

FARRAH MIRABEL, STATE BAR NO. 162933
fmesq@fmirabel.com
LAW OFFICES OF FARRAH MIRABEL
1070 Stradella Rd.
LOS ANGELES, CA 90077
TELEPHONE: (714) 972-0707 | FAX: (949) 417-1796

Attorneys for Plaintiff, ARMANDO AMBRIZ, on behalf of himself and for all similarly situated persons

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

ARMANDO AMBRIZ, on behalf of himself and
for all similarly situated persons

Plaintiff,

vs.

GOLDEN STATE AG SERVICES, INC., a
California Corporation; HELENA AGRI-
ENTERPRISES, LLC, a Limited Liability
Company; COASTAL EMPLOYMENT
SERVICES LLC, a Limited Liability Company;
and DOES 1-50,

Defendants .

Case No.: BCV-21-102274
Assigned to: HON. BRADSHAW
Dept.: J

**DECLARATION OF FARRAH MIRABEL
IN SUPPORT OF MOTION FOR COURT
APPROVAL OF THE PARTIES' PAGA
SETTLEMENT**

Date: October 27, 2022
Time: 8:30 a.m.
Department J

DECLARATION OF FARRAH MIRABEL

I, Farrah Mirabel, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Law Offices of Farrah Mirabel, attorneys of record for Plaintiff ARMANDO AMBRIZ. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would testify competently thereto.

EDUCATION

2. My 1989 Bachelor of Science degree is in Electrical and Computer Engineering. While working full time for Ford Motor Company in Michigan, I attended the University of Detroit law school and graduated in 1992. I was admitted to the California Bar in December 1992, and I have been practicing law for approximately 29 years. I am also admitted to practice before the United States Court of Appeal, Ninth Circuit, and the United States District Courts for the Northern and Central Districts of California. I am also a member of the United States Patent and Trademark Bar, to which I was admitted in 1999.

LITIGATION AND PAGA ACTION EXPERIENCE

3. I am an experienced trial attorney. I was admitted to the bar in December 1992 and have been practicing since 1993, about 29 years, I have conducted many jury and bench trials on top of hundreds of depositions, mediations, and arbitration hearings. I have appealed several court decisions, judgments, and rulings. I am experienced and qualified to evaluate Plaintiff's PAGA claims, the viability of Defendants' defenses, and the risks and benefits of settlement versus trial on a fully-informed basis.

4. I am qualified to handle this litigation because I have been litigating Labor Code Violations in single, class action, and PAGA actions since 2010. By way of example, I have and continue to litigate several cases against the largest firms in the country, including Littler, Latham & Watkins, O'Melveny & Myers, Morrison & Foerster, Jackson Lewis, Sheppard Mullin, Seyfarth Shaw and Reed Smith LLP. Currently, our active caseload included plaintiff's wrongful termination, wage and hour class action cases, and PAGA cases against employers.

EXAMPLES OF CLASS AND PAGA ACTION RESULTS

I have been certified as class counsel for the following class action matters: Jaime Sanchez v. Matchmaster Dyeing and Finishing Inc., case number BC572723, Los Angeles County; Fausto Cortez et al. v. Pacific Hotel Management, Inc., Case number 30-2014-00701706-CU-OE-CXC, (Orange County Superior court); Darren Rankins, Jr and Miguel Paralta v.

ATV, Case numbers 19STCV24428 and 19STCV32329, Los Angeles County; Manuel Rocha v, Lamb Chops Case # BCV-20-102541 (Kern County); and Rosales Sanchez v. Vista Verde et al. Case number 21C-0111 (Kings County). I also was PAGA counsel for Hector Vieyra and Rafael Ramirez v. Spearman Clubs Inc. dba Laguna Niguel Racquet Club, Case numbers 30-2020-01156371 and 30-2020-01141764 (Orange County).

5. At the present time I am in the process of seeking approval for two recently settled class and PAGA actions, and additionally, I am actively litigating about 10 PAGA and/or employment class actions.

SETTLEMENT AGREEMENT

6. Marked and attached hereto as **“EXHIBIT A”** is the PAGA Settlement and Release Agreement (“PAGA Settlement” or “PAGA Settlement Agreement”) entered into by and between Plaintiff ARMANDO AMBRIZ (“Plaintiff”), individually and on behalf of all other aggrieved employees, on the one hand, and Defendants GOLDEN STATE AG SERVICES, INC., a California Corporation; HELENA AGRI-ENTERPRISES, LLC, a Limited Liability Company; COASTAL EMPLOYMENT SERVICES LLC, a Limited Liability Company (“Defendants”), on the other hand (collectively, the “Parties”). The Parties and their counsel have approved the proposed Notice of Settlement (“PAGA Notice”), which is attached to the PAGA Settlement Agreement as “Exhibit 1”, and the Parties respectfully request that the Court approve it as well.

INITIATION OF PLAINTIFF'S LAWSUIT

7. Plaintiff alleges that Defendants employed Plaintiff from September 2019 to June 2021. Plaintiff retained my office as counsel after raising his concerns about his compensation and time worked with Defendants, in addition to his concerns about whether Defendants wrongfully terminated him. Plaintiff and I diligently investigated each of Plaintiff's claims by reviewing documents.

1 8. On July 13, 2021, Plaintiff provided the LWDA with written notice of his intent to file a
2 representative action for civil penalties under PAGA concerning claims against Defendants on
3 behalf of him, the State of California, and other non-party Aggrieved Employees. Plaintiff
4 defines “Aggrieved Employees” as “other current and former non-exempt, hourly employees
5 against whom one or more of the alleged violations was committed.” Plaintiff’s LWDA Notice is
6 attached hereto as “**Exhibit B**”.

7 9. On September 27, 2021, Plaintiff filed his complaint entitled ARMANDO AMBRIZ v.
8 GOLDEN STATE AG SERVICES, INC., a California Corporation; HELENA AGRI-
9 ENTERPRISES, LLC, a Limited Liability Company; COASTAL EMPLOYMENT SERVICES
10 LLC, a Limited Liability Company, alleging both individual and PAGA claims under the
11 California Labor Code.

12 10. Plaintiff alleges eleven separate causes of action in his Complaint, including individual
13 causes of action and a cause of action for civil penalties pursuant to the PAGA. These include,
14 but are not limited to, individual causes of action for unpaid overtime, failure to pay minimum
15 wages, failure to provide meal periods, failure to authorize and permit rest breaks, unpaid
16 premium pay for non-compliant meal and rest breaks, failure to maintain accurate payroll
17 records, failure to issue proper wage statements, failure to provide rest days, and for waiting time
18 penalties under Labor Code section 203. Moreover, Plaintiff’s complaint individually seeks
19 consequential damages in the form of emotional distress and lost wages for Defendants’ alleged
20 wrongful termination in violation of public policy. Finally, Plaintiff’s complaint seeks recovery
21 under the Private Attorney General Act of 2004 (“PAGA”) on behalf of himself, the State of
22 California, and Defendants’ non-exempt, hourly employees.

23 **THE MEDIATION AND INFORMAL DISCOVERY PROCESS**

24
25 11. After service of the complaint on all Defendants and engaging in many emails and
26 telephonic meet and confer discussions regarding Plaintiff’s PAGA claims and Defendants’
27 defenses to the same, both Parties agreed to mediate. In preparation for the mediation,
28

1 Defendants agreed to provide Plaintiff with a reasonable and random sampling of the time and
2 payroll records of the “Aggrieved Employees.” In total, the sampling provided consisted of
3 approximately 1193 pages of time and payroll records for 15 randomly-selected employees.

4 12. On April 15, 2022, the Parties engaged in mediation before mediator Justice Steven M.
5 Vartabedian (Ret.), who is a well-respected mediator, experienced in mediating labor and
6 employment matters. During the mediation, the Parties were not able to negotiate a complete
7 settlement of Plaintiff’s individual and PAGA claims. Thereafter, the Parties continued informal
8 settlement negotiations of Plaintiff’s individual and PAGA claims. At all times, the Parties’
9 negotiations were adversarial and non-collusive. The terms of the PAGA Settlement are now set
10 forth in complete and final form in the PAGA Settlement Agreement. The Settlement therefore
11 constitutes a fair, adequate, and responsible compromise of the claims at issue. **(Exhibit “A”).**

12 13. I acknowledge that \$10,000 is a relatively small PAGA settlement amount for
13 approximately 120 non-exempt, hourly employees. However, I also acknowledge that
14 Defendants produced compliant and detailed policies as to overtime, meal periods, and rest
15 periods, as well as approximately 1193 pages of time and payroll records, which support
16 Defendants’ position that they complied with the California Labor Code during the relevant time
17 period. While Defendants contend that the Court would be unlikely to impose *any* PAGA
18 penalties here, the parties negotiated a fair and reasonable PAGA settlement in light of the facts
19 of Plaintiff’s claims and Defendants’ defenses, as Defendants desired a release from liability for
20 civil penalties arising under PAGA for the claims alleged in Plaintiff’s July 13, 2021 LWDA
21 Notice and Operative Complaint.

22 14. Additionally, on June 15, 2022, the U.S. Supreme Court issued a decision in *Viking*
23 *River Cruises, Inc. v. Moriana* (June 15, 2022) 142 S.Ct. 1906 holding that [1] a former
24 employer was entitled to enforce an arbitration agreement insofar as it mandated arbitration of
25 the former employee’s individual PAGA claim, abrogating *Iskanian v. CLS Transp. Los Angeles,*
26 *LLC*, 59 Cal. 4th 348, 327 P. 3d 129, and [2] the former employee lacked statutory standing to
27 maintain her representative PAGA claims. As a result, Plaintiff in this action believes this
28

1 settlement for PAGA claims is reasonable due the existing arbitration agreement signed by the
2 Plaintiff.

3 15. Furthermore, on July 20, 2022, the California Supreme Court granted review in *Adolph v.*
4 *Uber Technologies, Inc.*, Cal. Ct. App. Case No. G059860, which indicates that it may intend to
5 address the questions of state law addressed by the U.S. Supreme Court in *Viking River Cruises,*
6 *Inc. v. Moriana*, 142 S. Ct. 1906 (2022).

7 16. In light of the potential enforcement of the Parties' arbitration agreement and dismissal of
8 Plaintiff's representative PAGA action under *Viking River Cruises*, and uncertainty under *Adolph*
9 *v. Uber Technologies, Inc.*, and in light of the risks associated with litigation, and Defendants'
10 contention that the Court would be unlikely to impose *any* PAGA penalties here, the parties
11 negotiated a fair and reasonable PAGA settlement as Defendants desired a release from liability
12 for civil penalties arising under PAGA for the claims alleged in Plaintiff's July 13, 2021 LWDA
13 Notice and September 27, 2021 Operative Complaint.

14 17. I anticipate that, at trial, Defendants could make a potentially persuasive argument that
15 Defendants adopted and enforced legally-compliant meal and rest break policies and procedures,
16 such as by (1) supplying Employee Handbooks with compliant and detailed policies to ensure all
17 employees understood break policies; and (2) by providing verbal and written reminders to take
18 all legally-required breaks.

19 18. Additionally, the time records of the employees sampled showed meal periods that were
20 consistently compliant.

21 19. Defendants will argue they had compliant policies and practices related to pay and
22 timekeeping, including that (1) employees were required to record all time worked and a
23 prohibition of off-the-clock work, which Aggrieved Employees acknowledged; (2) Defendants
24 paid all minimum wages and overtime as required by law; and (3) all time worked was to be
25 recorded by employees in timesheets, which was timely paid by Defendants throughout
26 employment and at termination.
27
28

1 20. Further, the payroll records of the employees sampled showed that Defendants paid
2 overtime whenever an employee recorded it on his or her timesheet.

3 21. Additionally, Defendants believed that they had compliant policies and practices related
4 to maintenance of payroll records and issuance of compliant wage statements containing all of
5 the information required by California Labor Code Section 226(a), which is permitted under the
6 Labor Code.

7 22. A subject of the Parties' telephonic meet and confer discussions was also Defendants'
8 intention to bring a Motion to Dismiss PAGA claims due to the *Viking River Cruises* case.

9 23. Plaintiff is also concerned that Defendants might make a motion to strike PAGA Claims
10 based on manageability grounds, prior to trial. Defendants contended they did uphold any
11 unlawful policy or practice on a uniform basis and, thus, proving any violations would be
12 entirely reliant on individualized assessments. While Plaintiff disagrees that this analysis is
13 legally correct or persuasive, I had to consider the foregoing facts and arguments and how they
14 might impact any judgment ultimately awarded to Aggrieved Employees if the Court were
15 persuaded by them.

16 24. In light of the aforementioned significant risks, the strength of Defendants' defenses, and
17 given that PAGA gives the Court broad discretion to reduce any penalties ultimately awarded, I
18 determined that the Settlement Payment of \$10,000.00 was fair, reasonable, and warranted by the
19 circumstances of this case.

20 21 **SETTLEMENT TERMS** 22

23 25. Following mediation, the Parties engaged in many additional telephonic and email meet
24 and confer discussions regarding Plaintiff's PAGA claims and Defendants' defenses to the same,
25 and the Parties continued informal settlement negotiations of Plaintiff's individual and PAGA
26 claims. At all times, the Parties' negotiations were adversarial and non-collusive. The terms of
27 the PAGA Settlement are now set forth in complete and final form in the PAGA Settlement
28

1 Agreement. The Settlement constitutes a fair, adequate, and responsible compromise of the
2 claims at issue.

3 26. Subject to Court approval, the PAGA settlement of \$10,000.00, shall be allocated
4 pursuant to the PAGA, Labor Code §2699(i), as follows:

- 5 a. \$2,500 for the Settlement Administrator;
- 6 b. \$290 for litigation costs to Plaintiff's counsel;
- 7 c. 75% of the remainder of the Gross Settlement Amount – estimated to be \$5,407.50 -
8 will be paid to the LWDA; and
- 9 d. 25% of the remainder of the Gross Settlement Amount- estimated to be \$1,802.50 -
10 will be distributed on a pro-rata basis to all current and former non-exempt, hourly
11 employees of Defendants Golden State AG Services, Inc. and Coastal Employment
12 Services LLC, who were assigned to Defendant Helena Agri- Enterprises, LLC, who
13 worked at any time on or between July 13, 2020 through the date of the Order of
14 Final Approval and the date of the Final Judgment ("PAGA Members"). There are
15 approximately 120 Aggrieved Employees.

16
17 The Settlement Payment will be fully distributed in accordance with the terms of the
18 PAGA Settlement Agreement, and there is no reversion to Defendants.

19 27. Plaintiff is not receiving any separate or additional enhancement or consideration in
20 connection with the PAGA Settlement. Plaintiff's counsel is not receiving any separate or
21 additional consideration for attorney's fees in connection with the PAGA Settlement.

22 28. If approved, the Settlement would only release Defendants and other releasees from all
23 PAGA claims related to Plaintiff's claims. The PAGA Members will be subject to only a limited
24 release strictly confined to the civil penalties available under PAGA, and the release
25 appropriately covers the PAGA claims initially brought by Plaintiff. Apart from the named
26 Plaintiff, who is executing a general release, the Settlement would not impact any other PAGA
27
28

1 Member's ability to pursue individual Labor Code claims. I believe that this limited scope of the
2 release also supports approval.

3 29. I am not aware of any other cases that may be impacted by this PAGA Settlement.
4 Furthermore, the LWDA's searchable online database indicates that Plaintiff's PAGA case is the
5 only PAGA case currently pending against Defendants.

6
7 **SUBMISSION TO THE LWDA**

8 30. Proof of submission to the LWDA of Plaintiff's Motion for Court Approval of Parties'
9 PAGA Settlement and all supporting documents (which includes the PAGA Settlement
10 Agreement) is attached hereto as "**EXHIBIT C**".

11
12 I declare under penalty of perjury under the laws of the State of California that the foregoing
13 is true and correct.

14 Executed on September 29, 2022, at Los Angeles, California.

15
16
17
18 By: /s/ Farrah Mirabel
19 Farrah Mirabel
20 **Attorney for PLAINTIFF,**
21 **ARMANDO AMBRIZ**
22
23
24
25
26
27
28

EXHIBIT “A”

PAGA SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release (hereinafter “PAGA Settlement”, “Agreement”, or “PAGA Settlement Agreement”) is made and entered into by and between Plaintiff Armando Ambriz (hereinafter “Plaintiff”), individually and as a private attorney general on behalf of the State of California and PAGA Members (as defined below) pursuant to Labor Code section 2698 *et seq.*, the Private Attorneys General Act (“PAGA”), on the one hand, and Defendants Golden State AG Services, Inc., Helena Agri-Enterprises, LLC, and Coastal Employment Services LLC (hereinafter, “Defendants”), on the other hand. Plaintiff and Defendants are collectively referred to herein as “the Parties.”

This PAGA Settlement shall be binding on Plaintiff, the State of California, and the PAGA Members, and on Defendants, all of their affiliated entities, parents, subsidiaries, owners, officers, executives, directors, and managers, subject to the terms and conditions hereof, the approval of the Court, and notification to the Labor and Workforce Development Agency (hereinafter “LWDA”).

I. DEFINITIONS

The following terms, when used in this PAGA Settlement Agreement, shall have the following meanings:

1. **“Action”** refers to the civil action pending in Superior Court of California, County of Kern, titled *Armando Ambriz, Plaintiff v. Golden State AG Services, Inc., Helena Agri-Enterprises, LLC, and Coastal Employment Services LLC and DOES 1 to 50, Defendants*, Case No. BCV-21-102274-JEB.

2. **“Court”** refers to the Superior Court of California, County of Kern.

3. **“Covered Claims”** means and refers to any and all claims, demands, rights, liabilities, and/or causes of action for civil penalties pursuant to PAGA arising during the Covered Period for the following Labor Code violations alleged in Plaintiff’s July 13, 2021 LWDA Notice and/or in the Action: (1) Missed Rest Breaks (Cal. Labor Code § 226.7(a)); (2) Missed Meal Breaks (Cal. Labor Code §§ 226.7, 512, 1198); (3) Failure to Pay Minimum Wages (Cal. Labor

Code §§ 1194, 1197); (4) Failure to Pay All Overtime Worked (Cal. Labor Code §§ 510, 1194, 1198); (5) Failure to Pay All Wages Earned (Cal. Labor Code § 204); (6) Improper Wage Statements and Failure to Keep Accurate Personnel and Payroll Records (Cal. Labor Code §§ 226, 1174, 1198.5); (7) Failure to Pay Wages Upon Separation (Cal. Labor Code §§ 201-203); (8) Denial of Equal Pay for Substantially Similar Work (Cal. Labor Code §§ 1197.5, 1199.5); and (9) Failure to Provide Rest Days (Cal. Labor Code §§ 551-553).

4. **“Covered Period”** shall mean the period from July 13, 2020 through the date of the Approval Order and Judgment.

5. **“Defendants”** shall mean and refer to Golden State AG Services, Inc., Helena Agri-Enterprises, LLC, and Coastal Employment Services LLC.

6. **“Defense Counsel”** shall refer to John E. Fitzsimmons, Kevin Harlow, and Vani Parti of DLA Piper LLP (US), and Rissa A. Stuart of Kahn, Soares & Conway, LLP.

7. **“Effective Date”** and **“Final”** shall mean the date this Settlement is approved as provided herein and the Court’s Approval Order and Judgment become final and are no longer appealable. For purposes of this Settlement, “becomes final and is no longer appealable” shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the Approval Order and Judgment may be timely filed and none is filed; (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the Approval Order and Judgment, the day after the last date for filing a request for further review of the Approval Order and Judgment passes, and no further review is requested; or (c) if an appeal is filed and the Approval Order and Judgment is affirmed and further review of the order is requested, (i) the day after the request for review is denied with prejudice and/or no further review of the decision can be requested, or (ii) if review is accepted, the day after the California Supreme Court affirms the Settlement. The Effective Date cannot occur, and Defendants will not be obligated to fund this Settlement, unless and until there is no

possibility of any appeal that could potentially prevent this Settlement from becoming final and binding.

8. **“Eligible Pay Periods”** shall mean each PAGA Member’s individual pay periods assigned to Defendant Helena Agri-Enterprises, LLC during the Covered Period according to Defendants’ business records.

9. **“Gross Settlement Amount”** shall mean and refer to the \$10,000.00 that Defendants are obligated to pay under the terms of this proposed settlement. The Gross Settlement Amount is non-reversionary, such that the entire amount will be disbursed and none will revert to Defendants.

10. **“Individual Settlement”** shall mean and refer to the individual settlement between Plaintiff and Defendants for individual claims that are not encompassed by this PAGA Settlement Agreement, including Plaintiff’s claims for wrongful termination, discrimination, and retaliation.

11. **“PAGA Counsel”** shall refer to Farrah Mirabel of Law Offices of Farrah Mirabel, 1070 Stradella Rd., Los Angeles, CA 90077.

12. **“PAGA Member”** or **“PAGA Members”** shall mean any and all current and former employees for Defendants Golden State AG Services, Inc. and Coastal Employment Services LLC assigned to Defendant Helena Agri-Enterprises, LLC during the Covered Period.

13. **“PAGA Member Share”** shall mean and refer to each PAGA Members’ share of the 25% of PAGA penalties allocated to the PAGA Members in accordance with Labor Code section 2699(i).

14. **“PAGA Settlement”** shall mean this PAGA Settlement and Release Agreement.

15. **“Plaintiff”** shall refer to Named Plaintiff Armando Ambriz.

16. **“Released Parties”** shall mean and refer to Defendants and all their respective past and present affiliated entities, parents, subsidiaries, owners, officers, shareholders, executives, managers, directors, employees, agents, and attorneys.

17. **“Settlement Administration Costs”** shall mean the amount that the Court approves for payment to the Settlement Administrator for services rendered in administering the Settlement, which shall not exceed \$2,500.00. The Gross Settlement Amount will be used to pay for any Settlement Administration Costs awarded by the Court.

18. **“Settlement Administrator”** shall mean, subject to Court approval, Phoenix Class Action Administration Solutions, a third-party settlement administrator.

19. **“Settlement Fund Account”** shall mean the bank account established by the Settlement Administrator pursuant to the terms of this Settlement Agreement, from which all monies payable under the terms of this Settlement shall be paid, as set forth herein.

20. **“Void Date”** means the 121st day after issuance of PAGA Member Share checks to PAGA Members, upon which the PAGA Member Share checks will no longer be valid and negotiable.

II. RECITALS

21. Plaintiff was an employee of Defendants Golden State Ag Services, Inc. and Coastal Employment Services LLC during the Covered Period.

22. On July 13, 2021, Plaintiff sent notice to the LWDA giving notice of his intent to pursue a representative PAGA action on behalf of himself, the State of California, other allegedly-aggrieved employees (LWDA No. LWDA-CM-769865-20). In Plaintiff’s notice, he expressed intent to pursue the following claims against Defendants under PAGA: (1) Missed Rest Breaks (Cal. Labor Code § 226.7(a)); (2) Missed Meal Breaks (Cal. Labor Code §§ 226.7, 512, 1198); (3) Failure to Pay Minimum Wages (Cal. Labor Code §§ 1194, 1197); (4) Failure to Pay All Overtime Worked (Cal. Labor Code §§ 510, 1194, 1198); (5) Failure to Pay All Wages Earned (Cal. Labor Code § 204); (6) Improper Wage Statements and Failure to Keep Accurate Personnel and Payroll Records (Cal. Labor Code §§ 226, 1174, 1198.5); (7) Failure to Pay Wages Upon Separation (Cal. Labor Code §§ 201-203); (8) Denial of Equal Pay for Substantially Similar Work (Cal. Labor Code §§ 1197.5, 1199.5); and (9) Failure to Provide Rest Days (Cal. Labor Code §§

551-553).

23. On September 27, 2021, Plaintiff filed a Complaint in the Superior Court of the State of California, County of Kern, entitled *Armando Ambriz, Plaintiff v. Golden State AG Services, Inc., Helena Agri-Enterprises, LLC, and Coastal Employment Services LLC and DOES 1 to 50, Defendants*, Case No. BCV-21-102274. Plaintiff's Complaint alleges claims of: (1) Missed Rest Breaks (Cal. Labor Code § 226.7(a)); (2) Missed Meal Breaks (Cal. Labor Code §§ 226.7, 512, 1198); (3) Failure to Pay Minimum Wages (Cal. Labor Code §§ 1194, 1197); (4) Failure to Pay All Overtime Worked (Cal. Labor Code §§ 510, 1194, 1198); (5) Failure to Pay All Wages Earned (Cal. Labor Code § 204); (6) Failure to Maintain Accurate Payroll Records (Cal. Labor Code §§ 226(a), 1174, 1198.5); (7) Failure to Pay Wages Upon Separation (Cal. Labor Code §§ 201-203); (8) Denial of Equal Pay for Substantially Similar Work (Cal. Labor Code §§ 1197.5, 1199.5); (9) Failure to Provide Rest Days (Cal. Labor Code §§ 551-553); (10) Wrongful Termination in Violation of Public Policy; (11) Violation of California Business & Professions Code § 17200 et seq.; and (12) Civil Penalties Pursuant to PAGA for all claims listed in Plaintiff's July 13, 2021 written notice to the LWDA.

24. The Parties engaged in informal discovery, exchanging information, documents and reviewing and analyzing extensive time and payroll data made available by Defendants which enabled the parties to thoroughly evaluate Plaintiff's claims, Defendants' defenses, and the likely outcomes, risks, and expense of pursuing litigation.

25. On April 15, 2022, the Parties engaged in mediation before mediator Justice Steven M. Vartabedian (Ret.). Thereafter, the Parties continued informal settlement negotiations.

26. The Parties agree a bona fide dispute exists as to whether any amount of penalties are due from Defendants to any California employees, including Plaintiff, and to the LWDA.

27. The Parties intend to fully and finally resolve the Covered Claims as to Plaintiff, the State of California, and the PAGA Members.

28. The Parties are not aware of any other cases that may be impacted by the Settlement.

29. The Parties further agree that the Agreement, the fact of this Settlement, any of the terms of this Agreement, and any documents filed in connection with the Settlement shall not constitute, or be offered, received, claimed, construed, or deemed as an admission, finding, or evidence of: (i) any wrongdoing by any of the Released Parties (defined above), (ii) any violation of any statute or law by any of the Released Parties, (iii) any liability on the claims or allegations in the Action on the part of any of the Released Parties, (iv) any waiver of Defendants' right to arbitration or the enforceability of any arbitration agreement, or (v) the propriety of certifying a litigation class or collective (conditionally or otherwise) or pursuing representative relief under the PAGA in the Action or any other civil or administrative proceeding; and this Agreement shall not be used by any person for any purpose whatsoever in any administrative or legal proceeding, including but not limited to arbitrations, other than a proceeding to enforce the terms of the Agreement.

30. *NOW, THEREFORE, IT IS HEREBY CONSENTED TO, AND AGREED*, by Plaintiff for himself and on behalf of the State of California and the PAGA Members, on the one hand, and by Defendants, on behalf of themselves and the Released Parties, on the other hand, that, subject to the approval of the Court, the Action shall be settled, compromised, and dismissed, on the merits and with prejudice, and the Covered Claims shall be finally and fully compromised, settled and dismissed as to the Released Parties, in the manner and upon the terms and conditions hereafter set forth in this Agreement.

III. TERMS OF SETTLEMENT

31. In consideration of the mutual covenants, promises and representations set forth in this Settlement, Plaintiff, on behalf of the State of California as a Private Attorney General, and Defendants agree to settle and compromise the Action and the Covered Claims, subject to the terms and conditions set forth in this Settlement.

32. The Amount of Settlement. As consideration for the settlement described herein and the release contained in this Settlement, Defendants agree to pay the following Gross Settlement Amount of \$10,000.00 in connection with the Settlement. The Gross Settlement Amount will be allocated as follows:

- (a) Court-approved Settlement Administration Costs, estimated \$2,500;
- (b) Court-approved litigation costs to be paid to PAGA Counsel in the amount of \$290;
- (c) 75% of the remainder of the Gross Settlement Amount, (\$5,407.50) paid to the LWDA; and
- (d) 25% of the remainder of the Gross Settlement Amount, (\$1,802.50) paid to the PAGA Members on a pro-rata basis.

33. Attorney's Fees and Attorney's Costs. Except for the \$290 in litigation costs set forth in paragraph 33(b), PAGA Counsel is not receiving any separate or additional consideration for attorney's fees or costs in connection with this Settlement.

34. Plaintiff's Enhancement. Plaintiff is not receiving any separate or additional enhancement or consideration in connection with the PAGA Settlement.

35. Allocation and Calculation of the PAGA Penalties. Each PAGA Member shall receive a portion of the Gross Settlement Amount on a pro-rata basis using a ratio of (a) the number of Eligible Pay Periods worked by the PAGA Member during the Covered Period to (b) the total number of Eligible Pay Periods worked by all PAGA Members during the Covered Period. As stated above, the Gross Settlement Amount is \$10,000. After deduction for Court-approved Settlement Administration Costs, seventy-five percent of the remainder of the Gross Settlement Amount will be paid to the LWDA, as required by Labor Code section 2699(i), and twenty-five percent of the remainder of the Gross Settlement Amount will be distributed to PAGA Members on a pro-rata basis based on the formula set forth below. Each PAGA Member's pro-rata share of the Gross Settlement Amount represents their PAGA Member Share.

- (a) PAGA Member Share. Plaintiff and the PAGA Members shall receive a pro rata share of the 25% of the Gross Settlement Amount (after deduction for Court-approved Settlement Administration Costs). Plaintiff and each PAGA Member shall receive a pro rata value equal to PAGA Members' 25% of the Gross Settlement Amount (after deduction for Court-approved Settlement Administration Costs) multiplied by the ratio of (a) the number of Eligible Pay Periods worked by that PAGA Member to (b) the total number of Eligible Pay Periods worked by all PAGA Members.

36. Tax Treatment of Settlement Amounts. One hundred percent of each PAGA Member Share shall be deemed penalties and reported as miscellaneous income which shall be subject to IRS Form 1099 reporting only to the extent required by law. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiff acknowledges that he has obtained no tax advice from Defendants and that neither Defendants nor their attorneys have made any representation concerning the tax consequences, if any, of the any payment to be made pursuant to this Agreement. To the extent that this Settlement or any of its attachments is interpreted to contain or constitute advice regarding any state or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Defendants are not responsible for any PAGA Member's tax obligations regarding the allocation of the settlement payments. Each Party to this Settlement (for purposes of this section, the "Acknowledging Party" and each Party to this Settlement Agreement other than the Acknowledging Party, an "other Party") acknowledges and agrees that: (a) no provision of this Settlement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended); (b) the Acknowledging Party (i) has relied exclusively upon his, her, or its

own independent legal and tax counsel for advice (including tax advice) in connection with this Settlement, (ii) has not entered into this Settlement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (iii) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (c) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

IV. RELEASES

37. Release By All PAGA Members. Upon the approval by the Court of this Settlement, each PAGA Member (including Plaintiff), shall, for the Covered Period, fully release and forever discharge Defendants and the Released Parties from the Covered Claims.

38. Release by Plaintiff. In addition to his participation in the Release By all PAGA Members, upon the Effective Date of this Settlement Plaintiff has agreed to a separate Individual Settlement that is intended to compensate Plaintiff for his individual claims, including wrongful termination, discrimination, and retaliation that are not at issue in the cause of action for PAGA. Plaintiff is providing a full release of individual claims to the extent permitted by law, other than non-releasable claims such as workers' compensation claims, as part of that Individual Settlement agreement. The payment set forth in the Individual Settlement is contingent on the approval of this PAGA Settlement by the Court. In the event this PAGA settlement is not approved by the Court, the Individual Settlement agreement shall have no effect.

39. Res Judicata Effect. The Parties agree that this Settlement Agreement and the releases contained herein shall, upon the Effective Date, have full *res judicata* effect on, and shall be final and binding as to Plaintiff, the State of California, and all PAGA Members, as permitted by law.

40. Waiver of Right to Appeal. Provided that the Judgment is consistent with the material terms of this Agreement, Plaintiff, Defendants, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until such time as their appeal is finally resolved and the Judgment becomes Final, as defined in this Agreement.

41. No Right to Opt-Out or Object. The Parties agree there is no statutory right for any PAGA Settlement Group Member to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any PAGA Settlement Group Member to appeal the approval of the Settlement by the Court.

V. MOTION FOR APPROVAL OF PAGA SETTLEMENT

42. The Parties recognize that in accordance with Labor Code Section 2699(I) Court approval is required in the event of a settlement of a PAGA action on a representative basis. However, as explained in *Arias v. Superior Court*, 46 Cal.4th 969 (2009), the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore need not obtain approval of the PAGA settlement through a motion for preliminary or final approval. *See also Mendoza v. Nordstrom, Inc.*, 2 Cal. 5th 1074 (2017) (“PAGA authorizes a representative action without the need for class certification.”); *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1123 (9th Cir. 2014) (“a PAGA suit is fundamentally different than a class action” in that PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA action.”); *Williams v. Sup. Ct.*, 3 Cal.5th 531, 546-547 (2017) (“PAGA does not make other potentially aggrieved employees parties or clients of plaintiff’s counsel, does not impose on

a plaintiff or counsel any express fiduciary obligations, and does not subject a plaintiff or counsel to scrutiny with respect to the ability to represent a large class.”)

43. Instead, in order to comply with the requirements of Labor Code Section 2699(I), Plaintiff shall submit a motion for approval of the PAGA Settlement to the Court, identifying the key terms of the PAGA Settlement and requesting that the Court approve the PAGA Penalties provided for in this Settlement Agreement (“Approval Motion”). Plaintiff shall concurrently apply to the Court for the entry of an Order approving the PAGA Penalties provided for in the Settlement and entering judgment in the Action (“Approval Order and Judgment”).

44. If the Court should fail to approve the PAGA Settlement as agreed upon by the Parties, the Parties shall coordinate efforts to address the Court’s questions or concerns and resubmit the Approval Motion or other action as required by the Court. If, after the Parties make a second attempt to obtain approval of the terms of the PAGA Settlement, unless the Parties specifically agree to continue with their coordinated efforts to obtain Court approval, (a) the Court fails to approve this Settlement in the form agreed to by the Parties, or (b) the Court’s approval of this Settlement is reversed, modified, or declared or rendered void, then (i) this PAGA Settlement shall be considered null and void; (ii) neither this Settlement nor any of the related negotiations or proceedings shall be of any force or effect; and (iii) the Parties shall stand in the same position, without prejudice, as if the Settlement and Approval Motion had been neither entered into nor filed with this Court. Invalidation of any material portion of this Settlement, shall invalidate this Settlement, unless the Parties subsequently agree in writing that the remaining provisions shall remain in full force and effect.

VI. ADMINISTERING THE SETTLEMENT

45. The Parties agree, subject to the Court’s approval, to retain Phoenix Class Action Administration Solutions to administer this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest. The Settlement

Administrator shall be responsible for: establishing the Settlement Fund Account; distributing the Gross Settlement Amount; preparing, printing, and mailing the PAGA Member Share checks and accompanying Notice to PAGA Members; printing and providing PAGA Members with IRS Form 1099's to the extent required by law; providing a due diligence declaration for submission to the Court upon completion of administration of the Settlement; and such other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all settlement administration responsibilities. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator.

46. Within fifteen (15) calendar days after the Effective Date, Defendants will provide the Settlement Administrator with each PAGA Member's: (1) full name; (2) last known home address; (3) last known telephone number; (4) number of pay periods worked while assigned to Defendant Helena Agri-Enterprises, LLC during the Covered Period; and (5) social security number. This information shall be used solely for the administration of the Settlement and for no other purpose, and shall not be shared with any persons or entity not employed by the Settlement Administrator and working on the administration of the Settlement.

47. Defendants shall fund the Settlement by delivering the Gross Settlement Amount to the Settlement Administrator within twenty-one (21) calendar days of the Effective Date, for deposit into the Settlement Fund Account.

48. Within thirty-five (35) calendar days following the Effective Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Settlement Administration Costs.

49. Within thirty-five (35) days following the Effective Date, the Settlement Administrator shall pay from the Settlement Fund Account \$290 in Court-approved litigation costs to PAGA Counsel.

50. Within thirty-five (35) calendar days following the Effective Date, the Settlement Administrator shall issue from the Settlement Fund Account the PAGA Member Shares to be paid to PAGA Members for the twenty-five percent (25%) of the Gross Settlement Amount that remains following deduction of the Court-approved Settlement Administration Costs. Prior to mailing checks to the PAGA Members, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. A Notice approved by the Parties, in advance of Plaintiff filing the Approval Motion, explaining this Settlement will be included in the mailing of each PAGA Member's check and submitted to the Court for its review and approval. **The Notice is attached hereto as Exhibit 1.** Defendant shall be responsible for paying for the translation of the Notice into Spanish. Any checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address, or Social Security number of the PAGA Member involved, and will then perform a single re-mailing. Any checks issued to PAGA Members shall remain valid and negotiable for one hundred twenty (120) calendar days from the date of their issuance and then shall become void on the 121st day after issuance, i.e., the Void Date. Any check re-mailings will not extend the Void Date. The Parties agree that if there are uncashed checks following the Void Date, the Settlement Administrator shall transmit the value of the uncashed checks to the State of California Controller's Office, Unclaimed Property Fund under the name of the employee(s) who did not cash the check(s).

51. Withing thirty-five (35) days following the Effective Date, the Settlement Administrator shall issue from the Settlement Fund Account a check payable to the LWDA for the 75% of the Gross Settlement Amount that remains following deduction of the Court-approved Settlement Administration Costs and litigation costs to PAGA Counsel.

52. Within five (5) business days of transmitting the value of any uncashed checks to the State of California Controller's Office, Unclaimed Property Fund, the Settlement

Administrator will provide the Parties with a written declaration under oath to certify that it has completed administration of the Settlement. PAGA Counsel shall file this declaration with the Court within five (5) business days of receipt.

VII. DUTIES OF THE PARTIES REGARDING APPROVAL

53. Promptly upon execution of this Settlement, Plaintiff shall apply to the Court for approval of the proposed Settlement. Plaintiff shall also apply to the Court for the entry of an order and final judgement approving this Settlement, as required by Labor Code section 2699(I).

54. At the same time the proposed Settlement is submitted to the Court, Plaintiff shall submit the proposed Settlement to the LWDA, as required by Labor Code section 2699(I)(1). PAGA Counsel will also file a declaration in support of the Approval Motion confirming that Plaintiff has submitted the Settlement Agreement to the LWDA in compliance with Labor Code section 2699(I)(1).

55. Pursuant to California Labor Code section 2699(I)(3), PAGA Counsel will also provide a copy of the Court-approved Approval Order and Judgment in the Action to the LWDA within ten (10) days after entry of the Approval Order and Judgment.

VIII. PARTIES' AUTHORITY

56. The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and bind the Parties hereto to the terms and conditions hereof.

IX. MUTUAL FULL COOPERATION

57. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. As soon as practicable after execution of this Settlement, PAGA Counsel shall, with the assistance and cooperation of Defendants and their

counsel, take all necessary steps to secure the approval of this Settlement from the Court.

X. MEDIA OR PRESS

58. Plaintiff and Defendants, and their respective counsel, recognize, accept, and agree that the Parties to this Settlement Agreement desire that the terms of this Settlement Agreement, the fact of the PAGA Settlement embodied in this Settlement Agreement, the disposition of the Action, the Action, and all matters relating to the litigation of the Action, including discovery proceedings therein, and evidence obtained during the course of the Action, shall not be discussed with, publicized, or presented to the media or press. The Parties and their counsel shall not issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the Settlement Agreement, including the fact of the Settlement Agreement, its terms or contents and the negotiations underlying the Settlement Agreement, except as shall be contractually required to effectuate the terms of the Settlement Agreement. In response to any inquiries, including those from media outlets, concerning the Settlement, the Parties and their respective counsel agree that they shall simply respond by stating, “the matter has resolved.”

XI. NO PRIOR ASSIGNMENTS

59. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, or purported to assign, or transfer to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

XII. NO ADMISSION

60. Nothing contained herein nor is the consummation of this Settlement to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part

of Defendants or any of the Released Parties. Each of the Parties hereto has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. Defendants deny that they have engaged in any unlawful activity, that they have failed to comply with the law, or that they have any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendants.

XIII. NON-EVIDENTIARY USE

61. Whether or not the Effective Date occurs, neither this Agreement nor any of its terms nor the Settlement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendants or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Action, or any other civil, criminal, or administrative action or proceeding except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendants to establish that a PAGA Member has resolved any of his/her claims released through this Agreement.

XIV. ATTORNEYS' FEES, COSTS AND EXPENSES

62. Each party shall bear its/his own attorneys' fees, costs, and expenses, taxable or otherwise, incurred by it/him arising out of the Action, and shall not seek reimbursement thereof from any other party to this Agreement.

XV. CONSTRUCTION

63. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arms-length negotiations between the Parties and that this Agreement constitutes the entire agreement between Plaintiff (on behalf of himself and all other PAGA

Members) and Defendants regarding actual or potential claims asserted by Plaintiff against the Released Parties. Excluding the Individual Settlement Agreement between the Parties, and any Arbitration or Confidentiality Agreement executed by Plaintiff with Defendants, all of which will remain in full force and effect, this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding those claims or potential claims and the resolution of those claims. Consequently, no other agreement, statement, or promise made by one Party to another as to any matter addressed in this Agreement shall be binding or valid.

XVI. CAPTIONS AND INTERPRETATIONS

64. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

XVII. MODIFICATION

65. This Settlement may not be amended, changed, altered, or modified, except in writing and signed by the Parties (or their successors-in-interest) hereto. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

XVIII. MISCELLANEOUS

66. This Settlement contains the entire agreement between the Parties relating to the Settlement of the Covered Claims and Plaintiff's Released Claims, and all prior or contemporaneous agreements (except any Arbitration Agreement and the Individual Settlement Agreement), understandings, representations, and statements, whether oral or written and whether by a party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing. The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the

other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters that would alter or change the terms of this Agreement. No representations, warranties, or inducements have been made to any party concerning this Agreement other than those expressly set forth or referred to herein.

67. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

68. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

69. Amounts paid to PAGA Members pursuant to this Settlement Agreement do not count as earnings or compensation for purposes of any benefits (e.g., 401(f) plans or retirement plans) sponsored by Defendants.

70. This Settlement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties. The counterparts may be transmitted electronically (PDF) or by facsimile.

71. This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

72. The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement shall not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

73. Plaintiff agrees and covenants that he shall not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory, maliciously false, or

disparaging remarks, comments, or statements concerning Defendants and/or the Released Parties or Defendants' existing and prospective customers, suppliers, investors, and other associated third parties, now or in the future. Nothing in this Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful.

74. The Court shall retain jurisdiction to enforce this Agreement pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Action and over all Parties and PAGA Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

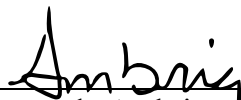
75. This Agreement shall not be subject to collateral attack by any PAGA Member. Such prohibited collateral attack shall include, but not be limited to, claims that the PAGA Member failed, for any reason, to timely receive his or her Individual Settlement Payment.

THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT AND KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

[SIGNATURES ON FOLLOWING PAGES]

DATED: September 12, 2022

PLAINTIFF


Armando Ambriz

DATED: _____

GOLDEN STATE AG SERVICES, INC.

By: _____

Name:

Title:

DATED: _____

HELENA AGRI-ENTERPRISES, LLC

By: _____

Name:

Title:

DATED: _____

COASTAL EMPLOYMENT SERVICES LLC

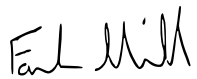
By: _____

Name:

Title:

DATED: 9/12/22

LAW OFFICES OF FARRAH MIRABEL

By: 
Farrah Mirabel

Attorneys for Plaintiff
ARMANDO AMBRIZ

DATED: September 12, 2022

PLAINTIFF

Ambriz
Armando Ambriz

DATED: September 14, 2022

GOLDEN STATE AG SERVICES, INC.

By: [Signature]

Name: Enrique Gonzalez
Title: President

DATED: _____

HELENA AGRI-ENTERPRISES, LLC

By: _____

Name:

Title:

DATED: _____

COASTAL EMPLOYMENT SERVICES LLC

By: _____

Name:

Title:

DATED: 9/12/22

LAW OFFICES OF FARRAH MIRABEL

By: [Signature]

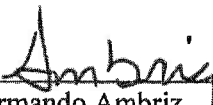
Farrah Mirabel

Attorneys for Plaintiff

ARMANDO AMBRIZ

DATED: September 12, 2022

PLAINTIFF


Armando Ambriz

DATED: _____

GOLDEN STATE AG SERVICES, INC.

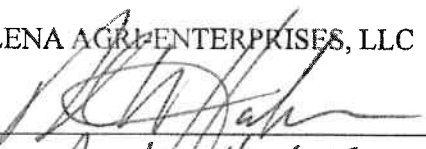
By: _____

Name:

Title:

DATED: 9/16/2022

HELENA AGR ENTERPRISES, LLC

By: 

Name: David W. Hawkins

Title: CEO + CFO

DATED: _____

COASTAL EMPLOYMENT SERVICES LLC

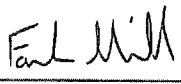
By: _____

Name:

Title:

DATED: 9/12/22

LAW OFFICES OF FARRAH MIRABEL

By: 

Farrah Mirabel

Attorneys for Plaintiff

ARMANDO AMBRIZ

DATED: _____

PLAINTIFF

Armando Ambriz

DATED: _____

GOLDEN STATE AG SERVICES, INC.

By: _____

Name:

Title:

DATED: _____

HELENA AGRI-ENTERPRISES, LLC

By: _____

Name:

Title:

DATED: 9/23/21 _____

COASTAL EMPLOYMENT SERVICES LLC

By: [Signature] _____

Name:

Title: Manager

DATED: _____

LAW OFFICES OF FARRAH MIRABEL

By: _____

Farrah Mirabel

Attorneys for Plaintiff

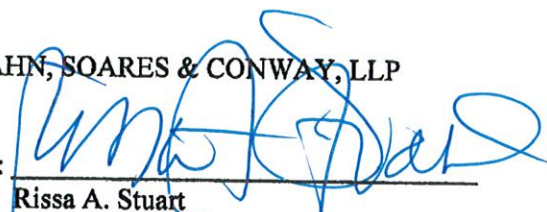
ARMANDO AMBRIZ

DATED:

9/26/22

KAHN, SOARES & CONWAY, LLP

By:


Rissa A. Stuart
Attorneys for Defendants
GOLDEN STATE AG SERVICES,
INC., and COASTAL EMPLOYMENT
SERVICES LLC

DATED:

9/21/2022

DLA PIPER LLP (US)

By:

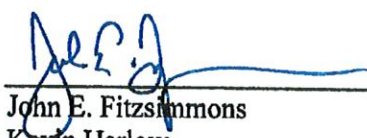

John E. Fitzsimmons
Kevin Harlow
Vani Parti
Attorneys for Defendant
HELENA AGRI-ENTERPRISES, LLC

EXHIBIT 1

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

The parties to the lawsuit titled *Armando Ambriz v. Golden State AG Services, et al.*, filed in the Superior Court of the State of California for the County of Kern, Case No. BCV-21-102274-JEB (the "Action"), have reached a settlement that affects you. Plaintiff Armando Ambriz ("Plaintiff"), as proxy of the State of California and on behalf of all current and former employees of Defendants Golden State AG Services, Inc. and Coastal Employment Services LLC assigned to Defendant Helena Agri-Enterprises, LLC (collectively, "Defendants") during the period from July 13, 2020 through _____, 202__ ("PAGA Members"), filed suit against Defendants for alleged Labor Code violations. Generally, Plaintiff sought civil penalties under the California Private Attorneys General Act ("PAGA"), claiming that Defendants failed to pay minimum or overtime wages for all hours worked, failed to provide meal periods, failed to authorize and permit rest periods, failed to issue accurate itemized wage statements or keep accurate records, failed to pay all wages due at the time of termination, denied equal pay for substantially similar work, and failed to provide rest days.

Defendants deny each of Plaintiff's claims. However, to avoid the time and expense associated with further litigation, Plaintiff and Defendants agreed to settle the case.

Pursuant to the release approved by the Court, Plaintiff, as proxy for the State of California and on behalf of all PAGA Members, released the Released Parties from any and all claims, demands, rights, liabilities, and/or causes of action for civil penalties pursuant to PAGA arising between July 13, 2020 through _____, 202__, for the following Labor Code violations alleged in Plaintiff's July 13, 2021 Notice to the Labor and Workforce Development Agency and/or in the Action: (1) Missed Rest Breaks (Cal. Labor Code § 226.7(a)); (2) Missed Meal Breaks (Cal. Labor Code §§ 226.7, 512, 1198); (3) Failure to Pay Minimum Wages (Cal. Labor Code §§ 1194, 1197); (4) Failure to Pay All Overtime Worked (Cal. Labor Code §§ 510, 1194, 1198); (5) Failure to Pay All Wages Earned (Cal. Labor Code § 204); (6) Improper Wage Statements and Failure to Keep Accurate Personnel and Payroll Records (Cal. Labor Code §§ 226, 1174, 1198.5); (7) Failure to Pay Wages Upon Separation (Cal. Labor Code §§ 201-203); (8) Denial of Equal Pay for Substantially Similar Work (Cal. Labor Code §§ 1197.5, 1199.5); and (9) Failure to Provide Rest Days (Cal. Labor Code §§ 551-553). This release only applies to claims for civil penalties under PAGA, and not any other claim or right that you may have.

The Released Parties are Defendants and all their respective past and present affiliated entities, parents, subsidiaries, owners, officers, shareholders, executives, managers, directors, employees, agents, and attorneys.

According to Defendants' records, you are a PAGA Member and are therefore entitled to a share of the settlement. Enclosed is a check representing your share of the settlement. The check shall remain valid for one hundred twenty (120) days. One hundred percent (100%) of your share of the settlement shall be deemed penalties and reported as miscellaneous income for which an IRS Form 1099 will be issued, if required by law. You shall be solely and legally responsible for paying any and all applicable taxes on your share of the settlement.

If you have any questions, please contact:

Settlement Administrator

Name

Address

Telephone

EXHIBIT “B”

Law Offices of
Farrah Mirabel
Fmesq@mirabel.com
1070 Stradella Rd.
Los Angeles, California 90077
Tel (714) 972-0707 Fax (949) 417-1796

July 13, 2021

via CERTIFIED MAIL

Attn. PAGA Administrator
California Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612
(510) 286-1362

GREG MANCINI
GOLDEN STATE AG SERVICES, INC.
161 N. M STREET
TULARE CA 93274

GREG MANCINI
GOLDEN STATE AG SERVICES, INC.
1168 Leland Ave
TULARE CA 93274

CT CORPOTATION
HELENA AGRI-ENTERPRISES, LLC
330 N Brand Blvd, Suite 700,
Glendale, CA 91203.

HELENA AGRI-ENTERPRISES, LLC
15216 County Line Rd
Delano, CA 93215

HELENA AGRI-ENTERPRISES, LLC
225 SCHILLING BLVD STE 300
COLLIERVILLE TN 38017

In Re PAGA NOTICE: ARMANDO AMBRIZ v. GOLDEN STATE AG SERVICES, INC. and HELENA AGRI-ENTERPRISES, LLC

Dear PAGA Administrator:

Our firm represents the interests of ARMANDO AMBRIZ (Plaintiff), former employee of GOLDEN STATE AG SERVICES, INC. and HELENA AGRI-ENTERPRISES, LLC (referred to as the “Defendants”). Plaintiff was employed by Defendants as laborer and worked until May 29, 2021.

**PAGA NOTICE LETTER, In Re In Re ARMANDO AMBRIZ v. GOLDEN STATE
AG SERVICES, INC.**

Page 2

The purpose of this notice is to comply with the statutory exhaustion requirements of Labor Code section 2699.3 prior to commencing an action pursuant to Labor Code section 2699, *et seq.* We request that your agency investigate the claims in this letter and the labor code and wage order violations as listed below.

This notice is submitted, at a foundation level, on behalf of the Plaintiff and all other Defendants' employees, both current and former, impacted by the alleged Labor Code violations including, *inter alia*, Labor Code sections:

- 1. Violation of Labor Code § 226.7(a) (Missed Rest Breaks);**
- 2. Violation of Labor Code § 226.7, 512 and 1198 (Missed Meal Breaks);**
- 3. Violation of Labor Code §1194 & §1197 (Failure to Pay Minimum Wages);**
- 4. Violation of Labor Code §510 and 1194, 1198 (Failure to Pay All Overtime Worked);**
- 5. Violation of Labor Code § 204 (Failure to Pay All Wages Earned);**
- 6. Violation of Labor Code § 226, 1174, 1198.5 and 226, (Failure to Keep Records, Improper Wage Statements and maintain accurate personnel and payroll records);**
- 7. Violation of Labor Code § 201-203 (Failure to Pay Wages Upon Separation);**
- 8. Violation of Labor Code Sections 1197.5, 1199.5 (paying Latino employees from South America, less than other employees);**
- 9. Violation of Labor Code Sections 551-553 (Forcing employees to work seven days a week);**

During the relevant timeframe, Defendants employed Plaintiff as non-exempt hourly employee beginning in 2019 and terminated on May 19, 2021, when a superior named Ricardo complained to the supervisor George. Plaintiff was employed as a truck driver who was spraying chemicals and also checking/maintaining the trucks.

The supervisor, George, was not allowing Plaintiff to take any rest breaks for full day of work which lasted minimum of 4 hours. Plaintiff was told that Defendants were understaffed, therefore, they could not take rest breaks. Plaintiff was hired to work shifts of over four hours, up to 12-16 hours but was not allowed to take a ten-minute, uninterrupted rest break for each 4 hour shift. Plaintiff worked during the rest periods either under the direction and supervision of Defendants, or with Defendants' knowledge and consent.

Defendants failed to compensate Plaintiff at the required rate for each occasion in which Defendants failed to provide rest breaks. Furthermore, Defendants created schedules that made it difficult or impossible for Plaintiff and other employees to take their rest breaks during each of the 4 hour shifts.

Also, during his employment, Plaintiff did not receive a thirty-minute, uninterrupted, off-duty meal break for every shift he worked that lasted more than five hours. Furthermore, Defendants created schedules that made it difficult or impossible for Plaintiff to take uninterrupted meal breaks every 5 hours. When he was working more than 10 hours, or 15 hours, he never was able to take a second and/or third meal break either.

Also, Plaintiff's meal breaks were interrupted by his superiors.

Plaintiff was forced to work before clocking in. i.e. he was asked to clean the truck and take the trash out before clocking in. Also, Plaintiff's superior would clock him out sooner than the actual finish time, even if he needed longer time to finish his shifts. Plaintiff was not paid for actual hours he worked.

Plaintiff and other employees received wages and wage statements which did not account for all the hours worked and did not account for the premiums due to employees for the missed breaks, nor accounted for overtime pay for hours employees worked. When Plaintiff worked more than 40 hours a week, he was not paid over time for all the hours worked more than 40 hours per week.

Therefore, Plaintiff claims that Defendants did not provide him and all other past and present employees with uninterrupted rest and meal breaks. Defendants are understaffed and cannot possibly provide its employees including Plaintiff with their statutory breaks. Furthermore, Plaintiff claims that the past and present employees did not receive an hour of premium pay, for each missed break, for all days they did not receive a proper rest or meal break. As a result, Defendants failed to pay its employees for all wages earned.

Defendants failed to maintain accurate payroll records, such that Plaintiff was given wage statements which were inaccurate and Plaintiff was not paid for all the wages and overtime compensation.

Defendants did not issue an accurate final paycheck to Plaintiff in accordance with the timeframes prescribed by law.

Plaintiff claims on his own behalf and also on behalf of all past and present employees that he worked in excess of statutory hours per week and did not receive compensation for all the hours worked and was not paid overtime.

Plaintiff claims that because Defendants did not properly compensate its employees for all the hours worked, did not pay for an hour of pay, for each missed break, for all days they did not receive a proper rest and meal break, and failed to pay them overtime for all hours worked, the employees' wage statements did not accurately reflect all the hours

worked and the wages earned. As such, Plaintiff claims that Defendants provided all its past and present employees with improper wage statements.

Defendants forced Plaintiff and other employees to work seven days a week. Labor Code § 551 provides: “Every person employed in any occupation of labor is entitled to one day’s rest therefrom in seven.” Labor Code § 552 states that: “No employer of labor shall cause his employees to work more than six days in seven.” An employer that violates these provisions may be sued under Labor Code § 558(a)(2) (penalty of \$100/pay period) the Private Attorney General Act (penalty of \$200/pay period).

Plaintiff claims that Defendants intentionally discriminated against him and other employees because they are Latino immigrant, non-sophisticated laborers from Southern America with no knowledge of labor law and Defendants purposefully hires them to exploit them and take advantage of them by underpaying their wages especially the fact that Plaintiff and others were forced to work, 7 days a week, without getting accurate overtime payment.

Moreover, Defendants failed to pay timely accurate paycheck upon the separation of the employees. Therefore, Plaintiff also claims a violation of Labor Code section 201-203 on behalf of all employees who stopped working for the Defendant.

Plaintiff claims that Defendants’ conduct, as stated herein, including not keeping track of actual working hours and meal periods, not paying their employees all wages owed, including wages for all hours worked, overtime, missed rest and meal breaks, and not providing its employees with accurate wage statements, not paying timely paycheck upon the separation of the employee, has been unfair, unlawful, and harmful to all its past and present employees, including Plaintiff, and to the general public. As such, this letter is written to comply with the notice and reporting requirements of Labor Code section 2699.3.

Plaintiff can be contacted through their attorney of record:

Farrah Mirabel, Esq.
LAW OFFICES OF FARRAH MIRABEL
1070 Stradella Rd.
Los Angeles, California 90077

Plaintiff and other similarly situated individuals, past and present employees, may also be entitled to penalties pursuant to Labor Code section 2699, et seq.

On behalf of Plaintiff, and all other past and present employees, our office will be filing a civil complaint against Defendant, alleging the above causes of action including PAGA

CALIFORNIA LWDA

Private Attorneys General Act Notice

**PAGA NOTICE LETTER, In Re In Re ARMANDO AMBRIZ v. GOLDEN STATE
AG SERVICES, INC.**

Page 5

claim and request damages pursuant to but not limited to the following labor code sections **98.6, 201-205, 210, 216, 218.5, 221, 225.5, 223, 226.2, 226.3, 226.7, 233, 234, 246, 246.5, 510-512, 551-553, 558, 558.1, 1174, 1174.5, 1193.6, 1194-1197.1, 1198-1199.5 and 2698-2699, 2699.5 and 2802 and applicable IWC.**

Very truly yours,

LAW OFFICES OF FARRAH MIRABEL

/s/ Farrah Mirabel

Farrah Mirabel, Esq.

Law Offices of Farrah Mirabel

*Law Offices of
Farrah Mirabel
Fmesq@mirabel.com
1070 Stradella Rd.
Los Angeles, California 90077
Tel (714) 972-0707 Fax (949) 417-1796*

July 13, 2021

via CERTIFIED MAIL

Attn. PAGA Administrator
California Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612
(510) 286-1362

COASTAL EMPLOYMENT SERVICES LLC
26 21ST CT.
HERMOSA BEACH CA 90254

COASTAL EMPLOYMENT SERVICES LLC
329 NOKOMIS AVE, UNIT J
VENICE, FLORIDA 34285

STEVEN PICKETT
COASTAL EMPLOYMENT SERVICES LLC
5716 CORSA AVE. SUITE 110
WESTLAKE VILLAGE CA 91362

AMENDED PAGA NOTICE FOR LWDA-CM-837698-21

In Re PAGA NOTICE: ARMANDO AMBRIZ v. GOLDEN STATE AG SERVICES, INC. and HELENA AGRI-ENTERPRISES, LLC and COASTAL EMPLOYMENT SERVICES LLC

Dear PAGA Administrator:

On July 13, 2021, we filed our PAGA notice of **LWDA-CM-837698-21** but it inadvertently omitted the name of employer COASTAL EMPLOYMENT SERVICES LLC. Therefore, we are amending to add the name of COASTAL EMPLOYMENT SERVICES LLC as an additional party.

Our firm represents the interests of ARMANDO AMBRIZ (Plaintiff), former employee of GOLDEN STATE AG SERVICES, INC. and HELENA AGRI-ENTERPRISES, LLC and COASTAL EMPLOYMENT SERVICES LLC (referred to as the “Defendants”). Plaintiff was employed by Defendants as driver/laborer and worked until May 29, 2021.

The purpose of this notice is to comply with the statutory exhaustion requirements of Labor Code section 2699.3 prior to commencing an action pursuant to Labor Code section 2699, *et seq.* We request that your agency investigate the claims in this letter and the labor code and wage order violations as listed below.

This notice is submitted, at a foundation level, on behalf of the Plaintiff and all other Defendants' employees, both current and former, impacted by the alleged Labor Code violations including, *inter alia*, Labor Code sections:

- 1. Violation of Labor Code § 226.7(a) (Missed Rest Breaks);**
- 2. Violation of Labor Code § 226.7, 512 and 1198 (Missed Meal Breaks);**
- 3. Violation of Labor Code §1194 & §1197 (Failure to Pay Minimum Wages);**
- 4. Violation of Labor Code §510 and 1194, 1198 (Failure to Pay All Overtime Worked);**
- 5. Violation of Labor Code § 204 (Failure to Pay All Wages Earned);**
- 6. Violation of Labor Code § 226, 1174, 1198.5 and 226, (Failure to Keep Records, Improper Wage Statements and maintain accurate personnel and payroll records);**
- 7. Violation of Labor Code § 201-203 (Failure to Pay Wages Upon Separation);**
- 8. Violation of Labor Code Sections 1197.5, 1199.5 (paying Latino employees from South America, less than other employees);**
- 9. Violation of Labor Code Sections 551-553 (Forcing employees to work seven days a week);**

During the relevant timeframe, Defendants employed Plaintiff as non-exempt hourly employee beginning in 2019 and terminated on May 19, 2021, when a superior named Ricardo complained to the supervisor George. Plaintiff was employed as a truck driver who was spraying chemicals and also checking/maintaining the trucks.

The supervisor, George, was not allowing Plaintiff to take any rest breaks for full day of work which lasted minimum of 4 hours. Plaintiff was told that Defendants were understaffed, therefore, they could not take rest breaks. Plaintiff was hired to work shifts of over four hours, up to 12-16 hours but was not allowed to take a ten-minute, uninterrupted rest break for each 4 hour shift. Plaintiff worked during the rest periods either under the direction and supervision of Defendants, or with Defendants' knowledge and consent.

Defendants failed to compensate Plaintiff at the required rate for each occasion in which Defendants failed to provide rest breaks. Furthermore, Defendants created schedules that made it difficult or impossible for Plaintiff and other employees to take their rest breaks during each of the 4 hour shifts.

Also, during his employment, Plaintiff did not receive a thirty-minute, uninterrupted, off-duty meal break for every shift he worked that lasted more than five hours. Furthermore, Defendants created schedules that made it difficult or impossible for Plaintiff to take uninterrupted meal breaks every 5 hours. When he was working more than 10 hours, or 15 hours, he never was able to take a second and/or third meal break either.

Also, Plaintiff's meal breaks were interrupted by his superiors.

Plaintiff was forced to work before clocking in. i.e. he was asked to clean the truck and take the trash out before clocking in. Also, Plaintiff's superior would clock him out sooner than the actual finish time, even if he needed longer time to finish his shifts. Plaintiff was not paid for actual hours he worked.

Plaintiff and other employees received wages and wage statements which did not account for all the hours worked and did not account for the premiums due to employees for the missed breaks, nor accounted for overtime pay for hours employees worked. When Plaintiff worked more than 40 hours a week, he was not paid over time for all the hours worked more than 40 hours per week.

Therefore, Plaintiff claims that Defendants did not provide him and all other past and present employees with uninterrupted rest and meal breaks. Defendants are understaffed and cannot possibly provide its employees including Plaintiff with their statutory breaks. Furthermore, Plaintiff claims that the past and present employees did not receive an hour of premium pay, for each missed break, for all days they did not receive a proper rest or meal break. As a result, Defendants failed to pay its employees for all wages earned.

Defendants failed to maintain accurate payroll records, such that Plaintiff was given wage statements which were inaccurate and Plaintiff was not paid for all the wages and overtime compensation.

Defendants did not issue an accurate final paycheck to Plaintiff in accordance with the timeframes prescribed by law.

Plaintiff claims on his own behalf and also on behalf of all past and present employees that he worked in excess of statutory hours per week and did not receive compensation for all the hours worked and was not paid overtime.

Plaintiff claims that because Defendants did not properly compensate its employees for all the hours worked, did not pay for an hour of pay, for each missed break, for all days they did not receive a proper rest and meal break, and failed to pay them overtime for all hours worked, the employees' wage statements did not accurately reflect all the hours

worked and the wages earned. As such, Plaintiff claims that Defendants provided all its past and present employees with improper wage statements.

Defendants forced Plaintiff and other employees to work seven days a week. Labor Code § 551 provides: “Every person employed in any occupation of labor is entitled to one day’s rest therefrom in seven.” Labor Code § 552 states that: “No employer of labor shall cause his employees to work more than six days in seven.” An employer that violates these provisions may be sued under Labor Code § 558(a)(2) (penalty of \$100/pay period) the Private Attorney General Act (penalty of \$200/pay period).

Plaintiff claims that Defendants intentionally discriminated against him and other employees because they are Latino immigrant, non-sophisticated laborers from Southern America with no knowledge of labor law and Defendants purposefully hires them to exploit them and take advantage of them by underpaying their wages especially the fact that Plaintiff and others were forced to work, 7 days a week, without getting accurate overtime payment.

Moreover, Defendants failed to pay timely accurate paycheck upon the separation of the employees. Therefore, Plaintiff also claims a violation of Labor Code section 201-203 on behalf of all employees who stopped working for the Defendant.

Plaintiff claims that Defendants’ conduct, as stated herein, including not keeping track of actual working hours and meal periods, not paying their employees all wages owed, including wages for all hours worked, overtime, missed rest and meal breaks, and not providing its employees with accurate wage statements, not paying timely paycheck upon the separation of the employee, has been unfair, unlawful, and harmful to all its past and present employees, including Plaintiff, and to the general public. As such, this letter is written to comply with the notice and reporting requirements of Labor Code section 2699.3.

Plaintiff can be contacted through their attorney of record:

Farrah Mirabel, Esq.
LAW OFFICES OF FARRAH MIRABEL
1070 Stradella Rd.
Los Angeles, California 90077

Plaintiff and other similarly situated individuals, past and present employees, may also be entitled to penalties pursuant to Labor Code section 2699, et seq.

On behalf of Plaintiff, and all other past and present employees, our office will be filing a civil complaint against Defendant, alleging the above causes of action including PAGA claim and request damages pursuant to but not limited to the following labor code

CALIFORNIA LWDA

Private Attorneys General Act Notice

**PAGA NOTICE LETTER, In Re In Re ARMANDO AMBRIZ v. GOLDEN STATE
AG SERVICES, INC. et al**

Page 5

sections 98.6, 201-205, 210, 216, 218.5, 221, 225.5, 223, 226.2, 226.3, 226.7, 233, 234, 246, 246.5, 510-512, 551-553, 558, 558.1, 1174, 1174.5, 1193.6, 1194-1197.1, 1198-1199.5 and 2698-2699, 2699.5 and 2802 and applicable IWC.

Very truly yours,

LAW OFFICES OF FARRAH MIRABEL

/s/ Farrah Mirabel

Farrah Mirabel, Esq.

Law Offices of Farrah Mirabel

EXHIBIT “C”