALS**

26 1. On July 13, 2021, Plaintiff’s Counsel sent a letter to the LWDA in compliance with
27 California Labor Code section 2699.3. Plaintiff seeks to represent herself and all “aggrieved
28 employees” who worked at Reiter Brothers, Inc.’s facilities in the State of California.

2. On July 19, 2021, Plaintiff commenced this “wage and hour” class action against Defendant in the Superior Court of California for the County of Ventura, asserting the following individual claims and putative class claims on behalf of a proposed class of all persons employed by Defendant as non-exempt employees in the State of California at any time during the time period beginning four years prior to the inception of this action through the conclusion of this action for its (1) failure to pay minimum wages [Lab. Code §§ 1194, 1197, and 1198]; (2) failure to pay overtime wages [Lab. Code § 510]; (3) failure to provide meal periods [Lab. Code §§ 226.7 and 512]; (4) failure to timely furnish complete and accurate itemized wage statements [Lab. Code § 226]; (5) failure to pay all wages owed upon separation of employment [Lab. Code §§ 201-203]; and (6) Unfair Business Practices [Bus. & Prof. Code §§ 17200 *et seq.*].

3. Following the filing of the Complaint, counsel for Plaintiff and Defendant met and conferred about this case. Through the meet and confer process, Plaintiff’s counsel learned that Plaintiff and Defendant had signed an arbitration agreement which included a class action waiver.

4. After administrative remedies were exhausted under the procedures of the Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698, *et seq.*, a First Amended Complaint was filed by Plaintiff on September 20, 2021 to add a representative cause of action on behalf of the State of California for civil penalties pursuant to PAGA.

5. On August 19, 2021, the Parties entered into a stipulation to dismiss without prejudice her individual claims and all putative class claims alleged against Defendant. Upon the Court’s entry of a dismissal without prejudice of the individual and putative class claims only, Plaintiff’s representative PAGA cause of action would remain and be pursued by Plaintiff in a representative capacity.

6. On September 29, 2021, the Court entered an order dismissing Plaintiff’s individual and putative class claims without prejudice only. The representative PAGA claim in the action was not dismissed.

7. On June 9, 2022, the Parties engaged in arm’s length negotiations presided over by neutral third-party mediator John Bates, Esq. Through these good-faith and arms-length negotiations, the Parties, represented by their respective counsel, recognized the substantial risk of

1 an adverse result in the Action and agreed to settle the Action and all other matters covered by this
2 Settlement with the assistance of Mr. Bates.

3 8. Counsel for all Parties have thoroughly investigated the facts relating to the claims
4 alleged in the operative complaint and have made a thorough study of the legal principles
5 applicable to the claims asserted against Defendant. Based on their investigation and evaluation of
6 this case, Plaintiff's Counsel has concluded that the settlement is fair, reasonable, and adequate in
7 light of all known facts and circumstances, the defenses asserted by Defendant, potential adverse
8 findings regarding liability, and numerous potential appellate issues.

9 9. Defendant denies, and continues to deny, each and every claim and contention
10 alleged in the Action, and have always maintained that it has never engaged in any unlawful acts
11 regarding any of the matters alleged in the Action.

12 **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and conditions
13 set forth, the Parties agree as follows:

14 **III. NON-ADMISSION OF LIABILITY**

15 A. Based on the factual and legal issues involved, the expense and time necessary to
16 prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, the
17 difficulty of proof necessary to establish a class for purposes of liability, and the relative benefits
18 to the PAGA Group of an expeditious resolution to the Action, the Parties have concluded that the
19 terms set forth in this Settlement are fair, reasonable, adequate and in the best interests of the
20 PAGA Group.

21 B. By entering into this Settlement, Defendant denies any liability for any of the
22 claims in the Action, as well as any other potential or unknown claims based on wage and hour
23 violations under state or federal law. Neither this Settlement, nor any document referred to or
24 contemplated herein, nor any action taken to carry out this Settlement, is, may be construed as, or
25 may be used as, an admission, concession, or indication by or against Defendant of any unlawful
26 conduct, fault, wrongdoing or liability whatsoever. Defendant specifically denies it has engaged
27 in any unlawful or wrongful conduct against Plaintiff or the PAGA Group.

1 **IV. TERMS OF THE PAGA SETTLEMENT**

2 **A. The Settlement Fund**

3 Defendant shall pay a settlement payment in a total amount not to exceed One Million One
4 Hundred Thousand Dollars (\$1,100,000.00). The Settlement Fund shall include payment of all
5 claims under PAGA, payment of the Settlement Administrative Costs, Attorneys' Fees, Litigation
6 Expenses, and Service Award to Plaintiff.

7 **B. Plaintiff's Counsel Payment of Attorneys' Fees and Costs**

8 1. Plaintiff's Counsel will apply to the Court for an award of attorneys' fees
9 not to exceed thirty-three and one-third percent (33 1/3%) of the Settlement Fund and
10 reimbursement of Litigation Expenses as approved by the Court ("Plaintiff's Counsel Payment").
11 Plaintiff's Counsel will be responsible for submitting all documents to support their request for
12 attorneys' fees and reimbursement of Litigation Expenses.

13 2. Defendant will not oppose or object to Plaintiff's Counsel's application for
14 attorneys' fees, not to exceed thirty-three and one-third percent (33 1/3%) of the Settlement Fund
15 and request for reimbursement of Litigation Expenses. The attorneys' fees and costs for approval
16 by the Court shall encompass all work performed, and costs and expenses, related to the
17 investigation, prosecution, and settlement of the Action incurred through dismissal of the Action
18 with prejudice.

19 3. In the event that the Court does not approve of the requested Plaintiff's
20 Counsel Payment amount, or the Court alters the payment methodology described herein,
21 Plaintiff's Counsel agrees not to seek additional review of the amount approved by the Court, and
22 this Settlement will be enforceable.

23 4. The Plaintiff's Counsel Payment shall be paid from the Settlement Fund.
24 Any reductions by the Court of Plaintiff's Counsel's request for attorneys' fees or costs shall
25 revert to the PAGA Fund. Plaintiff's Counsel shall be paid any Court-approved fees and costs no
26 later than fifteen (15) days after Settlement Fund is deposited with the Settlement Administrator.

27 **C. Service Award to Plaintiff**

28 1. Subject to Court approval, Defendant agrees to pay Plaintiff service award

1 of up to Five Thousand Dollars (\$5,000.00), to be paid from the Settlement Fund, in recognition of
2 Plaintiff's effort and service to the State of California and PAGA Group as the PAGA
3 representative, and for her general release of claims against Defendant and other Released Parties,
4 which shall be in addition to any payments she may otherwise receive as an Aggrieved Employee
5 ("Service Award").

6 2. Defendant will not oppose Plaintiff's request for the Service Award.
7 Plaintiff will be responsible for correctly characterizing this compensation for tax purposes and for
8 paying any taxes owing on said amount. The Parties agree that a reduction by the Court of the
9 requested Service Award is not a basis for rendering the entire Settlement voidable or
10 unenforceable. Any reductions by the Court of the Service Award shall revert to the PAGA Fund.

11 3. Plaintiff's Service Award shall be paid from the Settlement Fund no later
12 than fifteen (15) days after Settlement Fund is deposited with the Settlement Administrator. The
13 Settlement Administrator shall issue an IRS Form 1099-MISC for her Service Award. The Service
14 Award shall be in addition to Plaintiff's Individual Settlement Payment from the PAGA Fund.

15 **D. Settlement Administration Fees and Costs**

16 1. Settlement administration will be administered by qualified, third-party
17 settlement administrator, CPT Group ("Settlement Administrator"). The Parties agree that the
18 Settlement Administrative Costs shall be paid from the Settlement Fund. This includes all fees and
19 costs for postage, envelopes, and computer searches to locate addresses; and expenses of the
20 Settlement Administrator to implement and complete the settlement process according to the terms
21 of this Settlement, to calculate payments to individual PAGA Group members, any cost associated
22 with the escheatment process for any uncashed or undeliverable settlement checks, to prepare any
23 necessary tax documents for members of the PAGA Group and any other related fees and costs
24 (the "Settlement Administrative Costs").

25 2. The settlement administration fees and costs are estimated to not exceed
26 Twenty Five Thousand Dollars (\$25,000.00), and it shall be paid from the Settlement Fund. Any
27 reductions by the Court or any unused amount shall revert to the PAGA Fund.

E. PAGA Fund

1. After deducting the Plaintiff's Counsel Payment, Settlement Administration Costs, and any court-approved Service Award, the remainder of the Settlement Fund shall be allocated toward payment to the LWDA and PAGA Group.

2. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA and twenty-five percent (25%) of the PAGA Fund will be allocated among the PAGA Group based on his or her proportionate share of the pay periods worked during the PAGA Period.

V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND

A. Deposit of Settlement Fund

1. The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID Number and calculate all settlement checks based on information that will be confidentially furnished by Defendant.

2. Defendant shall deposit the Settlement Fund with the Settlement Administrator no later than February 28, 2023.

B. Formula for Calculating Share of PAGA Fund

The portion of the PAGA Fund that is paid to each member of the PAGA Group shall be determined based on the following formula:

1. The payment to the PAGA Group will be based on the number of pay periods by each Aggrieved Employee during the PAGA Period. The amount to be paid per pay period worked by an Aggrieved Employee will be calculated by dividing the number pay periods worked by each member of the PAGA Group in the PAGA Period divided by the total number of pay periods worked by all members of the PAGA Group.

2. Defendant shall provide records showing the total pay periods worked by members of the PAGA Group who were its employees during the PAGA Period. Defendant's records shall be determinative for purposes of calculating the number of pay periods worked and any payments to PAGA Group.

1 **C. Distribution of PAGA Fund**

2 1. Defendant shall provide the Settlement Administrator with a list of the
3 names and addresses of the PAGA Group, to be furnished within thirty (30) days after the Court
4 issues an Order approving the Settlement. The contact information is being provided
5 confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat
6 the information as private and confidential and take all necessary precautions to maintain the
7 confidentiality of contact information of the PAGA Group. This information is to be used only to
8 carry out the Settlement Administrator's duties as specified in this Settlement.

9 2. Within fifteen (15) days after receipt of the Settlement Fund, the Settlement
10 Administrator shall pay to the LWDA an amount equivalent to seventy-five percent (75%) of the
11 PAGA Fund, or as otherwise directed by the Court.

12 3. Within fifteen (15) days after receipt of the Settlement Fund, the Settlement
13 Administrator shall distribute to the PAGA Group their individual portion of the PAGA Fund (the
14 "Individual Payment"), or as otherwise directed by the Court.

15 4. The Settlement Administrator will mail the notice attached hereto as
16 **Exhibit A** together with the Individual Payment to the PAGA Group at their last known address,
17 together with their Settlement Payments. The Settlement Administrator shall make a reasonable,
18 industry-standard effort to locate an updated address for any notice returned as undeliverable.

19 5. Individual Payment checks payable to PAGA Group must be cashed within
20 one hundred eighty (180) calendar days after issuance. If an Individual Payment check is returned
21 to the Settlement Administrator, the Settlement Administrator will make reasonable efforts to re-
22 mail it to the member of the PAGA Group at his or her correct address, if ascertained. All checks
23 mailed to the PAGA Group that are not cashed within 180 days of issuance are deemed void and
24 shall be paid to the Controller of the State of California within thirty (30) calendar days of their
25 expiration, to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et*
26 *seq.*, for the benefit of those members of the PAGA Group who did not cash their checks, until
27 such time that they claim their property. If requested by the Court, Plaintiff's Counsel and
28 Defense Counsel shall report to the Court the total value of checks cashed by the PAGA Group

(and the total amount that was uncashed by the PAGA Group) at a date set by the Court after the close of the 180-day period.

6. The Settlement Administrator shall not disburse any settlement funds except as provided herein, as ordered by the Court, or as agreed upon, in writing, by Defense Counsel and Plaintiff's Counsel. Subject to further orders and/or directions as may be made by the Court, the Settlement Administrator is authorized to execute such transactions on behalf of the PAGA Group as are consistent with the terms of this Stipulation.

7. No later than January 31 of the year following payment of their individual portion of the PAGA Fund, the Settlement Administrator will prepare and issue IRS Form 1099 to members of the PAGA Group who received a payment in an amount that requires the issuance of IRS Form 1099 pursuant to IRS regulations.

VI. CLAIMS RELEASED BY THE PAGA GROUP

A. Claims Released by The LWDA and all Members of The PAGA Group

Upon the date of entry of an order by the Court in this Action approving this Settlement, the LWDA and the PAGA Group, including Plaintiff, fully release and forever discharge the Released Parties from any and all Released Claims. As a result of this release, the PAGA Group will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*, for any violations of the Released Claims that took place during the PAGA Period.

B. Tax Treatment And Tax Indemnification

PAGA Group will assume any tax obligations or consequences which may arise from this Settlement. PAGA Group release any and all claims that they have or may have against Defendant for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Settlement or any compensation provided at any time by Defendants or any of the Released Parties. If any state or federal taxing authority contacts, investigates, or pursues any action against any PAGA Group for their individual share of taxes related to any payments made under this Settlement or any compensation provided at any time by Defendant or any of the Released Parties,

1 each member of the PAGA Group shall be responsible for their own defense of and payment for
2 any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for
3 the member of the PAGA Group's share of any state or federal tax obligation. If a member of the
4 PAGA Group has questions about any liability to any state or federal taxing authority, they should
5 contact the Settlement Administrator. Members of the PAGA Group should not contact
6 Defendant, any of the Released Parties, or Defense Counsel.

7 Each party to this Agreement acknowledges and agrees that (1) no provision of this
8 Agreement, and no written communication or disclosure between or among the parties or their
9 attorneys and other advisers, is or was intended to be, nor shall any such communication or
10 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
11 States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) each party to this
12 Agreement (a) has relied exclusively upon his, her or its own, independent legal and tax advisers
13 for advice (including tax advice) in connection with this Agreement, (b) has not entered into this
14 Agreement based upon the recommendation of any other party or any attorney or advisor to any
15 other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or
16 adviser to any other party to avoid any tax penalty that may be imposed on the party; and (3) no
17 attorney or adviser to any other party has imposed any limitation that protects the confidentiality
18 of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally
19 binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any
20 transaction, including any transaction contemplated by this Agreement.

21 **C. Claims Released by Plaintiff**

22 1. In addition to the Released Claims, upon the date of entry of an order by the
23 Court in this Action approving this Settlement, Plaintiff will generally release any and all claims
24 against the Released Parties. This general release of all claims includes any and all complaints,
25 claims, liabilities, obligations, promises, agreements, controversies, damages, costs, losses, debts
26 and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever,
27 including but not limited to claims arising from the California Constitution; the California Labor
28 Code, California Business and Professions Code §17200 *et seq.*, the Older Workers' Benefit

1 Protection Act; the Private Attorneys General Act of 2004 pursuant to *Arias v. Superior Court*
2 (2009) 46 Cal.4th 969; and claims of defamation and/or libel, or any other damage to reputation
3 claims; breach of implied contract or for claims of a breach of the covenant of good faith and fair
4 dealing, as well as any other express or implied covenant; or any other statute or common law
5 principle of similar effect, known or unknown, which the person giving this release now has,
6 owns, or holds, or claims to have, own or hold, or which said person at any time heretofore had,
7 owned, or held, or claimed to have, own, or hold or which said person at any time hereinafter may
8 have, own, or hold, or claim to have, own, or hold, against the Defendant, arising from acts,
9 events, or circumstances occurring on or before the effective date of this Agreement.

10 2. As to the foregoing claims, Plaintiff expressly waives the benefits of
11 California Civil Code section 1542. Civil Code section 1542 provides:

12 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
13 **WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT**
14 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
15 **EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM**
OR HER MUST HAVE MATERIALLY AFFECTED HIS OR
HER SETTLEMENT WITH THE DEBTOR.

16 **VII. MISCELLANEOUS PROVISIONS**

17 **A. Voiding The Settlement**

18 A failure of the Court to approve any material condition of this Settlement shall render the
19 entire Settlement voidable and unenforceable as to Plaintiff and Defendant, at the option of
20 Plaintiff or Defendant. However, if the Court does not approve the Settlement, the Parties shall
21 request leave to work jointly to attempt to modify the Settlement in order to obtain the Court's
22 approval. Each party may exercise its option to void this Settlement as provided above by giving
23 notice, in writing, to the other parties, and to the Court, within five (5) days after the Order
24 granting approval of the Settlement has been received by the party seeking to void the Settlement.

25 **B. Submission to LWDA**

26 Within 10 days after entry of a Judgement or Order approving, denying, or modifying the
27 award of civil penalties contemplated by this Settlement, the Parties shall submit a copy of the
28 Judgement or Order to the LWDA pursuant to Labor Code section 2699(I)(3).

1 **C. Mutual Full Cooperation**

2 Plaintiff, Defendant, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate
3 with each other to accomplish the terms of this Settlement, including, but not limited to, taking
4 such action as may reasonably be necessary to implement the terms herein. The Parties agree to
5 use their best efforts and any other efforts that may become necessary by Order of the Court, or
6 otherwise, to effectuate this Settlement.

7 **D. Parties' Authority**

8 The signatories hereto represent that they are fully authorized to enter into this Settlement.

9 **E. Binding Nature of The Settlement**

10 1. This Settlement shall be binding upon, and inure to the benefit of, the
11 successors or assigns of the Released Parties. Plaintiff represents, covenants, and warrants that he
12 has not directly or indirectly, assigned, transferred, encumbered, any claim, demand, action, cause
13 of action or rights released in the Released Claims in this Settlement. This Settlement also shall
14 be binding upon Plaintiff and the PAGA Group.

15 2. This Settlement may be amended or modified only by a written instrument
16 signed by Plaintiff's Counsel and Plaintiff, as well as Defense Counsel and Defendant. No rights
17 under this Settlement may be waived except in writing.

18 3. This Settlement and any attached exhibits constitute the entire agreement
19 between Plaintiff and Defendant relating to the terms contained herein. All prior or
20 contemporaneous agreements, understandings and statements, whether oral or written, whether
21 express or implied, and whether by a party or its counsel, concerning this Settlement are merged
22 herein. No oral or written representations, warranties or inducements have been made to any party
23 concerning this Settlement or its exhibits other than the representations, warranties and covenants
24 contained and memorialized in such documents.

25 4. Paragraph titles or captions contained herein are inserted as a matter of
26 convenience and for reference, and in no way define, limit, extend, or describe the scope of this
27 Settlement or any of its provisions. Each term of this Settlement is intended to be contractual and
28 not merely a recital.

F. Joint Drafting of Settlement Documents

1. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result of a series of arm's-length negotiations, taking into account all relevant factors, present and potential.

2. This Settlement has been drafted jointly by Plaintiff's Counsel and Defense Counsel and, therefore, in any construction or interpretation of this Settlement, the same shall not be construed against any of the Parties.

3. Plaintiff and Plaintiff's Counsel agree that none of the documents provided to them by Defendant shall be used for any purpose other than the settlement of this Action. Specifically, none of the documents provided shall be used to pursue any subsequent claims or litigation against Defendant or the Released Parties.

G. Execution of The Settlement

This Settlement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The signature page of each counterpart may be attached to a single document which shall for all purposes be treated as an original. To facilitate execution and delivery of this Settlement, the parties may execute and exchange by facsimile or electronic image (i.e., as a ".pdf" file) counterparts of the signature pages and/or sign by electronic means (i.e., with DocuSign).

H. No Press Release or Publicity Regarding The Terms of Settlement

Plaintiff and Plaintiff's Counsel, as well as Defendant and Defense Counsel, agree that they will not issue any media or press release, initiate any contact with the media or the press, respond to any media or press inquiry or have any communications with the media or the press about the fact, amount or terms of this Settlement. Plaintiff and Plaintiff's Counsel shall not publicize or refer to the fact or amount of the Settlement, on their websites, social media, any other marketing materials, or legal publication. Plaintiff and Plaintiff's Counsel will not state on their websites, social media, any other marketing materials, or legal publications, that Defendant engaged in any act contrary to California law, or denied payment owed to individuals classified as independent contractors or employees, or otherwise disparage Defendant, or otherwise identify

1 Defendant. Defendant shall be allowed to report the Settlement or results of this lawsuit if required
2 to do so by public disclosure regulatory requirements or with respect to any financial or other
3 disclosures which in their judgment are necessary.

4 **I. Continuing Jurisdiction of The Court**

5 Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the
6 Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor
7 and enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the
8 administration of the benefits of this Settlement.

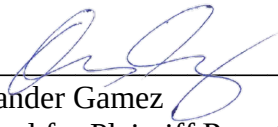
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10 **ACCEPTED AND AGREED:**

11
12 Dated: 09/22/2022



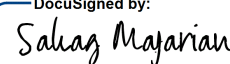
Plaintiff Rene "Rosario" Hernandez

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15 Dated: 09/22/2022



Alexander Gamez
Counsel for Plaintiff Rene "Rosario" Hernandez

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19 Dated: 9/22/2022

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Sahag Majarian II
Counsel for Plaintiff Rene "Rosario" Hernandez

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23 Dated:

Eric Reiter
on behalf of Defendant Reiter Brothers, Inc.

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3 disclosures which in their judgment are necessary.

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7 and enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the
8 administration of the benefits of this Settlement.

9
10 **ACCEPTED AND AGREED:**

11
12 Dated:

Plaintiff Rene "Rosario" Hernandez

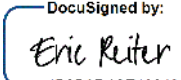
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15 Dated:

Alexander Gamez
Counsel for Plaintiff Rene "Rosario" Hernandez

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19 Dated:

Sahag Majarian II
Counsel for Plaintiff Rene "Rosario" Hernandez

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22 Dated: 9/29/2022

DocuSigned by:

1B9D9D4CE183404...

Eric Reiter
on behalf of Defendant Reiter Brothers, Inc.

1 **APPROVED AS TO FORM**

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Dated: 9/30/22

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NOLAND, HAMERLY, ETIENNE & HOSS


Ana C. Toledo
Counsel for Defendant Reiter Brothers, Inc.

Exhibit A

Settlement Administrator

Address Line

Address Line

IMPORTANT LEGAL MATERIALS

CLMNT_IDNO - UAA - <<SequenceNo>>

<<Name1>>

<<Name2>>

<<Address1>>

<<Address2>>

<<City>> <<State>> <<Zip10>>

<<CountryName>>

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Hernandez v. Reiter Brothers, Inc.

(Ventura County Superior Court, Case No. 56-2021-00556294-CU-OE-VTA)

I. NOTICE OF PAGA SETTLEMENT

The Ventura County Superior Court (the “Court”) has approved a settlement in the above-captioned action filed by Rene “Rosario” Aguilar (“Plaintiff”) on behalf of herself, the State of California, and all other “aggrieved employees” against Reiter Brothers, Inc. (“Defendant”).

In this lawsuit, Plaintiff alleges that Defendant violated the California Labor Code by: (1) failing to pay for all hours worked; (2) failing to pay for all overtime compensation; (3) failing to provide timely, off-duty meal periods or compensation for meal period violations; (4) failing to authorize and permit timely, off-duty rest periods or compensation for rest period violations; (5) failing to furnish complete and accurate itemized wages statements and (6) failing to timely pay all final wages owed upon separation of employment. Plaintiff is solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under the Private Attorneys General Act (“PAGA”).

Defendant denies these allegations. Defendant maintains that it was in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

The Court has not made a determination about Plaintiff’s allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

You are receiving this Notice because you are in the group of employees referred to as the “PAGA Group,” which is defined as: Defendant’s California non-exempt employees who worked for Defendant in the State of California at any time from July 13, 2020 to July 31, 2022.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

Pursuant to the terms of the Settlement Agreement, your individual PAGA payment is estimated to be <<**CheckAmount**>>.

Each individual PAGA payment was calculated on a pro rata basis (i.e., proportional) based on the number pay periods worked by each member of the PAGA Group in the PAGA Period divided by the total number of pay periods worked by all members of the PAGA Group.

“PAGA Period” refers to the time period from July 13, 2020 to July 31, 2022.

III. RELEASE

The Court has approved the parties’ Settlement Agreement (“Settlement”). By operation of the Settlement’s terms, the LWDA and members of the PAGA Group, including Plaintiff, fully release and forever discharge the Released Parties from any and all Released

Claims. As a result of this release, members of the PAGA Group will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*, for any violations of the Released Claims that took place during the PAGA Period.

“Released Parties” means Defendant, its affiliated companies and their respective parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns.

“Released Claims” means all claims, rights, demands, liabilities and causes of actions that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the Action, including any and all claims under the California Private Attorneys General Act of 2004, which include, but are not limited to: violations of California Labor Code sections 201 to 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194, 1197, 1198, 1199, 2699, and the California Industrial Welfare Commission Wage Order, which may have arisen during the PAGA Period.

IV. SETTLEMENT ADMINISTRATOR

You may call the Settlement Administrator, CPT Group toll free at 1(XXX) XXX-XXXX with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the Controller of the State of California within thirty (30) calendar days of their expiration, to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, for the benefit of those PAGA Settlement Members who did not cash their checks, until such time that they claim their property. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE