

PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement (“Settlement Agreement” or “Settlement”) is made and entered into between Plaintiffs Leobardo Geraldo and Daysi C. Arias (“Plaintiffs”), acting in a private attorney general capacity, and Defendant Santa Maria Harvesting, LLC (“Defendant” or “Santa Maria Harvesting”) (collectively, the “Parties”).

I. DEFINITIONS

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

1. “Actions” means (i) the matter titled *State of California, ex rel. Leobardo Geraldo v. Santa Maria Harvesting, LLC*, Santa Barbara Superior Court, Case No. 20CV03218, and as set forth in Leobardo Geraldo’s correspondence to the California Labor and Workforce Development Agency (“LWDA Letter”) dated September 25, 2020 and (ii) the matter titled *Daysi C. Arias v. Santa Maria Harvesting, LLC*, Santa Barbara Superior Court, Case No. 21CV02689, and as set forth in Daysi C. Arias’s LWDA Letter dated July 2, 2021.

2. “Aggrieved Employees” consist of all current and former non-exempt employees who worked for Santa Maria Harvesting in California at any time during the PAGA Period.

3. “Santa Maria Harvesting” or “Defendant” means Santa Maria Harvesting, LLC.

4. “Settlement Administrator” means Phoenix Settlement Administrators.

5. “Complaints” means the operative complaints in the Actions.

6. “Court” means the Superior Court of California for the County of Santa Barbara.

7. “Individual PAGA Payment” means the amount to be paid to each Aggrieved Employee based on the formula described herein.

8. “LWDA” means the California Labor and Workforce Development Agency.

9. “Gross Settlement Amount” is the non-reversionary sum of Five Hundred Eighty-Five Thousand Dollars and Zero Cents (\$585,000.00), which represents the total amount payable under this Settlement Agreement by Santa Maria Harvesting (subject to the Escalator Clause below), including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiffs’ attorneys’ fees and costs, payment of Plaintiffs’ enhancement payments, and payment to the Settlement Administrator for administration costs.

10. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts, if approved by the Court, are subtracted from the Gross Settlement Amount: (a) Plaintiffs’ attorneys’ fees up to one third of the Gross Settlement Amount; (b) Plaintiffs’ litigation costs up to \$25,000.00; (c) Plaintiffs’ enhancement payments up to \$7,500.00 to Leobardo Geraldo and \$7,500.00 to Daysi C. Arias; and (d) settlement administration costs up to \$7,500.

11. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

12. “PAGA Period” means the time period from April 6, 2019 through the date of the Court Order granting approval of the PAGA Settlement (subject to the Escalator Clause below).

13. “PAGA Released Claims” mean all claims, rights, demands, liabilities and causes of action that arose during the PAGA Period for civil penalties under the PAGA, that were alleged in the Actions or that could have been alleged based on the facts alleged in the Actions. The PAGA Released Claims include, but are not limited to, claims under the PAGA for civil penalties for alleged violations of Labor Code §§ 201-204, 204b, 205.5, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802 as well as all applicable Industrial Welfare Commission Wage Orders; and claims for attorneys’ fees, costs, or interest resulting therefrom. The release of the PAGA Released Claims shall extend for the duration of the PAGA Period (subject to the Escalator Clause below).

14. “Parties” means, collectively, Plaintiffs and Santa Maria Harvesting.

15. “Plaintiffs’ Counsel” means Ruben Escobedo of WorkWorld Law Corp, APC, Mohammed K. Ghods and Jeremy A. Rhyne of Lex Opus, and Kane Moon and Brett Gunther of Moon & Yang, APC.

16. “Released Parties” means Santa Maria Harvesting and its related entities, parents, and subsidiaries, and each of their respective its former and present owners, directors, officers, members, managers, partners, shareholders, joint venturers, successors, assigns, accountants, insurers, agents, or legal representatives.

II. RECITALS

1. Plaintiffs performed work for Santa Maria Harvesting as non-exempt employees in California during the PAGA Period.

2. On September 25, 2020, Leobardo Geraldo provided written notice to the LWDA and Santa Maria Harvesting asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of various Labor Code sections and his intent to file a civil lawsuit under the PAGA.

3. On September 25, 2020, Leobardo Geraldo filed a complaint titled *State of California, ex rel. Leobardo Geraldo v. Santa Maria Harvesting, LLC*, Santa Barbara Superior Court, Case No. 20CV03218, asserting a claim for PAGA civil penalties against Santa Maria Harvesting based on violations of the Labor Code. On December 8, 2020, Leobardo Geraldo filed a First Amended Complaint for civil penalties under the PAGA.

4. On July 2, 2021, Daysi C. Arias provided written notice to the LWDA and Santa Maria Harvesting asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of various Labor Code sections and her intent to file a civil lawsuit under the PAGA.

5. On July 9, 2021, Daysi C. Arias filed a putative class action titled *Arias v. Santa Maria Harvesting, LLC*, Santa Barbara Superior Court, Case No. 21CV02689, against Santa Maria

Harvesting based on violations of the Labor Code on a class-wide basis. On September 27, 2021, Daysi C. Arias filed a First Amended Complaint removing the class action claims and asserting a claim for civil penalties under the PAGA.

6. On December 9, 2021, the Court ordered the Actions to be related. On January 21, 2022, the Court ordered the Actions to be consolidated for all purposes and designated *State of California, ex rel. Leobardo Geraldo v. Santa Maria Harvesting, LLC*, Santa Barbara Superior Court, Case No. 20CV03218 as the lead case.

7. In response to Plaintiffs' Counsel's informal discovery requests, Santa Maria Harvesting provided Plaintiffs' Counsel with information and documents pertaining to Plaintiffs and other Aggrieved Employees in order for Plaintiffs' Counsel to investigate Plaintiffs' allegations and value the claims prior to mediation.

8. On October 1, 2021, the Parties participated in mediation before mediator Scott Radovich, Esq.

9. On March 2, 2023, the Parties participated in a second mediation before mediator Henry Bongiovi, Esq. With the assistance of Mr. Bongiovi, the Parties agreed to fully and finally resolve the PAGA Released Claims as to Plaintiffs and Aggrieved Employees.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiffs that their claims do not have merit, or an admission by Santa Maria Harvesting of any liability or wrongdoing as to Plaintiffs, the Aggrieved Employees or any other person. Santa Maria Harvesting specifically disclaims and denies any such liability or wrongdoing. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Santa Maria Harvesting shall pay Five Hundred Eighty Five Thousand Dollars and Zero Cents (\$585,000.00) as the non-reversionary Gross Settlement Amount. Santa Maria Harvesting will not pay more than the Gross Settlement Amount (subject to the Escalator Clause below). Santa Maria Harvesting shall deposit the Gross Settlement Amount into a Qualified Settlement Account and agrees to fund the settlement within forty-five (45) days of the Court's Order approving the PAGA settlement. The Gross Settlement Amount shall be used to pay: (1) Amounts distributable to the LWDA and Aggrieved Employees; (2) Plaintiffs' attorneys fees and litigation costs; (3) Plaintiffs' enhancement payments; and (4) Settlement administration costs.

3. **Escalator Clause.** Santa Maria Harvesting represents that there are approximately 69,153 pay periods worked by Aggrieved Employees in California from April 6, 2019 to February 24, 2023. If the actual number of pay periods through the date of Court approval is more than 15% greater than this number (i.e., if there are more than 79,526 pay periods from April 6, 2019 through the date of Court approval), Santa Maria Harvesting shall have the option to (i) end the PAGA

Period as of the first date that the pay period count exceeds 79,526 pay periods, or (ii) increase the Net Settlement Amount in proportion to the increase in pay periods in excess of 15% (e.g., if the number of pay periods is 17% greater than 69,153, Santa Maria Harvesting shall have the option to increase the Net Settlement Amount by 2%).

4. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. **Plaintiffs' Attorneys' Fees and Costs.** Santa Maria Harvesting will not oppose Plaintiffs' request for attorneys' fees in the amount up to one third of the Gross Settlement Amount (currently estimated to be \$195,000.00) and costs up to \$25,000 incurred in prosecuting the Actions. In the event the Court approves less than these amounts, the difference will be added to the Net Settlement Amount (although Plaintiffs may appeal an order granting less than the full amount sought for attorneys' fees and costs). Santa Maria Harvesting, via the Settlement Administrator, will report these payments on IRS Form 1099 issued to Plaintiffs' Counsel.

b. **Plaintiffs' Enhancement Payments.** Santa Maria Harvesting will not oppose Plaintiffs' request for enhancement payments and for the providing of a general release of up to \$7,500.00 to Leobardo Geraldo and \$7,500.00 to Daysi C. Arias for serving as the representative Plaintiffs in the Actions. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount (although Plaintiffs may appeal an order granting less than the full amount sought for Plaintiffs' enhancement payments). Santa Maria Harvesting, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to Plaintiffs.

c. **Administration Costs.** Santa Maria Harvesting will not oppose the Settlement Administrator's costs in the amount up to \$7,500.00 for administering the settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. Santa Maria Harvesting, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to the Settlement Administrator.

5. **Allocation of Net Settlement Amount.** One hundred percent (100%) of the Net Settlement Amount shall be designated as "civil penalties" and shall be distributed 75% to the LWDA and 25% to Aggrieved Employees, pursuant to Labor Code § 2699(i). The 25% portion to be paid to Aggrieved Employees shall be paid to all Aggrieved Employees pro rata, based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

a. The parties agree that should the Court deny approval of the Settlement based on the allocation of the Gross Settlement Amount or the Net Settlement Amount, the parties agree to re-negotiate in good faith in an effort to obtain approval of the Settlement.

6. **PAGA Released Claims.** Plaintiffs agrees that upon entry of an Order approving the Settlement and judgment entered thereon, and upon the Settlement being fully funded, Plaintiffs and all Aggrieved Employees release the PAGA Released Claims against the Released Parties that arose during the PAGA Period. Upon entry of the Order approving the settlement and judgment entered thereon and the Settlement being fully funded, Plaintiffs and all Aggrieved

Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties.

7. **General Release by Plaintiffs.**

a. In addition to the release made in paragraph 6 above, Plaintiffs make the additional following general release of all claims, known or unknown. Plaintiffs release the Released Parties, from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of Defendant. (The release set forth in this paragraph shall be referred to hereinafter as the "General Release.") With respect to the General Release, Plaintiffs stipulate and agree that, upon Court approval and full funding of the Gross Settlement Amount by Defendant, Plaintiffs shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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

b. If the facts relating in any manner to this Settlement are found hereafter to be other than or different from the facts now believed to be true, the release of claims contained herein shall be effective as to all unknown claims. Notwithstanding the foregoing provisions, the General Release by Plaintiffs does not constitute a waiver of any claims that cannot by law be waived, including, inter alia, claims for workers' compensation, disability insurance, or unemployment insurance. Plaintiffs agree that they will not file any new claims or initiate any further action against the Released Parties for the claims released herein, except in the event action is necessary to enforce the terms of the Settlement Agreement.

8. **Covenants and Representations by Plaintiffs and Plaintiffs' Counsel.**

a. Plaintiffs represent and warrant that they have not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

b. Plaintiffs acknowledge that they have read this Settlement Agreement, that they fully understand their rights, privileges and duties under the Settlement Agreement, and enter into this Settlement Agreement freely and voluntarily. Plaintiffs further acknowledge that they have had the opportunity to consult with their attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

9. **Confidentiality.** Except as provided below to the extent necessary to effectuate the settlement or as required by court or legal process, Plaintiffs and Plaintiffs' Counsel will keep the terms of this Settlement Agreement confidential. Neither Plaintiffs nor Plaintiffs' Counsel shall issue a press release, hold a press conference, publish information about the settlement on

any website or through any social media or otherwise publicize the settlement or communicate its terms in public or in private, unless ordered by the Court.

To permit judicial review and approval of the Settlement, as required by Labor Code section 2698, *et seq.*, Plaintiffs' Counsel will file the Settlement Agreement with the Court and submit the Settlement to the LWDA as part of the parties' seeking Court approval of the Settlement, per Labor Code § 2699(1)(2).

10. **Motion or Joint Stipulation for Approval of PAGA Settlement by Plaintiffs' Counsel.** Plaintiffs' Counsel shall be responsible for promptly preparing and filing the Joint Stipulation or Motion for Approval of the PAGA Settlement.

11. **Termination of Settlement Agreement.** If the Court does not approve the settlement, if the Court does not enter judgment as provided for in this Settlement Agreement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or if one or more of the material terms of the Settlement Agreement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within 10 days of written notice thereof to elect to terminate the Settlement Agreement, in which case the Settlement Agreement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement.

12. **Judgment.** As part of the Motion to approve the Settlement, Plaintiffs shall submit a proposed judgment which enters judgment in the Actions in accordance with the terms of the Settlement, retains jurisdiction over the Actions under Cal. Code Civ. Proc. § 664.6 for the purpose of enforcing the terms of the Settlement following approval of the Settlement, and enjoins the prosecution of any of the PAGA Released Claims against any of the Released Parties upon the judgment being entered and the Settlement being fully funded. The Parties shall confer and agree on the Motion and the proposed judgment before submission to the Court. This Settlement Agreement is expressly conditioned upon the Court entering judgment as set forth herein.

13. **Preclusive Effect of Settlement Agreement and Approval.** The terms of this Settlement Agreement and the Order and judgment are binding on Plaintiffs, the State of California, and all Aggrieved Employees, as well as their heirs, executors and administrators, successors and assigns, and those terms shall have res judicata, collateral estoppel and other preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits or other proceedings constitute PAGA Released Claims as set forth in this Settlement Agreement. Notwithstanding any other provision in this Settlement Agreement, this Settlement Agreement and the Order and judgment in the Actions may be filed in any action against or by Defendant or the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Parties agree to engage Phoenix Settlement Administrators to handle the administration of this settlement.

2. **Provision of Information for Aggrieved Employees.** Within ten (10) business days after entry of an order approving the settlement, Santa Maria Harvesting shall provide the Settlement Administrator with information for Aggrieved Employees. Santa Maria Harvesting will in good faith compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing address, number of pay periods worked during the PAGA Period, and Social Security numbers to the extent available from Santa Maria Harvesting's records. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement. Within seven (7) calendar days of receiving the Aggrieved Employees' information from Santa Maria Harvesting, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the Individual PAGA Payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses. Within twenty-one (21) calendar days after the Settlement has been fully funded and after receiving approval from Plaintiffs' Counsel and Defendant's counsel of the payment calculations as provided above, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English and Spanish, along with Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in paragraph 5, above. The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual PAGA Payment along with the explanatory letter. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties and reported using IRS Form 1099, with no withholdings taken.

4. **Undeliverable Notices.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

Any checks returned as non-deliverable on or before the check cashing deadline 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 reputable search method using the name, address or Social Security number of the Aggrieved Employee involved, and will perform up to a single re-mailing if a new address is located.

Funds represented by checks returned as undeliverable after a re-mailing, checks for whom the Settlement Administrator could not locate an updated address after performing a skip trace, and funds represented by checks remaining un-cashed more than 180 days after issuance

(collectively, “Uncashed Checks”), shall be transmitted by the Settlement Administrator to Santa Barbara Food Bank, a nonprofit organization consistent with Code of Civil Procedure Section 384, subd. (b) (“Cy Pres Recipient”), subject to approval by the Court. The Parties, Plaintiffs’ Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

In the event that an Aggrieved Employee's check is undeliverable, uncashed, or otherwise distributed to the Santa Barbara Food Bank, the terms of the final judgment and the Release of Claims will nevertheless be binding upon that Aggrieved Employee.

5. **Distribution of Payments.** Within twenty-one (21) calendar days of the Settlement being fully funded, the Settlement Administrator shall issue payments to (1) Aggrieved Employees; (2) the LWDA; (3) Plaintiffs’ Counsel for Plaintiffs’ Counsel’s Court-approved attorneys’ fees and litigation costs and expenses; (4) Plaintiffs for the Court-approved enhancement payments and (5) the Settlement Administrator for Court-approved Settlement administration costs incurred in connection with the Settlement. Payments made by Santa Maria Harvesting pursuant to this Settlement shall be held by the Settlement Administrator in an interest-bearing account until they are disbursed, with any accrued interest inuring to the benefit of the Aggrieved Employees in the form of pro rata increases to Aggrieved Employees’ Individual PAGA Payments.

6. **Accounting.** Within 45 days after all payments have been made under the Settlement, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the settlement.

7. **Tax Consequences.** Neither Plaintiffs nor Santa Maria Harvesting, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement Agreement. Aggrieved Employees are responsible for correctly characterizing compensation under this Settlement Agreement for tax purposes and paying any taxes owing on said amounts. The Administrator shall issue employees IRS 1099 Forms reflecting payment issued to them under this Agreement.

V. MISCELLANEOUS PROVISIONS

1. **Drafting.** The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm’s-length negotiations between the Parties and that neither Party shall be considered the “drafter” of this Settlement Agreement for purposes of having terms construed against that Party.

2. **Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

3. **Costs and Fees.** The Parties shall each bear their own costs and attorneys’ fees incurred in connection with this Settlement Agreement, the Actions and Plaintiffs’ claims, except as otherwise set forth specifically herein.

4. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to

have been entered into in Santa Barbara, California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Santa Barbara.

5. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them with respect to the subject matter of this Settlement Agreement, and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA claim in the Actions.

6. **Nullification of Settlement Agreement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions before the Settlement was executed.

7. **Judgment and Continued Jurisdiction.** As noted above, after approval of this settlement, the Court will have continuing jurisdiction under Cal. Code Civ. Proc. § 664.6 for purposes of addressing: (i) the interpretation and enforcement of the terms of the settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

8. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest, or by counsel for all Parties.

9. **Authorization to Enter into Settlement Agreement.** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this settlement, the Parties may seek the assistance of the mediator (Henry Bongiovi) or the Court to resolve such disagreement.

10. **Execution and Counterparts.** This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

11. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties

further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement.

12. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable.

13. **Severability.** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

14. **Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

15. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

16. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

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

18. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

19. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

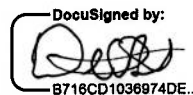
IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Dated: 4/28/2023, 2023



Leobardo Geraldo, Plaintiff

Dated: 05/05/2023, 2023

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Daysi C. Arias, Plaintiff

SANTA MARIA HARVESTING, INC.

Dated: 5/12, 2023



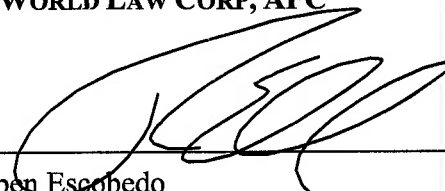
By: Anthony Reade

Its: Member

APPROVED AS TO FORM:

Dated: May 9, 2023

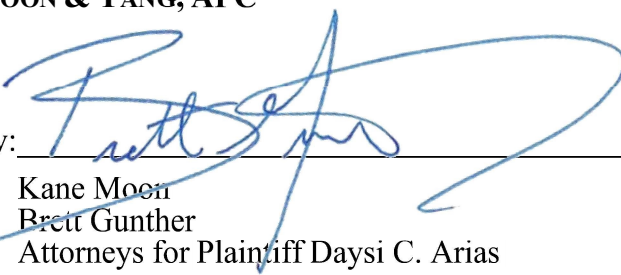
WORKWORLD LAW CORP, APC



By: _____
Ruben Escobedo
Attorneys for Plaintiff Leobardo Geraldo

Dated: May 05, 2023

MOON & YANG, APC

By: 

Kane Moon
Brett Gunther
Attorneys for Plaintiff Daysi C. Arias

Dated: May 12, 2023

MULLEN & HENZELL, LLP

By: 

Rafael Gonzalez
Attorneys for Defendant Santa Maria
Harvesting, Inc.

EXHIBIT A

Re: Payment from State of California, ex rel. Leobardo Geraldo v. Santa Maria Harvesting, LLC; Daysi C. Arias v. Santa Maria Harvesting, LLC
Superior Court of California Santa Barbara County; Case Nos. 20CV03218 and 21CV02689

Date: [REDACTED]/[REDACTED]/2023

Name
Address

Dear Name:

Enclosed, please find a check made payable to you. This is your payment from the settlement of lawsuits titled *State of California, ex rel. Leobardo Geraldo v. Santa Maria Harvesting, LLC* and *Daysi C. Arias v. Santa Maria Harvesting, LLC*, Santa Barbara Superior Court, Case Nos. 20CV03218 and 21CV02689, pending in the Superior Court of the State of California for the County of Santa Barbara (the “Actions”).

The Actions were filed against Santa Maria Harvesting, LLC (“Santa Maria Harvesting”) and include claims pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). The Actions were brought by Plaintiffs Leobardo Geraldo and Daysi C. Arias (“Plaintiffs”), former employees of Santa Maria Harvesting, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

In the lawsuit, Plaintiffs claimed that Santa Maria Harvesting violated the California Labor Code by failing to pay minimum wages, failing to pay overtime wages, untimely payment of wages, failing to provide compliant meal and rest breaks, failing to keep accurate records of hours worked and records of wage statements, inaccurate wage statements, failing to reimburse and indemnify expenses, and failing to timely pay all wages upon termination. Santa Maria Harvesting disputes all of Plaintiffs’ allegations and denies that it engaged in any of the alleged misconduct. The parties have reached a settlement of Plaintiffs’ representative PAGA claims, and on [DATE], the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of Santa Maria Harvesting who were allegedly affected by the alleged violations of the Labor Code. In agreeing to enter into this settlement, Santa Maria Harvesting does not admit that it is liable in any way to current or former employees for any violations of the California Labor Code, or any penalties, and has denied and disputed all of Plaintiffs’ contentions. The Court has not decided the merits of Plaintiffs’ claims or Santa Maria Harvesting’s defenses.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. Please note that no deductions/withholdings have been made from your settlement payment, and you will be responsible for any tax consequences arising from your receipt of the same (for which an IRS Form 1099 will issue). If you do not cash your check within 180 days of issuance, the funds will be transmitted by the Settlement Administrator to Santa Barbara Food Bank, a nonprofit organization.

If you are still employed by Santa Maria Harvesting, your decision to cash the check will not affect your employment in any way.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The release includes all claims under the PAGA that were alleged in, or could have been alleged based on the facts alleged in, Plaintiffs' complaints in the Actions, including claims for civil penalties, attorneys' fees, costs, or interest under the PAGA based on Santa Maria Harvesting's alleged failure to pay minimum wages, alleged failure to pay overtime wages, alleged untimely payment of wages, alleged failure to provide compliant meal and rest breaks, alleged failure to keep accurate records of hours worked and records of wage statements, alleged inaccurate wage statements, alleged failure to reimburse and indemnify expenses, and alleged failure to timely pay all wages upon termination, during the time period April 6, 2019 through <THE DATE OF THE ORDER APPROVING THE PAGA SETTLEMENT> (the "PAGA Period").

If you have any questions, you can contact [REDACTED], the Settlement Administrator, at 1-[REDACTED]-[REDACTED].