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LLC, and JERRY JOSEPH RAVA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF IMPERIAL**

ATANASIO GARCIA and JOSE  
MURAKAMY, as individuals, and on behalf  
of all others similarly situated; ATANASIO  
GARCIA, on behalf of all other similarly  
aggrieved,

Plaintiffs,

v.

NATURE FRESH FARMS, LLC, an Arizona  
limited liability company; JERRY JOSEPH  
RAVA, an individual; and DOES 1 through  
100, inclusive,

Defendants.

CASE NO.: ECU001961

(Consolidated with Case No. ECU002261)

[Assigned for all purposes to the Hon.  
Jeffery B. Jones in Department 5]

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

ACTION FILED: July 1, 2021

TRIAL DATE: None set

1 This Joint Stipulation Re: Class Action and Representative Action Settlement  
2 (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between Plaintiffs  
3 ATANASIO GARCIA (“Garcia”) and JOSE MURAKAMY (“Murakamy,” and collectively with  
4 Garcia, “Plaintiffs”), on behalf of themselves and all others similarly situated and aggrieved, on  
5 one hand; and Defendants NATURE FRESH FARMS, LLC, and JERRY JOSEPH RAVA  
6 (collectively “Defendants”), on the other hand, in the lawsuit entitled *Atanasio Garcia, et al. v.*  
7 *Nature Fresh Farms, LLC, et al.*, filed in Imperial County Superior Court, Case No. ECU001961,  
8 consolidated with *Jose Murakamy v. Nature Fresh Farms, LLC*, filed in Imperial County  
9 Superior Court, Case No. ECU002261. Plaintiffs and Defendants shall be, at times, collectively  
10 referred to as the “Parties.” This Agreement is intended by the Parties to fully, finally and forever  
11 resolve the claims as set forth herein, based upon and subject to the terms and conditions of this  
12 Agreement.

13 **1. DEFINITIONS**

14 **A. “Action”** means the action entitled *Atanasio Garcia, et al. v. Nature Fresh Farms,*  
15 *LLC, et al.*, filed in Imperial County Superior Court, Case No. ECU001961 (“Garcia Action”),  
16 consolidated with *Jose Murakamy v. Nature Fresh Farms, LLC*, filed in Imperial County  
17 Superior Court, Case No. ECU002261 (“Murakamy PAGA Action”).

18 **B. “Aggrieved Employees”** means all persons currently or formerly employed by  
19 Nature Fresh Farms, LLC, either directly or through any subsidiary, staffing agency, or  
20 professional employer organization, as non-exempt, hourly-paid employees during the PAGA  
21 Period in the State of California.

22 **C. “Class Counsel”** means David D. Bibiyan, Jeffrey D. Klein and Vedang J. Patel  
23 of Bibiyan Law Group. The term “Class Counsel” shall be used synonymously with the term  
24 “Plaintiffs’ Counsel.”

25 **D. “Class Members,” “Settlement Class,” or “Settlement Class Members”** means  
26 all persons currently or formerly employed by Nature Fresh Farms, LLC, either directly or  
27 through any subsidiary, staffing agency, or professional employer organization, as non-exempt,  
28 hourly-paid employees during the Class Period in the State of California.

1           **E. “Class Period”** means the period from July 1, 2017 through October 31, 2023.

2           **F. “Class Notice”** means and refers to the notice sent to Class Members after  
3 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this  
4 Agreement.

5           **G. “Court”** means the Superior Court of the State of California for the County of  
6 Imperial.

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

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

15           **J. “General Release”** means the broader release of claims by Plaintiffs, which is in  
16 addition to Plaintiffs’ limited release of claims as a Participating Class Members.

17           **K. “Gross Settlement Amount”** means a non-reversionary fund in the sum of Seven  
18 Hundred Thousand Dollars and Zero Cents (\$700,000.00),<sup>1</sup> which shall be paid by Defendants,  
19 from which the following shall be paid: all payments for the Individual Settlement Payments to  
20 Participating Class Members, the Court-approved amounts for attorneys’ fees and reimbursement  
21 of litigation costs and expenses to Class Counsel, Settlement Administration Costs, the Service  
22 Awards, the PAGA Payment and the LWDA Payment. It expressly excludes Employer Taxes,  
23 which shall be paid by Defendants, separate, apart and in addition to the Gross Settlement  
24 Amount.

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

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<sup>1</sup> As the same may be increased in accordance with Paragraph 17 below.

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

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

7           **O. “LWDA Payment”** means the payment to the State of California Labor and  
8 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total  
9 amount allocated toward penalties under the PAGA, all of which is to be paid from the Gross  
10 Settlement Amount. The Parties have agreed that Thirty Thousand Dollars and Zero Cents  
11 (\$30,000.00) shall be allocated toward PAGA penalties, of which Twenty-Two Thousand Five  
12 Hundred Dollars and Zero Cents (\$22,500.00) will be paid to the LWDA (*i.e.*, the LWDA  
13 Payment) and Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) will be paid to  
14 Aggrieved Employees on a *pro rata* basis based on the Workweeks worked in the PAGA Period,  
15 as further set out herein (*i.e.*, the PAGA Payment).

16           **P. “Net Settlement Amount”** means the portion of the Gross Settlement Amount  
17 that is available for distribution to the Participating Class Members after deductions for the Court-  
18 approved allocations for Settlement Administration Costs, Service Awards, an award of  
19 attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA  
20 Payment and the PAGA Payment.

21           **Q. “Operative Complaints”** means the Second Amended Complaint filed in the  
22 Garcia Action and the complaint filed in the Murakamy PAGA Action.

23           **R. “PAGA Payment”** is the 25% portion of the Thirty Thousand Dollars and Zero  
24 Cents (\$30,000.00) that is allocated toward PAGA penalties (Seven Thousand Five Hundred  
25 Dollars and Zero Cents (\$7,500.00)) that will be paid to Aggrieved Employees on a *pro rata*  
26 basis based on the Workweeks worked as non-exempt, hourly-paid employees in California in  
27 the PAGA Period, which would be in addition to their Individual Settlement Payment if they are  
28 Participating Class Members, as well.

1           **S.     “PAGA Period”** means the period from July 1, 2020 through October 31, 2023.

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

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

9           **V.     “Pay Period”** means any pay period during which an Aggrieved Employee  
10 worked for Nature Fresh Farms, LLC, for at least one day during the PAGA Period, based on  
11 dates of employment (*i.e.*, hire dates, re-hire dates (as applicable), and termination dates (as  
12 applicable)).

13           **W.     “Named Plaintiffs”** and **“Class Representatives”** shall refer to Plaintiffs  
14 Atanasio Garcia and Jose Murakamy.

15           **X.     “Preliminary Approval Date”** means the date on which the Court enters an Order  
16 granting preliminary approval of the Settlement.

17           **Y.     “Released Parties”** shall mean Defendants and their past, present and/or future,  
18 direct and/or indirect, owners, officers, directors, members, managers, employees, agents,  
19 representatives, attorneys, insurers, parent companies, subsidiaries, affiliates, successors, and  
20 assigns.

21           **Z.     “Response Deadline”** means the deadline for Settlement Class Members to mail  
22 any Requests for Exclusion, Objections or Workweek Disputes to the Settlement Administrator,  
23 which deadline is forty-five (45) calendar days from the date that the Class Notice is first mailed  
24 in English and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-  
25 mailed. In such an instance, the Response Deadline shall be fifteen (15) calendar days from the  
26 re-mailing or forty-five (45) calendar days from the date of the initial mailing, whichever is later,  
27 in which to postmark a Request for Exclusion, Objection, or Workweek Dispute. The date of the  
28 postmark shall be the exclusive means for determining whether a Request for Exclusion,

1 Objection or Workweek Dispute was submitted by the Response Deadline.

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

4       **BB. “Service Awards”** means monetary amounts to be paid to Plaintiffs of up to Seven  
5 Thousand and Five Hundred Dollars and Zero Cents (\$7,500.00) each, for a total of Fifteen  
6 Thousand Dollars and Zero Cents (\$15,000.00), which, subject to Court approval, will be paid  
7 out of the Gross Settlement Amount.

8       **CC. “Settlement Administration Costs”** means all costs incurred by the Settlement  
9 Administrator in administration of the Settlement, including, but not limited to, translating the  
10 Class Notice to Spanish; distribution of the Class Notice to the Settlement Class in English and  
11 Spanish; calculating Individual Settlement Shares, Individual Settlement Payments, Individual  
12 PAGA Payments and Participating Individual Settlement Shares, as well as associated taxes and  
13 withholdings; providing declarations; generating Individual Settlement Payment checks and  
14 related tax reporting forms; doing administrative work related to unclaimed checks; transmitting  
15 payment to Class Counsel for the Court-approved amounts for attorneys’ fees and reimbursement  
16 of litigation costs and expenses, to Plaintiffs for their Service Awards and to the LWDA for the  
17 LWDA Payment; providing weekly reports of opt-outs, objections and related information; and  
18 any other actions of the Settlement Administrator as set forth in this Agreement, all pursuant to  
19 the terms of this Agreement. The Settlement Administration Costs are estimated not to exceed  
20 \$8,500.00. If the actual amount of the Settlement Administration Costs is less than \$8,500.00,  
21 the difference between \$8,500.00 and the actual Settlement Administration Costs shall be a part  
22 of the Net Settlement Amount. If the Settlement Administration Costs exceed \$8,500.00, then  
23 such excess will be paid solely from the Gross Settlement Amount and Defendants will not be  
24 responsible for paying any additional funds in order to pay these additional costs.

25       **DD. “Settlement Administrator”** means the third-party administrator mutually  
26 agreed upon by the Parties that will be responsible for the administration of the Settlement  
27 including, without limitation, translating the Class Notice in Spanish, distribution of the  
28

Individual Settlement Payments to be made by Defendants from the Gross Settlement Amount, and related matters under this Agreement.

**EE.** “**Workweeks**” means the number of weeks in which a Settlement Class Member performed any work for Nature Fresh Farms, LLC, in a non-exempt, hourly-paid position during the Class Period in California, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

## **2. BACKGROUND**

**A.** On July 1, 2021, plaintiff Garcia filed with the LWDA and served on Defendants a notice under Labor Code section 2699.3, stating that plaintiff Garcia intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations (“Garcia PAGA Notice”).

**B.** Also, on July 1, 2021, plaintiff Garcia filed a putative wage-and-hour class action in the Imperial County Superior Court, Case No. ECU001961, alleging causes of action against Defendants for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to pay all wages due upon separation; (6) failure to provide accurate wage statements; (7) failure to timely pay wages during employment; and (8) engaging in unfair competition ( “Garcia Class Action”).

**C.** On September 14, 2021, after sixty-five (65) days had passed since plaintiff Garcia filed and served the Garcia PAGA Notice, without any action by the LWDA with respect to the alleged Labor Code violations, Plaintiff Garcia filed a first amended complaint in the Garcia Class Action, seeking PAGA civil penalties against Defendants for Labor Code violations alleged in the Garcia PAGA Notice and adding a cause of action for failure to indemnify (the “Garcia Action”).

**D.** On December 13, 2021, plaintiff Murakamy filed with the LWDA and served on Defendants a notice under Labor Code section 2699.3, stating that plaintiff Murakamy intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees

1 for alleged Labor Code violations (“Murakamy PAGA Notice,” and with Garcia PAGA Notice,  
2 the “PAGA Notices”).

3 **E.** On January 6, 2022, plaintiff Garcia filed a second amended complaint, adding  
4 Plaintiff Murakamy as a named plaintiff in the Garcia Class Action.

5 **F.** On February 16, 2022, after sixty-five (65) days had passed since plaintiff  
6 Murakamy filed and served the Murakamy PAGA Notice, without any action by the LWDA with  
7 respect to the alleged Labor Code violations, plaintiff Murakamy filed a separate representative  
8 action in the Imperial County Superior Court, Case No. ECU002261, seeking PAGA civil  
9 penalties against Defendants for Labor Code violations alleged in the Murakamy PAGA Notice  
10 (the “Murakamy PAGA Action”).

11 **G.** On May 3, 2022, the Parties stipulated to consolidate the Garcia Action with the  
12 Murakamy PAGA Action, which was allowed by the Court on May 6, 2022.

13 **H.** Prior to mediation, after a series of discovery and with aid of a Court-appointed  
14 discovery referee, Plaintiffs were provided with: (1) time and payroll records for all putative class  
15 members during the Class Period; and (2) putative class data points, including the approximate  
16 number of putative class members, number of employees separated during the relevant statutory  
17 period, number of Aggrieved Employees, average hourly rate of pay of putative class members  
18 during the Class Period, approximate number of Workweeks worked by putative class members  
19 during the Class Period, number of PAGA Pay Periods, and number of shifts during the Class  
20 Period.

21 **I.** On October 31, 2023, the Parties participated in a full-day mediation with Michael  
22 Dickstein, Esq., a well-regarded mediator, experienced in mediating complex labor and  
23 employment matters. With the aid of the mediator’s evaluation, the Parties reached the Settlement  
24 to resolve the Action.

25 **J.** Class Counsel have conducted significant investigation of the law and facts  
26 relating to the claims asserted in the Action and the PAGA Notices, and have concluded that the  
27 Settlement set forth herein is fair, reasonable, adequate and in the best interests of the Settlement  
28 Class, taking into account the sharply contested issues involved, the expense and time necessary

1 to litigate the Action through trial and any appeals, the risks and costs of further litigation of the  
2 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information  
3 learned through discovery regarding Plaintiffs' allegations, and the substantial benefits to be  
4 received by Settlement Class Members.

5       **K.** Defendants have concluded that, because of the substantial expense of defending  
6 against the Action, the length of time necessary to resolve the issues presented herein, the  
7 inconvenience involved and the concomitant disruption to Nature Fresh Farms's business  
8 operations, it is in Defendants' best interests to accept the terms of this Agreement. Defendants  
9 deny each of the allegations and claims asserted against them in the Action and the PAGA  
10 Notices. However, Defendants nevertheless desire to settle the Action for the purpose of avoiding  
11 the burden, expense and uncertainty of continuing litigation, and for the purpose of putting to  
12 rest the controversies engendered by the Action.

13       **L.** This Agreement is intended to and does effectuate the full, final and complete  
14 resolution of all Class Released Claims (as defined in Paragraph 7(A)) of Plaintiffs and  
15 Participating Class Members, and all PAGA Released Claims (as defined in Paragraph 7(B)) of  
16 Plaintiffs and, to the extent permitted by law, of the State of California and Aggrieved  
17 Employees.

### 18               **3.     JURISDICTION**

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

### 24               **4.     STIPULATION OF CLASS CERTIFICATION**

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

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1                   **5.       MOTIONS FOR APPROVAL OF SETTLEMENT**

2           After full execution of this Agreement, Plaintiffs will move for an order granting  
3 preliminary approval of the Settlement, approving and directing the mailing of the proposed Class  
4 Notice attached hereto as **Exhibit “A,”** conditionally certifying the Settlement Class for  
5 settlement purposes only, and approving the deadlines proposed by the Parties for the submission  
6 of Requests for Exclusion, Objections, and Workweek Disputes. If and when the Court  
7 preliminarily approves the Settlement, and after administration of the Class Notice in a manner  
8 consistent with the Court’s Preliminary Approval Order, Plaintiffs will move for an order finally  
9 approving the Settlement and seek entry of a judgment in line with this Settlement. No later than  
10 five (5) court days before the Final Approval Hearing, the Parties may respond to any Objections  
11 to final approval of the Settlement.

12                   **6.       STATEMENT OF NO ADMISSION**

13           Defendants deny any wrongdoing of any sort and further deny any liability to Plaintiffs  
14 and the Settlement Class with respect to any claims or allegations asserted in the Action and the  
15 PAGA Notices. This Agreement shall not be deemed an admission by Defendants of any claims  
16 or allegations asserted in the Action or the PAGA Notices. Except as set forth elsewhere herein,  
17 in the event that this Agreement is not approved by the Court or any appellate court, is terminated,  
18 or otherwise fails to be enforceable, Plaintiffs will not be deemed to have waived, limited or  
19 affected in any way any claims, rights or remedies in the Action or the PAGA Notices, and  
20 Defendants will not be deemed to have waived, limited or affected in any way any of their  
21 objections or defenses in the Action and the PAGA Notices. The Parties shall not stipulate to  
22 class certification and shall be restored to their respective positions in the Action prior to the  
23 entry of this Settlement. Payment of wages under this Settlement neither extends nor alters the  
24 Class Members’ period of employment with Nature Fresh Farms for any purpose.

25                   **7.       RELEASE OF CLAIMS**

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

27           Effective only upon the entry of an order granting Final Approval of the Settlement, entry  
28 of Judgment and payment by Defendants to the Settlement Administrator of the full Gross

1 Settlement Amount and Employer Taxes necessary to effectuate the Settlement, Plaintiffs and all  
2 Participating Class Members, for the duration of the Class Period, release all claims that were  
3 alleged or reasonably could have been alleged based on the facts stated in the Operative  
4 Complaints, including, but not limited to: (a) all claims for failure to pay overtime wage; (b) all  
5 claims for failure to pay minimum wages; (c) all claims for failure to provide compliant meal  
6 periods or compensation in lieu thereof; (d) all claims for failure to provide rest periods or  
7 compensation in lieu thereof; (e) all claims for failure to pay all wages due upon separation; (f)  
8 all claims for failure to provide accurate wage statements; (g) all claims for failure to timely pay  
9 wages during employment; (h) all claims asserted through California Business & Profession  
10 Code *et seq.*, arising out of the Labor Code violations referenced in the Operative Complaint;  
11 and (i) all claims for failure to indemnify business expenses (the “Class Released Claims”).

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

13 For Aggrieved Employees and, to the extent permitted by law, the State of California, the  
14 release includes, for the duration of the PAGA Period, all claims for PAGA civil penalties  
15 asserted in the Operative Complaints, or that could have been asserted based on the factual  
16 allegations in the Operative Complaints and the PAGA Notices for PAGA civil penalties,  
17 including, pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2699, in  
18 connection with alleged violations of Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 226,  
19 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 1102.5, 1174, 1194, 1197, 1197.5, 1198.5,  
20 , 2802, and 2810.5 (the “PAGA Released Claims”). The Class Released Claims and the PAGA  
21 Released Claims shall be referred to herein as the “Released Claims.”

22 **C. Claims Not Released**

23 The releases above expressly exclude all other claims, including claims for vested  
24 benefits, wrongful termination, unemployment insurance, disability, social security, workers’  
25 compensation, and any other claims outside of the Class Released Claims of Participating Class  
26 Members arising during the Class Period and the PAGA Released Claims of Aggrieved  
27 Employees (and, to the extent permitted by law, the State of California) arising outside of the  
28 PAGA Period.

1           **D.       General Release**

2           Effective only upon the entry of an order granting Final Approval of the Settlement, entry  
3 of judgment and payment by Defendants to the Settlement Administrator of the full Gross  
4 Settlement Amount and Employer Taxes necessary to effectuate the Settlement, in addition to  
5 the Released Claims, Plaintiffs make the additional following General Release: Plaintiffs release  
6 the Released Parties from all claims, demands, rights, liabilities and causes of action of every  
7 nature and description whatsoever, known or unknown, asserted or that might have been asserted,  
8 whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation  
9 arising out of, relating to, or in connection with any act or omission of the Released Parties  
10 through the date of full execution of this Agreement in connection with Plaintiffs' employment  
11 with Nature Fresh Farms or termination thereof, except for any and all other claims that may not  
12 be released as a matter of law through this Agreement. To the extent of the General Release  
13 provided herein, Plaintiffs stipulate and agree that, upon entry of an order granting Final  
14 Approval of the Settlement, entry of judgment and payment by Defendants to the Settlement  
15 Administrator of the full Gross Settlement Amount and Employer Taxes necessary to effectuate  
16 the Settlement, they shall have expressly waived and relinquished, to the fullest extent permitted  
17 by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which  
18 provides:

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

22           **8.       SETTLEMENT ADMINISTRATOR**

23           **A.**     The Parties, through their respective Counsel, have mutually selected Phoenix  
24 Class Action Administration Solutions ("Phoenix") to administer the Settlement, which includes,  
25 but is not limited to, translating the Class Notice to Spanish, distributing and responding to  
26 inquiries about the Class Notice, and calculating all amounts to be paid from the Gross Settlement  
27 Amount. Charges and expenses of the Settlement Administrator, currently estimated to be  
28 \$8,500.00, will be paid from the Gross Settlement Amount. If the actual amount of the Settlement

Administration Costs is less than \$8,500.00, the difference between \$8,500.00 and the actual Settlement Administration Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed \$8,500.00, then such excess will be paid solely from the Gross Settlement Amount and Defendants will not be responsible for paying any additional funds in order to pay these additional costs.

**9. PROCESS FOR NOTICE, EXCLUSION, OBJECTION, AND WORKWEEK DISPUTES**

**A. Notice to the Settlement Class Members**

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

(2) The Class Notice will set forth:

(a) the Settlement Class Member's estimated Individual Settlement Payment and Individual PAGA Payment, and the basis for each;

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- (b) the information required by California Rules of Court, rule 3.766, subdivision (d);
- (c) the material terms of the Settlement;
- (d) the proposed Settlement Administration Costs;
- (e) the definition of the Settlement Class;
- (f) a statement that the Court has preliminarily approved the Settlement;
- (g) how the Settlement Class Member can obtain additional information, including contact information for Class Counsel;
- (h) information regarding opt-out and objection procedures;
- (i) the date and location of the Final Approval Hearing; and
- (j) that the Settlement Class Member must notify the Settlement Administrator no later than the Response Deadline if the Settlement Class Member disputes the accuracy of the number of Workweeks worked as set forth on his or her Class Notice (“Workweek Dispute”). If a Settlement Class Member fails to timely dispute the number of Workweeks attributed to him or her in conformity with the instructions in the Class Notice, then he or she shall be deemed to have waived any objection to its accuracy and any claim to any additional settlement payment based on different data.

(3) If a Class Notice from the initial notice mailing is returned as undeliverable, the Settlement Administrator will, within five (5) calendar days of receipt of the returned Class Notice, attempt to obtain a current address for the Settlement Class Member to whom the returned Class Notice had been mailed by: (1) contacting the Settlement Class Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator is successful in obtaining a new address, it will re-mail the Class Notice to the Settlement Class Member within three (3) business days. Further, any Class Notices that are returned to the

1 Settlement Administrator with a forwarding address before the Response Deadline shall be  
2 promptly re-mailed to the forwarding address affixed thereto.

3 (4) No later than seven (7) calendar days from the Response Deadline, the  
4 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the  
5 completion of the notice process, including the number of attempts to obtain valid mailing  
6 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,  
7 and copies of all Requests for Exclusion and Objections received by the Settlement  
8 Administrator.

9 **B. Requesting Exclusion**

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

Request for Exclusion will control, and the Objection will be overruled. Settlement Class Members who worked during the PAGA Period as Aggrieved Employees and who submit a valid Request for Exclusion will still be deemed Aggrieved Employees, will still receive their Individual PAGA Payments, and will be bound by the release of the PAGA Released Claims.

**C. Objections**

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

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1           **D.       Disputes Regarding Settlement Class Members’ Workweek Data**

2           Each Participating Class Member may dispute the number of Workweeks attributed to  
3 him or her on his or her Class Notice (“Workweek Dispute”). Any such disputes must be mailed  
4 to the Settlement Administrator by the Participating Class Member, postmarked on or before the  
5 Response Deadline. The Settlement Administrator shall immediately provide copies of all  
6 disputes to Class Counsel and Defendants’ counsel and shall immediately attempt to resolve all  
7 such disputes directly with relevant Participating Class Member(s) with the assistance of the  
8 Parties’ attorneys. If the dispute cannot be resolved in this manner, the Court shall adjudicate the  
9 dispute.

10                   **10.       INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL**  
11                   **PAGA PAYMENTS**

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

20           **A.**       The Settlement Administrator will determine the total number of Workweeks  
21 worked by each Participating Class Member during the Class Period (“Class Member’s  
22 Workweeks”), as well as the aggregate number of Workweeks worked by all Participating  
23 Class Members during the Class Period (“Participating Class Workweeks”). Additionally, the  
24 Settlement Administrator will determine the total number of Workweeks worked by each  
25 Aggrieved Employee during the PAGA Period (“Aggrieved Employee’s Workweeks”), as well  
26 as the aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA  
27 Period (“PAGA Workweeks”).

28       ///

1           **B.**     To determine each Participating Class Member’s Individual Settlement Share,  
2 the Settlement Administrator will use the following formula: Individual Settlement Share =  
3 (Participating Class Member’s Workweeks ÷ Participating Class Workweeks) × Net Settlement  
4 Amount.

5           The net amount of the Individual Settlement Share is to be paid out to Participating  
6 Class Members by way of check and is referred to as “Individual Settlement  
7 Payment(s).”

8           **C.**     To determine each Aggrieved Employee’s Individual PAGA Payment, the  
9 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual  
10 PAGA Payment = (Aggrieved Employee’s Workweeks ÷ PAGA Workweeks) x \$7,500.00 (the  
11 PAGA Payment).

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

## 17           **11.     DISTRIBUTION OF PAYMENTS**

### 18           **A.     Distribution of Individual Settlement Payments**

19           Each Participating Class Member will receive an Individual Settlement Payment.  
20 Individual Settlement Payment checks shall remain valid and negotiable for one hundred and  
21 eighty (180) calendar days after the date of their issuance. Thereafter, checks for such payments  
22 shall be canceled and the funds associated with such checks shall be considered unpaid,  
23 unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384  
24 (“Unpaid Residue”). The Unpaid Residue plus accrued interest, if any, as provided in Code of  
25 Civil Procedure section 384, shall be transmitted to the following two child-advocacy  
26 organizations (one-half to each): (1) Rancho Cielo, 710 Old Stage Road, Salinas, California  
27 93908; (2) First Tee – Monterey County, 1551 Beacon Hill Drive, Salinas, California 93905,  
28 the *cy pres* recipients. The Settlement Administrator shall prepare a report regarding the

1 distribution plan pursuant to Code of Civil Procedure section 384 and the report shall be  
2 presented to the Court by Class Counsel along with a proposed amended judgment that is  
3 consistent with the provisions of Code of Civil Procedure section 384.

4 **B. Funding of Settlement**

5 Defendants shall, within thirty (30) calendar days of the Final Approval Date, make  
6 payment of the Gross Settlement Amount (as the same may be escalated pursuant to Paragraph  
7 17 of this Agreement) and Employer Taxes to the Settlement Administrator pursuant to Internal  
8 Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account  
9 (“QSA”) with an FDIC-insured banking institution, for distribution in accordance with this  
10 Agreement and the Court’s orders, and subject to the conditions described herein.

11 **C. Time for Distribution**

12 Within seven (7) calendar days after payment of the full Gross Settlement Amount and  
13 Employer Taxes by Defendants, or as soon thereafter as practicable, the Settlement Administrator  
14 shall distribute all payments due from the QSA for: (1) the Service Awards to Plaintiffs, as  
15 specified in this Agreement and approved by the Court; (2) the awards of attorneys’ fees and  
16 costs to be paid to Class Counsel, as specified in this Agreement and approved by the Court; (3)  
17 the Settlement Administrator Costs, as specified in this Agreement and approved by the Court;  
18 (4) the LWDA Payment, as specified in this Agreement and approved by the Court; (5) Individual  
19 PAGA Payments to Aggrieved Employees, as specified in this Agreement and approved by the  
20 Court; and (6) Individual Settlement Payments to Participating Class Members, less applicable  
21 taxes and withholdings, as specified in this Agreement and approved by the Court. All interest  
22 accrued shall be for the benefit of the Class Members and distributed on a *pro rata* basis to  
23 Participating Class Members based on the number of Workweeks worked by them in the Class  
24 Period.

25 **12. ATTORNEYS’ FEES AND LITIGATION COSTS**

26 Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys’  
27 fees of up to thirty-five (35%) percent of the Gross Settlement Amount, which, unless escalated  
28 pursuant to Paragraph 17 of this Agreement, amounts to Two Hundred Forty-Five Thousand

Dollars and Zero Cents (\$245,000.00). Class Counsel shall further apply for, and Defendants shall not oppose, an application or motion by Class Counsel for reimbursement of actual costs associated with Class Counsel's prosecution of this matter as set forth by declaration testimony in an amount up to Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00). Awards of attorneys' fees and costs shall be paid out of the Gross Settlement Amount, for all past and future attorneys' fees and costs necessary to prosecute, settle and obtain Final Approval of the settlement in Action. The "future" aspect of the amounts stated herein includes, without limitation, all time and expenses expended by Class Counsel (including any appeals therein). There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendants for such work unless Defendants materially breach this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

### **13. SERVICE AWARDS TO PLAINTIFFS**

Each Named Plaintiff shall seek, and Defendants shall not oppose, a Service Award in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) , for a total of Fifteen Thousand Dollars and Zero Cents (\$15,000.00), for participation in and assistance with the Action. Any Service Award and additional consideration awarded and/or paid to Plaintiffs shall be paid from the Gross Settlement Amount and shall be reported on an IRS Form 1099. If the Court approves the Service Award in less than the amounts sought herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

### **14. TAXATION AND ALLOCATION**

**A.** Each Individual Settlement Share shall be allocated as follows: 20% as wages (to be reported on an IRS Form W-2); and 80% as interest and penalties (to be reported on an IRS Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties agree that the employee's share of taxes and withholdings with respect to the wage portion of the

Individual Settlement Share will be withheld from the Individual Settlement Share in order to yield the Individual Settlement Payment. The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treasury Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations.

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

**C.** All Employer Taxes shall be paid by Defendants separate and apart from, and in addition to the Gross Settlement Amount. Defendants shall remain liable to pay the employer’s share of payroll taxes as described above.

**D.** Neither Plaintiffs’ Counsel nor Defendants’ attorneys intend anything contained in this Agreement to constitute advice regarding taxes or taxability. Nothing in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

#### **15. PRIVATE ATTORNEYS GENERAL ACT ALLOCATION**

The Parties agree to allocate Thirty Thousand Dollars and Zero Cents (\$30,000.00) of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA penalties (\$22,500.00) will be paid to the LWDA and twenty-five percent (25%) or \$7,500.00 will be distributed to Aggrieved Employees on a *pro rata* basis based upon their respective Workweeks worked as Aggrieved Employees during the PAGA Period, as provided in Paragraph 10(C).

#### **16. COURT APPROVAL**

This Agreement is contingent upon an order by the Court granting Final Approval of the Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it

1 becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties  
2 shall be restored to their respective positions in the Action prior to entry of this Settlement. If  
3 this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal,  
4 it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a)  
5 the Court reserves any authority to issue any appropriate orders when denying approval; and/or  
6 (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive  
7 the Settlement Agreement being voided or not approved, and which control in such an event.

8 **17. INCREASE IN WORKWEEKS**

9 Defendants represent that there are no more than 17,287 Workweeks worked by Class  
10 Members during the Class Period. In the event the number of Workweeks worked increases by  
11 more than 5%, or 864 Workweeks worked, then the Gross Settlement Amount shall be increased  
12 proportionally by the Workweeks worked in excess of 17,287 multiplied by the Workweek  
13 Value. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross  
14 Settlement Amount (\$700,000.00) by 17,287 Workweeks. The Parties agree that the Workweek  
15 Value amounts to \$40.49 per Workweek (\$700,000.00 / 17,287 Workweeks). Thus, for example,  
16 should there be 19,500 Workweeks in the Class Period, then the Gross Settlement Amount shall  
17 be increased by \$89,604.37 ((19,500 Workweeks – 17,287 Workweeks) x \$40.49/Workweek).

18 **18. NOTICE OF JUDGMENT**

19 In addition to any duties set out herein, the Settlement Administrator shall provide  
20 notice of the final judgment entered in the Action by posting the same on its website for a  
21 period of no less than two (2) year.

22 **19. MISCELLANEOUS PROVISIONS**

23 **A. Interpretation of the Agreement**

24 This Agreement constitutes the entire agreement between the Parties with respect to its  
25 subject matter. Except as expressly provided herein, this Agreement has not been executed in  
26 reliance upon any other written or oral representations or terms, and no such extrinsic oral or  
27 written representations or terms shall modify, vary, or contradict its terms. In entering into this  
28 Agreement, the Parties agree that this Agreement is to be construed according to its terms and

1 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and  
2 enforced under the laws of the State of California, both in its procedural and substantive aspects,  
3 without regard to its conflict-of-law provisions. Any claim arising out of or relating to the  
4 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior  
5 Court of the State of California for the County of Imperial, and Plaintiffs and Defendants hereby  
6 consent to the personal jurisdiction of the Court over the Action solely in connection therewith.  
7 The foregoing is only limited to disputes concerning this Agreement. The Parties, and each of  
8 them, participated in the negotiation and drafting of this Agreement and had available to them  
9 the advice and assistance of independent counsel. As such, neither Plaintiffs nor Defendants may  
10 claim that any ambiguity in this Agreement should be construed against the other. The Agreement  
11 may be modified only by a writing signed by counsel for the Parties and approved by the Court.

12 **B. Further Cooperation**

13 The Parties and their respective attorneys shall proceed diligently to prepare and execute  
14 all documents, to seek the necessary approvals from the Court, and to do all things reasonably  
15 necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they  
16 will not take any action inconsistent with this Agreement, including, without limitation,  
17 encouraging Class Members to opt out of the Settlement. In the event the Court finds that any  
18 Party has taken actions inconsistent with the Settlement, including, without limitation,  
19 encouraging Class Members to opt out of the Settlement, the Court may take any corrective  
20 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*  
21 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or  
22 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of  
23 opt-outs and/or objections.

24 **C. Counterparts**

25 The Agreement may be executed in one or more actual or non-original counterparts, all  
26 of which will be considered one and the same instrument and all of which will be considered  
27 duplicate originals. The Parties agree where practicable to use electronic signature technology  
28

1 to expedite the execution of this Agreement pursuant to California Civil Code section 1633.7.  
2 Electronic signatures shall be deemed originals.

3 **D. Authority**

4 Each individual signing below on behalf of an entity warrants that he or she has that  
5 entity's authority to execute this Agreement on the entity's behalf.

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

7 Plaintiffs, Participating Class Members, Aggrieved Employees, the State of California,  
8 Class Counsel, and Defendants are direct beneficiaries of this Agreement, but there are no third-  
9 party beneficiaries.

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

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

13 **G. Jurisdiction of the Court**

14 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain  
15 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms  
16 of this Settlement Agreement and all orders and judgments entered in connection therewith,  
17 and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of  
18 interpreting, implementing, and enforcing the settlement embodied in this Settlement  
19 Agreement and all orders and judgments entered in connection therewith.

20 **H. Severability**

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

26 **IT IS SO AGREED:**

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28 **[Signature page follows]**

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Dated: 3/20, 2024

Atanasio Garcia  
Atanasio Garcia (Mar 20, 2024 16:18 PDT)  
ATANASIO GARCIA  
Plaintiff and Class Representative

Dated: 03/20, 2024

Jose Murakamy  
Jose Murakamy (Mar 19, 2024 16:12 PDT)  
JOSE MURAKAMY  
Plaintiff and Class Representative

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
NATURE FRESH FARMS, LLC  
Defendant  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
JERRY JOSEPH RAVA  
Defendant

**AGREED AS TO FORM:**

Dated: March 20, 2024

Vedang J. Patel  
DAVID D. BIBIYAN  
VEDANG J. PATEL  
Counsel for Plaintiffs ATANASIO GARCIA  
and JOSE MURAKAMY

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
DAVID B. MONKS  
Counsel for Defendants NATURE FRESH  
FARMS, LLC, and JERRY JOSEPH RAVA

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Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
ATANASIO GARCIA  
Plaintiff and Class Representative

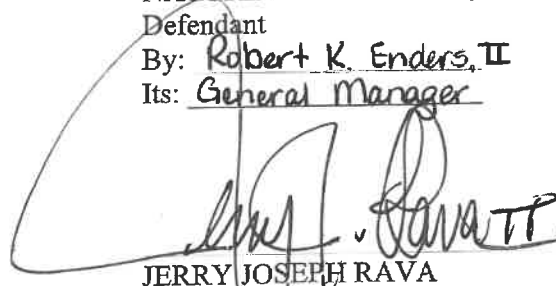
Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
JOSE MURAKAMY  
Plaintiff and Class Representative

Dated: 3/14, 2024

Robert K. Enders II  
NATURE FRESH FARMS, LLC  
Defendant  
By: Robert K. Enders, II  
Its: General Manager

Dated: 3/28/24, 2024

  
JERRY JOSEPH RAVA  
Defendant

**AGREED AS TO FORM:**

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
DAVID D. BIBIYAN  
VEDANG J. PATEL  
Counsel for Plaintiffs ATANASIO GARCIA  
and JOSE MURAKAMY

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
DAVID B. MONKS  
Counsel for Defendants NATURE FRESH  
FARMS, LLC, and JERRY JOSEPH RAVA

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Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
ATANASIO GARCIA  
Plaintiff and Class Representative

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
JOSE MURAKAMY  
Plaintiff and Class Representative

Dated: 3/14, 2024

Robert K. Enders II  
NATURE FRESH FARMS, LLC  
Defendant  
By: Robert K. Enders, II  
Its: General Manager

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
JERRY JOSEPH RAVA  
Defendant

AGREED AS TO FORM:

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
DAVID D. BIBIYAN  
VEDANG J. PATEL  
Counsel for Plaintiffs ATANASIO GARCIA  
and JOSE MURAKAMY

Dated: Mar. 19, 2024

David B. Monks  
DAVID B. MONKS  
Counsel for Defendants NATURE FRESH  
FARMS, LLC, and JERRY JOSEPH RAVA