

1 **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

2 This Class Action Settlement Agreement and Release of Claims is entered into by and
3 between Plaintiff Anderson Stacy, individually and on behalf of all others similarly situated
4 (“Plaintiff”), and Defendant Hickman’s Egg Ranch, Inc. (“Defendant”), and is approved by
5 their respective counsel of record, subject to the terms and conditions hereof and the Court’s
6 approval.

7 **A. Definitions**

8 1. “Action” or “Lawsuit” means and refers to the case entitled *Anderson Stacy v.*
9 *Hickman’s Egg Ranch*, Riverside County Superior Court Case No. CVRI2103899.

10 2. “Settlement Agreement,” “Settlement,” “Agreement,” or “Stipulation” shall
11 mean this Class Action Settlement Agreement and Release of Claims, including any attached
12 Exhibits.

13 3. “Class Counsel” refers to Mehrdad Bokhour of Bokhour Law Group, P.C. and
14 Joshua Falakassa of Falakassa Law, P.C.

15 4. “Class Data” means a complete list that Defendant will diligently and in good
16 faith compile from its records and provide to the Settlement Administrator on one spreadsheet
17 and shall include the Settlement Class Members’ full names; last known addresses; telephone
18 numbers; Social Security Numbers; and dates of employment and/or number of Workweeks
19 Worked as non-exempt employees of Defendant in California during the Class Period for each
20 Settlement Class Member.

21 5. “Class Period” is deemed to be the period of August 25, 2017 through June 11,
22 2022.

23 6. “Class Representative” or “Plaintiff” means and refers to Anderson Stacy.

24 7. “Complaint” refers to the First Amended Complaint filed in the Riverside
25 County Superior Court action entitled *Anderson Stacy v. Hickman’s Egg Ranch*, Riverside
26 County Superior Court Case No. CVRI2103899.

27 8. “Court” means the California Superior Court, County of Riverside or any Court
28 of competent jurisdiction.

1 9. “Defendant” means and refers to Hickman’s Egg Ranch, Inc.

2 10. “Defendant’s Counsel” or “Defense Counsel” means and refers to Ian B.
3 Wieland, Esq. and David G. Litman, Esq. of Sagaser, Watkins & Wieland PC.

4 11. “Effective Date” means the latest of the following dates: (i) if no Class Member
5 objects, timely and properly intervenes, or files a motion to vacate the judgment approving the
6 Settlement Agreement under Code of Civil Procedure § 663, then the date the Court enters an
7 order granting Final Approval of the Settlement; (ii) if a Class Member objects, intervenes, or
8 files a motion to vacate the judgment approving the Settlement Agreement, then sixty-one (61)
9 calendar days following the date the Court enters an order granting final approval of the
10 Settlement, assuming no appeal is filed; or (iii) if a timely appeal is filed, the date of final
11 resolution of that appeal (including any requests for rehearing and/or petitions for *certiorari*),
12 resulting in final judicial approval of the Settlement.

13 12. “Final” means that the Settlement has been granted “Final Approval” by the
14 Court and the “Effective Date” has occurred.

15 13. “Final Approval” refers to the order of the Court granting final approval of this
16 Settlement Agreement and entering a judgment approving this Settlement on substantially the
17 terms provided herein or as the same may be modified by subsequent agreement of the Parties
18 or order of the Court.

19 14. “Final Settlement Class” means, collectively, all Settlement Class Members who
20 have not opted out of the Settlement Class by submitting timely Requests for Exclusion.

21 15. “Individual Settlement Amount” shall have the meaning ascribed to it in
22 Paragraph 44(d) below.

23 16. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph
24 44(c) below.

25 17. “Notice” means the notice of settlement of class action that will be sent to the
26 Settlement Class Members.

27 18. “Notice Response Deadline” is 45 calendar days from the date the Notice is
28 mailed to the Settlement Class Members.

1 19. “Objecting Settlement Class Member” means a Settlement Class Member, other
2 than Plaintiff, who submits a valid and timely objection to the terms of this Agreement,
3 pursuant to Paragraph 63(a) below.

4 20. “Participating Class Member” means any and all Settlement Class Members who
5 are deemed to participate and receive an Individual Settlement Amount and do not opt-out by
6 submitting timely valid Requests for Exclusion.

7 21. “Parties” or “Settling Parties” mean Plaintiff, the Settlement Class, and
8 Defendant, collectively.

9 22. “Workweeks Worked” for each Settlement Class Members means any workweek
10 during the Class Period in which the Settlement Class Member was employed by Defendant as a
11 non-exempt employee in California and worked at least one shift during the workweek.

12 23. “Preliminary Approval Date” means the date the Court preliminarily approves
13 the Settlement Agreement, and the exhibits thereto, and enters the Preliminary Approval Order.

14 24. “Preliminary Approval Order” means the judicial Order to be entered by the
15 Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement
16 and providing for the issuance of the Notice to the Settlement Class, an opportunity to opt out of
17 the Settlement, an opportunity to submit timely objections to the Settlement, and setting a
18 hearing on the fairness of the terms of Settlement, including approval of attorneys’ fees and
19 costs. Defendant will not object to Plaintiffs’ motion for preliminary approval as long as it
20 comports with the terms of this Agreement.

21 25. “QSF” means the Qualified Settlement Fund set up by the Settlement
22 Administrator for the benefit of the Final Settlement Class, and from which the settlement
23 payments shall be made, and which is intended to be a fund that qualifies under Internal
24 Revenue Code Sec. 468.

25 26. “Released Claims” by the Participating Class Members upon Final Approval of
26 the Settlement will include all claims which were pled in the operative First Amended
27 Complaint or that could have been pled based on the facts alleged therein, including claims for
28 (1) failure pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal

breaks and/or pay missed meal period premiums, (4) failure to provide rest breaks and/or pay missed rest period premiums, (5) failure to provide accurate itemized wage statements, (6) failure to pay due wages at separation of employment, (7) unfair competition, and (8) PAGA penalties based on the foregoing Labor Code violations.

27. “Released Parties” means Defendant, together with its current and former officers, directors, members, managers, shareholders, agents, parents, subsidiaries, affiliates, operators, partners, attorneys, successors and assignees.

28. “Release Period” shall mean August 25, 2017 through June 11, 2022.

29. “Release” shall mean the release and discharge of the Released Claims by Plaintiff and all of the Participating Class Members.

30. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 63(a) below.

31. “Service Payment” or “Service Award” means the amount approved by the Court to be paid to the Class Representative in addition to his Individual Settlement Amount as a Participating Class Member.

32. “Settlement Administrator” means and refers to the third-party class action settlement administrator agreed to by the Parties, that will provide the Notice to the Class Members and distribute the settlement amounts as described in this Agreement.

33. “Settlement Administration Costs” means the costs payable from the Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, translating the class notice into Spanish, tax reporting, unclaimed property due diligence, reporting and remittance obligations, distributing the Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs shall be paid from the Settlement Amount.

34. “Settlement Amount” or “Gross Settlement Amount” shall have the meaning ascribed to it in Paragraph 44(a) below.

35. “Settlement Class” or “Covered Position” is defined as “All current and former non-exempt employees employed by Defendant in California at any time during the Class Period.”

36. “Settlement Class Member” or “Class Member(s)” refers to individual members of the Settlement Class.

37. “PAGA Period” is deemed to the period of August 5, 2020 through June 11, 2022.

38. “PAGA Class Member” means all individuals employed by Defendant in California as non-exempt hourly employees during the PAGA Period.

B. General Terms

39. Plaintiff Anderson Stacy filed a class action complaint in the Court against Defendant on August 25, 2021 including claims for (1) failure pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal breaks and/or pay missed meal period premiums, (4) failure to provide rest breaks and/or pay missed rest period premiums, (5) failure to provide accurate itemized wage statements, (6) failure to pay due wages at separation of employment, and (7) unfair competition. The complaint was subsequently amended to add a cause of action for PAGA penalties based on the foregoing Labor Code violations.

40. Defendant denies Plaintiff’s claims and allegations and contend that the Action is not suitable for class certification and/or representative treatment.

41. The Class Representative believes he can proceed with his representative and class claims, that the Action is meritorious, and that class certification is appropriate.

42. The Parties have conducted a thorough investigation into the facts of the Action. This includes conducting extensive exchange of informal discovery, including Defendant’s written policies and practices and the production of payroll and timekeeping records for Settlement Class Members. Class Counsel is both knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the Settlement Class. Class Counsel has diligently pursued an investigation of the Class Members’ claims against Defendant. Based on the foregoing data and on their own independent investigation and

1 evaluation, Class Counsel is of the opinion that the settlement with Defendant for the
2 consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and
3 adequate and is in the best interest of the Class Members in light of all known facts and
4 circumstances, including the risk of significant delay and uncertainty associated with litigation,
5 various defenses asserted by Defendant, and numerous potential appellate issues.

6 43. On April 12, 2022, the Parties participated in mediation before Hon. Howard
7 Boardman (Ret.), a highly experienced class action mediator. Ultimately, Mr. Boardman issued
8 a mediator's proposal, which both parties accepted.

9 44. The Parties agree that neither the Parties' Settlement, this Agreement, nor the
10 acts to be performed or judgments to be entered pursuant to the terms of the Settlement and
11 Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of
12 any statute or law or liability on the claims or allegations in the Action.

13 45. Stipulation for Class Certification. For settlement purposes only, Defendant will
14 stipulate that the Settlement Class Members described herein who do not Request Exclusion
15 from the Settlement Class may be conditionally certified as a settlement class. This stipulation
16 to certification is in no way an admission that class action certification and/or representative
17 treatment is proper and shall not be admissible in this or in any other action except for the sole
18 purposes of enforcing this Agreement. Should, for whatever reason, the Court fail to issue Final
19 Approval, the Parties' stipulation to class certification as part of the Settlement shall become
20 null and void *ab initio* and shall have no bearing on and shall not be admissible in connection
21 with the issue of whether or not class certification and/or representative treatment would be
22 appropriate in a non-settlement context. Defendant expressly reserves its rights and declares
23 that it will continue to oppose class certification and the substantive merits of the case should
24 the Court fail to issue Final Approval. Plaintiff expressly reserve his rights and declares that
25 they will continue to pursue class certification and representative treatment and a trial should
26 the Court fail to issue Final Approval.

27 **C. Terms of Settlement**

28 46. The financial terms of the Settlement are as follows:

1 (a) Gross Settlement Amount: The Parties agree to settle this Action for Three
2 Hundred Twenty-Five Thousand Dollars (\$325,000) (“the Settlement Amount”). The
3 Settlement Amount is the maximum amount that will be paid by Defendant, and includes
4 Individual Settlement Amounts, attorneys’ fees of Class Counsel, costs and expenses, the
5 Service Payment to the Class Representative, all Settlement Administration Costs, and payment
6 to the Labor Workforce Development Agency (LWDA) for PAGA penalties. Defendant shall
7 separately pay its share the employers’ share of the payroll taxes.

8 (b) The Settlement is based on Defendant’s representation that there are
9 approximately 8,052 Workweeks Worked included in the Class Period. If it is determined that
10 the number of Workweeks Worked exceeds 8,052 by eleven percent (11%) or more, Defendant
11 shall *pro rata* increase the Gross Settlement Sum by an amount determined by applying the
12 following formula: Increase in Gross Settlement = (Settlement Amount/8,052) x (Actual
13 Workweeks Worked – 8,052). Accordingly, if the parties were to determine there were actually
14 8,100 Workweeks worked, the additional amount would be determined as follows:
15 $(\$325,000/8,052) \times (8,100-8,052) = \$1,937.40$

16 (c) Net Settlement Amount: The “Net Settlement Amount” is defined as the
17 Settlement Amount less attorneys’ fees and litigation costs as approved and awarded by the
18 Court, the Service Payment to the Class Representative as approved and awarded by the Court,
19 the Settlement Administration Costs, and the ten thousand dollars (\$10,000.00) allocated to
20 payment for PAGA penalties as described in paragraph 44(i) below. In the event that the Court
21 reduces the attorneys’ fees and litigation costs or, Service Awards, or either increases or
22 decreases the amount allocated to PAGA penalties, the Net Settlement Sum shall be increased
23 or decreased accordingly.

24 (d) Individual Settlement Amounts for the Settlement Class: The Settlement
25 Administrator will use the Class Data provided by Defendant to calculate each Participating
26 Class Member’s Individual Settlement Amounts based on the following formula:

27 i. PAGA Amount: \$10,000 of the Gross Settlement Amount has been
28 designated to the PAGA claims. Twenty-five percent (25%) of the \$10,000, or \$2,500 shall be

1 paid out to Settlement Class Members. Each Settlement Class Member shall receive a portion
2 of the \$2,500 proportionate to the number of Workweeks Worked by the Settlement Class
3 Member during the Class Period compared to the total number of Workweeks Worked by all
4 Settlement Class Members during the Class Period.

5 ii. Class Amount: The Net Settlement Amount shall be allocated to
6 Participating Class Members based on his or her proportionate Workweeks Worked during the
7 Class Period. This is determined by multiplying the Net Settlement Amount by a fraction, the
8 numerator which is the Participating Class Member's total Workweeks Worked during the Class
9 Period, and the denominator of which is the total Workweeks Worked by all Participating Class
10 Members during the Class Period. If there are any timely submitted Requests for Exclusion, the
11 Settlement Administrator shall proportionately increase the Individual Settlement Amounts for
12 each Participating Class Member so that the amount actually distributed to Participating Class
13 Members equals 100% of the Net Settlement Amount.

14 (e) Allocation of Individual Settlement Amounts: The Individual Settlement
15 Amounts will be allocated based on the allegations in the Action as follows: twenty-five (25%)
16 percent will be paid as wages subject to withholding of all applicable local, state, and federal
17 taxes; and seventy-five (75%) will be paid as interest and as penalties (pursuant to, e.g.,
18 California Labor Code sections 203, 226) from which no taxes will be withheld. The
19 Settlement Administrator will issue to each Participating Class Member an Internal Revenue
20 Service Form W-2 and comparable state forms with respect to the wage allocation and a Form
21 1099 with respect to the penalties and interest allocations.

22 (f) Service Payment to Class Representative: The amount awarded to the Class
23 Representative as a Service Payment will be set by the Court in its discretion, not to exceed
24 \$7,500 each. Defendant agrees not to oppose this request. The Service Payment to Plaintiff
25 will be paid out of the Gross Settlement Amount. The Class Representative will be issued IRS
26 Form 1099 in connection with this payment. Plaintiff shall be solely and legally responsible to
27 pay any and all applicable taxes on this payment. The Parties agree that any amount awarded as
28 the Service Payment to Plaintiff less than the requested amount shall not be a basis for Plaintiff

1 or Class Counsel to void this Stipulation. Should the Court approve a lesser amount for the
2 Service Payment, the difference shall be added to the Net Settlement Amount to be distributed
3 to the Participating Class Members. In exchange for this extra consideration, the Class
4 Representative will enter into a 1542 Release.

5 (g) Attorneys' Fees and Costs: Defendant agrees to not oppose a request by Class
6 Counsel to the Court for an award of attorneys' fees of one-third of the Settlement Amount, plus
7 reasonable litigation costs not to exceed \$15,000 ("Attorney's Fees and Cost Award"). For
8 purposes of this Settlement, Defendant agrees not to oppose any contention by Class Counsel
9 that attorneys' fees should be based on the common fund theory. The Attorney's Fee and Cost
10 Award shall be paid from the Gross Settlement Amount, and except for this award, Defendant
11 shall have no further obligation to pay any attorneys' fees, costs or expenses to Class Counsel.
12 Should the Court approve a lesser amount than what is sought by Class Counsel, the difference
13 shall be added to the Net Settlement Amount to be distributed to the Participating Class
14 Members. Any Court order awarding less than the amount sought by Class Counsel shall not be
15 grounds to rescind the Settlement Agreement or otherwise void the Settlement. The Settlement
16 Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of
17 attorneys' fees and costs awarded by the Court. Class Counsel agrees that any allocation of fees
18 between or among Class Counsel and any other attorney representing or claiming to represent
19 the Class Members shall be the sole responsibility of Class Counsel.

20 (h) Settlement Administration Costs: The fees and other charges of the Settlement
21 Administrator will be paid from the Gross Settlement Amount, not to exceed \$5,000, unless
22 approved by all Parties and the Court.

23 (i) PAGA Penalties: The Parties agree that \$10,000 is allocated to PAGA Penalties
24 and is to be paid from the Gross Settlement Amount, subject to Court approval. Of this amount,
25 \$7,500 (75%) shall be paid to the LWDA in satisfaction of Plaintiffs' claims for penalties under
26 the Private Attorney General Act of 2004 ("PAGA") and \$2,500 (25%) will be included in the
27 Individual Settlement Amounts, payable to the Participating Class Members.

1 (j) Tax Liability: Class Counsel, Defendant and Defendant's Counsel make no
2 representations as to the tax treatment or legal effect of Settlement Amounts called for
3 hereunder, and Plaintiff and the Settlement Class Members are not relying on any statement or
4 representation by Class Counsel, Defendant, or Defendant's Counsel in this regard. Plaintiff
5 and Participating Class Members understand and agree that they will be solely responsible for
6 the payment of any taxes and penalties assessed on their respective Settlement Amounts
7 described herein. Income tax withholding will also be made pursuant to applicable federal, state
8 and/or local withholding codes or regulations. Forms W-2 and/or Forms 1099 will be distributed
9 at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and
10 consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other
11 applicable tax law, is changed after the date of this Agreement, the processes set forth in this
12 Section may be modified in a manner to bring Defendant into compliance with any such
13 changes.

14 (k) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT
15 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH
16 PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
17 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF
18 THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
19 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER
20 ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
21 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
22 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
23 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
24 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
25 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
26 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO
27 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY
28 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT

ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

47. "Non-Reversionary" Settlement. This is a "non-reversionary" settlement. Under no circumstances will any portion of the Settlement Amount revert to Defendant. Participating Class Members will not have to make a claim in order to receive an Individual Settlement Amount. Distributions, in the form of Individual Settlement Amounts, will be made directly to each Participating Class Member. The Settlement Administrator shall be responsible for accurately and timely reporting any remittance obligations with respect to unclaimed funds as a result of a Participating Class Member not cashing an Individual Settlement Amount by the check cashing deadline, as set forth herein.

48. Class Counsel and Plaintiff believe that the Settlement is fair and reasonable, and adequate, and will so represent same to the Court.

D. Release by Plaintiff and the Settlement Class

49. Upon the Effective Date of this Settlement, Plaintiff and each Participating Class Member, for themselves and for their respective spouses, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representative, will forever completely release and discharge the Released Parties from the Released Claims for the Release Period.

50. Each Participating Class Member will be deemed to have made the foregoing Release as if by manually signing it.

51. Plaintiff and Defendant intend that the Settlement described in this Agreement

1 will release and preclude any further claim, whether by lawsuit, administrative claim or action,
2 arbitration, demand, or other action of any kind, by each and all of the Participating Class
3 Members to obtain a recovery based on, arising out of, and/or related to any and all of the
4 Released Claims. The Class Members shall be so notified in the Notice. This paragraph does
5 not apply to any Class Member who timely and validly opts out of the Settlement.

6 52. Class Representative, on behalf of himself and the Settlement Class,
7 acknowledges and agrees that the claims for unpaid wages and unreimbursed expenses in the
8 Action, and untimely payment of wages in the Action, are disputed, and that the payments set
9 forth herein constitute payment of all sums allegedly due to them. Class Representative, on
10 behalf of himself and the Settlement Class, acknowledges and agrees that California Labor
11 Code Section 206.5 is not applicable to the Parties hereto. Section 206.5 provides in pertinent
12 part as follows:

13 An employer shall not require the execution of any release of any claim or right
14 on account of wages due, or to become due, or made as an advance on wages to
15 be earned, unless payment of those wages has been made.

16 **E. Release by Class Representative**

17 53. As a material inducement to Defendant to enter into this Settlement Agreement,
18 in addition to the Class Representative's release of the Released Claims as discussed in
19 Paragraph 44 above, Class Representative does hereby, for themselves and for their respective
20 spouses, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees,
21 attorneys, conservators, guardians, personal representatives, and assigns forever and completely
22 release and discharge the Released Parties from any and all charges, complaints, claims,
23 liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action,
24 suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory
25 penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and
26 costs) of any nature whatsoever, from the beginning of time through the execution of this
27 Stipulation, whether known or unknown, suspected or unsuspected, including but not limited to
28 all claims arising out of, based upon, or relating to Class Representative's employment with

1 Defendant or the remuneration for or termination of such employment (collectively, the “Class
2 Representative’s Claims”).

3 54. Without limiting the generality of the foregoing, Class Representative expressly
4 releases all claims or rights against Released Parties arising out of or relating to alleged
5 violations of any contracts, express or implied (including but not limited to any contract of
6 employment); any contract or covenant of good faith and fair dealing (express or implied); any
7 tort, including but not limited to, negligence, fraud, misrepresentation and violation of
8 California Labor Code section 970, negligent infliction of emotional distress, intentional
9 infliction of emotional distress, defamation, “retaliation” claims and claims for violation of
10 public policy, any claim for improper or unauthorized wage deductions, failure to pay the
11 applicable wage, unpaid wages, unpaid vacation benefits, penalties, liquidated damages, other
12 damages, overtime, and alleged “off the clock” work under federal and state law, including, but
13 not limited to, California Labor Code Sections 204 and 558, waiting time penalties pursuant to
14 California Labor Section 203, damages or penalties pursuant to California Labor Code Section
15 226, meal period and rest break payments and penalties pursuant to California Labor Code
16 Sections 226.7 and 512, failure to provide itemized wage statements pursuant to California
17 Labor Code Section 226, statutory or civil penalties pursuant to California Labor Code Sections
18 210, failure to indemnify for business expenses pursuant to Labor Code section 2802, unfair
19 competition and unfair business practices pursuant to Business and Professions Code Section
20 17200 et seq., interest and costs pursuant to California Civil Code Section 3287 and California
21 Labor Code Section 218.6, statutory or common law rights to attorneys’ fees and costs,
22 including those pursuant to California Labor Code Section 1194 *et seq.*; claims under the
23 Private Attorneys General Act of 2004, Labor Code section 2699 *et seq.*, and the alleged
24 violation or breach of any other state or federal statute, rule and or regulation; including all
25 applicable Industrial Welfare Commission Wage Orders, and all similar causes of action,
26 including but not limited to, any claim for restitution, equitable relief, interest, penalties, costs
27 or attorneys’ fees in connection with any of the foregoing, negligent infliction of emotional
28 distress, intentional infliction of emotional distress, and defamation; any “wrongful discharge,”

1 “constructive discharge,” and “retaliation” claims; any claims relating to any breach of public
2 policy; any legal restrictions on Defendant’s right to discharge employees; and any federal,
3 state, or other governmental statute, regulation, or ordinance, including, without limitation: (1)
4 Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin
5 discrimination or harassment, including retaliation for reporting discrimination or harassment);
6 (2) 42 U.S.C. § 1981 (discrimination); (3) Equal Pay Act, 29 U.S.C. § 209(d)(1) and California
7 Labor Code 1197.5 (equal pay); (4) Americans with Disabilities Act, 42 U.S.C. § 12100 et seq.
8 (disability discrimination); (5) Family and Medical Leave Act, 29 U.S.C. § 2601 et
9 seq. (family/medical leave); (6) California Fair Employment and Housing Act, Cal. Government
10 Code § 12900 et seq. (discrimination or harassment in employment and/or housing, including
11 discrimination or harassment based on race, religious creed, color, national origin, ancestry,
12 disability, marital status, sex (including pregnancy), or age, including retaliation for reporting
13 discrimination or harassment); (7) California Family Rights Act, Cal. Government Code §
14 12945.1 et seq. (family/medical leave); (8) California Labor Code, including Section 1720 et
15 seq., or any Industrial Welfare Commission Wage Order; (9) Executive Order 11246 (race,
16 color, religion, sex, and national origin discrimination or harassment); (10) Executive Order
17 11141 (age discrimination); (11) Sections 503 and 504 of the Rehabilitation Act of 1973
18 (handicap discrimination); (12) the Fair Labor Standards Act; and (13) Employee Retirement
19 Income Security Act, 29 U.S.C. § 1000 et seq. (employee benefits).

20 55. Class Representative expressly waives and relinquishes all rights and benefits
21 afforded by Section 1542 of the Civil Code of the State of California and does so understanding
22 and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil
23 Code of the State of California states:

24 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
25 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
26 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
27 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
28

1 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
2 DEBTOR OR RELEASED PARTY.

3 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a
4 full and complete release and discharge of all parties, Class Representative and Class Counsel
5 expressly acknowledge that this Settlement Agreement is intended to include in its effect,
6 without limitation, all claims that Class Representative knew of, as well as all claims that he
7 does not know or suspect to exist in their favor against the Released Parties, or any of them, for
8 the time period from the beginning of time to the execution of this Settlement Agreement, and
9 that this Settlement Agreement contemplates the extinguishment of any such Class
10 Representative's claims.

11 **F. Interim Stay of Proceedings**

12 56. Pending completion of all of the prerequisites necessary to effectuate this
13 Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the
14 Action except such as are necessary to effectuate the Settlement, including amending the
15 operative complaint.

16 **G. Notice Process**

17 57. Appointment of Settlement Administrator. The Parties have agreed to the
18 appointment of the Settlement Administrator to perform the duties of a settlement administrator,
19 including mailing the Notice, using standard devices to obtain forwarding addresses,
20 independently reviewing and verifying documentation associated with any claims or opt-out
21 requests, resolving any disputes regarding the calculation or application of the formula for
22 determining the Individual Settlement Amounts, drafting and mailing the settlement checks to
23 Participating Class Members, issuing W-2 and 1099 Tax Forms, reporting to taxing authorities,
24 unclaimed funds due diligence, reporting and remittance obligations, and performing such other
25 tasks as set forth herein or as the Parties mutually agree or that the Court orders.

26 58. Disputes Regarding Settlement Administration. Any and all disputes relating to
27 administration of the Settlement by the Settlement Administrator (except for disputes regarding
28 Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction

over the terms and conditions of this Settlement Agreement, until Plaintiff and Defendant notify the Court that all payments and obligations contemplated by this Settlement Agreement have been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of Court intervention. The Settlement Administrator shall also be responsible for issuing to Plaintiffs, Settlement Class Members, and Class Counsel any W-2, 1099, or other Tax Forms as may be required by law for all amounts paid pursuant to this Agreement. The Settlement Administrator shall also be responsible for setting up all necessary tax accounts and forwarding all payroll taxes and penalties to the appropriate government authorities.

59. Class Data. Within thirty (30) days after entry of the Preliminary Approval Order, Defendant shall provide the Class Data to the Settlement Administrator. The Settlement Administrator will run a check of the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List. The Class Data provided to the Settlement Administrator will remain confidential, shall be used solely to administer the Settlement, and will not be used or disclosed to anyone, except as required by applicable tax authorities, pursuant to Defendant's express written consent, or by order of the Court.

60. Notice. The Notice, as approved by the Court, shall be sent by the Settlement Administrator to the Settlement Class Members, by first class mail, in English and Spanish, within ten (10) calendar days following the Settlement Administrator's receipt of the Class Data. The Settlement Administrator shall use standard devices, including a skip trace, to obtain forwarding addresses of Settlement Class Members if any envelopes are returned.

61. Returned Notices. The Settlement Administrator will take steps to ensure that the Notice is received by all Settlement Class Members, including utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of and, if possible, update a mailing address. Notices will be re-mailed to any Class Member for whom an updated address is located within ten (10) calendar days following both the Settlement Administrator learning of the failed mailing and its receipt of the updated address. The Notice shall be identical to the original Notice, except that it shall notify the Class

Member that the exclusion (opt-out) request or objection must be returned by the later of the Notice Response Deadline or fifteen (15) days after the mailing of the Notice.

62. Presumption Regarding Receipt of Notice. It will be conclusively presumed that if an envelope has not been returned within thirty (30) days of the mailing that the Settlement Class Member received the Notice.

63. Disputes Regarding Class Data. Class Members are deemed to participate in the Settlement, unless they opt-out. The Notice will inform Class Members of his/her estimated Individual Settlement Amount and the number of Weeks Worked during the Class Period. Class Members may dispute their Weeks Worked if they feel they were employed more workweeks in the Class Period in California than Defendant's records show by timely submitting evidence to the Settlement Administrator. Defendant's records will be presumed determinative absent reliable evidence to rebut Defendant's records, but the Settlement Administrator will evaluate the evidence submitted by the Class Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good faith about the evidence to determine the Class Member's actual number of Workweeks Worked and estimated Individual Settlement Amount. If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the Settlement Administrator to render a final decision. Class Members will have until the Notice Response Deadline to dispute Workweeks Worked, object or opt out, unless extended by the Court. In the event that the Settlement Administrator increases the number of Workweeks Worked for any Settlement Class Member, then the Settlement Administrator will recalculate the Pay Period Value; accordingly, in no event will Defendant be required to increase the Gross Settlement Amount.

64. Declaration of Due Diligence. The Settlement Administrator shall provide counsel for the Parties, at least twenty-five (25) days prior to the final approval hearing, a declaration of due diligence and proof of mailing with regard to the mailing of the Notice.

65. Settlement Class Members' Rights. Each Settlement Class Member will be fully advised of the Settlement, the ability to object to the settlement, and the ability to opt-out or request exclusion from the Settlement. The Notice will inform the Settlement Class Members

of the Court-established deadlines for filing objections or requesting exclusion from the Settlement in accordance with the following guidelines:

(a) Requests for Exclusion from Settlement Class. Any Settlement Class Member, other than Plaintiff, may request to be excluded from the Settlement Class by submitting a “Request for Exclusion” to the Settlement Administrator, postmarked on or before the Notice Response Deadline. The Request for Exclusion should be in substantially this form and exact wording is not required for the request to be excluded to be considered:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS
IN THE STACY V. HICKMAN’S EGG RANCH LAWSUIT. I
UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE
SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY
FROM THE SETTLEMENT OF THIS LAWSUIT.”

Any Request for Exclusion must include the full name, address, telephone number, last four digits of the social security number or date of birth, and signature of the Settlement Class Member requesting exclusion. The Request for Exclusion must be returned by mail to the Settlement Administrator at the specified address. Any such Request must be made in accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only if postmarked by the Notice Response Deadline unless the Parties otherwise agree in writing. Any Settlement Class Member who timely requests exclusion in compliance with these requirements: (i) will not have any rights under this Agreement, including the right to object, appeal or comment on the Settlement; (ii) will not be entitled to receive any payments under this Agreement; and (iii) will not be bound by this Agreement, or the Judgment, except that Settlement Class Members who worked during the PAGA limitations period are nevertheless bound by the release of the PAGA claims.

(b) Binding Effect on Final Settlement Class Members. Except for those Settlement Class Members who exclude themselves in compliance with the procedures set forth above, all Settlement Class Members will: (i) be deemed to be Participating Class Members for all purposes under this Agreement; (ii) will be bound by the terms and conditions of this

1 Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise
2 provided herein, will be deemed to have waived all objections and oppositions to the fairness,
3 reasonableness, and adequacy of the Settlement.

4 (c) Objections to Settlement. Any Settlement Class Member, other than
5 Plaintiff, may object to the terms of this Agreement. To object, a Settlement Class Member
6 shall inform the Settlement Administrator, in writing, of his or her objection which must be
7 postmarked by the Notice Response Deadline at the address set forth in the Notice. Such
8 objection shall include the full name, address, telephone number, dates of employment with
9 Defendant of the Objecting Settlement Class Member, the case name and number, the basis for
10 the objection, including any legal support and each specific reason in support of the objection,
11 as well as any documentation or evidence in support thereof, and, if the Objecting Settlement
12 Class Member is represented by counsel, the name and address of his or her counsel. If any
13 Objecting Settlement Class Member wishes to speak at the Final Approval Hearing, that
14 Objecting Settlement Class Member's written submission should include a request to be heard,
15 and the Court will determine whether Objecting Settlement Class Members will be permitted to
16 speak. The Settlement Administrator shall provide objections, if any, to Class Counsel and
17 Defense Counsel within three (3) days of receipt, and the Settlement Administrator shall attach
18 the same to its declaration of due diligence it files with the Court prior to the Final Approval
19 Hearing. Any Participating Class Member who files an objection remains eligible to receive
20 monetary compensation from the Settlement. Plaintiff and Defendant shall not be responsible
21 for any fees, costs, or expenses incurred by any Class Member and/or his or her counsel related
22 to any objections to the Settlement. Submitting an objection does not preserve the right to
23 appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record
24 by timely and properly intervening or filing a motion to vacate the judgment under Code of
25 Civil Procedure § 663.

26 (d) Failure to Object. Any Settlement Class Member who desires to object
27 but fails to timely submit a written objection waives any right to object and will be foreclosed
28 from making any objection to this Settlement. Any Settlement Class Member who does not

1 timely and properly become a party of record by intervening or filing a motion to vacate the
2 judgment waives any and all rights to appeal from the Judgment, including all rights to any
3 post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment,
4 motion for new trial, a motion under California Code of Civil Procedure section 473, and
5 extraordinary writs.

6 (e) Responses to Objections. Counsel for the Parties may file a response to
7 any objections submitted by Objecting Settlement Class Members at least five (5) court days
8 before the date of the Final Approval Hearing.

9 66. Settlement Class Members will have until the Notice Response Deadline to
10 object or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The
11 Settlement Administrator shall disclose jointly to Class Counsel and Defendant's counsel what
12 objections or Requests for Exclusion were timely submitted on a weekly basis, and upon the
13 request of Class Counsel or Defense Counsel.

14 67. Funding of the Settlement Amount. Defendant shall make a one-time deposit
15 into the QSF of the Settlement Amount, as described in Paragraph 44(a) that is necessary to
16 make all payments required under this Settlement, including its share of employer payroll taxes
17 as calculated and directed by the Settlement Administrator, within thirty (30) days after Final
18 Approval of the Settlement.

19 68. Distribution of Funds. No later than ten (10) calendar days after deposit of the
20 payment into the QSF, the Settlement Administrator will mail the payments to the Participating
21 Class Members, the payment for the attorneys' fees and costs to Class Counsel, any Service
22 Payment to the Class Representative, the payment to the LWDA for PAGA penalties, and will
23 pay itself the Settlement Administration Costs.

24 69. Deadline for Cashing Settlement Checks. Participating Class Members shall
25 have 180 calendar days after mailing by the Settlement Administrator to cash their settlement
26 checks. If any Participating Class Member's check is not cashed within that period, the check
27 will be void and a stop-payment will be issued, and the Settlement Administrator shall issue the
28 unclaimed funds to the California State Controller's Office in the name of the Class Member.

1 The release will be binding upon all Participating Class Members who do not cash their checks
2 within the 180-day period. In the event that any settlement check is returned to the Settlement
3 Administrator within 180 days of mailing, the Settlement Administrator will, within five (5)
4 business days of receipt of the returned settlement check, perform a skip trace to locate the
5 individual. If a new address is located by these means, the Administrator will have ten (10)
6 business days to re-issue the check and will notify Defense Counsel and Class Counsel that a re-
7 issued check has been sent. Neither Defendant, Defense Counsel, Class Counsel, Plaintiffs, nor
8 the Settlement Administrator will have any liability for lost or stolen settlement checks, forged
9 signatures on settlement checks, or unauthorized negotiation of settlement checks. Without
10 limiting the foregoing, in the event a Participating Class Member notifies the Settlement
11 Administrator that he or she believes that a settlement check has been lost or stolen, the
12 Settlement Administrator shall immediately stop payment on such check. If the check in
13 question has not been negotiated prior to the stop payment order, the Settlement Administrator
14 will issue a replacement check.

15 70. No person shall have any claim against Defendant (or its designee), Defendant's
16 Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on mailings,
17 distributions, payments or reports made in accordance with or pursuant to this Agreement. This
18 provision does not, however, prevent a Party from seeking enforcement of this Agreement.

19 71. Without prejudice to any other remedies, the Settlement Administrator shall
20 agree to be responsible for any breach of its obligations (whether committed by the Settlement
21 Administrator or its agents) and to indemnify and hold the Parties and their counsel harmless
22 from and against all liabilities, claims, causes of action, costs and expenses (including legal fees
23 and expenses) arising out of any breach committed by the Settlement Administrator or its
24 agents.

25 **H. Duties of the Parties Prior to the Court's Approval**

26 72. Upon completion of confirmatory discovery, Plaintiff will move the Court for
27 Preliminary Approval of this Settlement and entry of the Preliminary Approval Order
28 accomplishing the following:

(a) Scheduling the Final Approval Hearing on the issue of whether this Settlement should be finally approved as fair, reasonable and adequate as to the Class Members and a hearing on fees, costs and the Service Payment;

(b) Approving as to form and content the proposed Notice;

(c) Directing the mailing of the Notice by first class mail to the Settlement Class Members;

(d) Preliminarily approving this Settlement; and

(e) Preliminarily certifying the class for purposes of this Settlement.

I. Duties of the Parties Following Court's Final Approval

73. In connection with the Final Approval Hearing provided for in this Settlement Agreement, Class Counsel shall submit a proposed Final Approval Order:

(a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

(b) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, the Service Payment to the Class Representative, and the payment to the Settlement Administrator for costs of administering the settlement; and

(c) Entering judgment approving settlement, thereby permanently barring all Settlement Class Members from prosecuting any Released Claims against any of the Released Parties.

J. Voiding the Agreement

74. If the Court fails or refuses to issue the Final Approval Order or fails to approve any material condition of this Settlement Agreement which effects a fundamental change of the Settlement, the entire Settlement Agreement shall be rendered voidable and unenforceable as to all Parties herein at the option of either Party.

75. If ten percent (10%) or more of the Class Members timely submit a Request for Exclusion, Defendant shall have the option of terminating or modifying this Agreement and Defendant being relieved of any obligation to pay the Settlement Amount or any other

obligations from the Settlement by giving notice to Plaintiffs' Counsel and the Settlement Administrator within twenty (20) days of the Notice Response Deadline. If Defendant exercises its option under this paragraph, Defendant shall be solely responsible for all Settlement Administration Costs incurred.

76. If the Settlement is voided or fails for any reason, Plaintiff and Defendant will have no further obligations under the Settlement, including any obligation by Defendant to pay the Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

77. If the Settlement is voided or fails for any reason, any costs incurred by the Settlement Administrator shall be borne equally by Defendant and Plaintiffs, unless otherwise specified in this Agreement.

K. Other Terms

78. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

79. Limitation on Public Statements About Settlement. Defendant, Defendant's Counsel, Plaintiff, and Class Counsel agree to limit public comment on this Settlement, the Action, and the claims to stating that the matter has been resolved to the satisfaction of both Plaintiff and Defendant, except as necessary to give notice to the Class Members, seek approval from the Court, or is legally required to comply with ethical obligations. Plaintiff and Defendant agree not to effectuate or cause any press release, posting, or other comment on this Settlement or its terms to be made. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from posting court-filed documents on their website for viewing by Class Members after Preliminary Approval of the Settlement. Nothing in this provision shall prevent Defendant or Plaintiff from making any required disclosures.

80. Right of Defendant to Reject Settlement. If the number of Class Members who timely submit valid Elections Not to Participate in Settlement exceeds ten percent (10%) of the

1 Class, Defendant, at its sole discretion, shall have the right but not the obligation to revoke the
2 Settlement. Defendant shall exercise its revocation rights, if at all, within fourteen (14) calendar
3 days of the deadline for submission of Elections Not to Participate in Settlement by providing
4 written notice to Class Counsel. If Defendant exercises its revocation rights, the Parties will have
5 no further obligations under the Settlement, including any obligation by Defendant to pay the
6 Gross Settlement Amount, or any amounts that otherwise would have been owed under this
7 Agreement, except that Settlement Administration Expenses as of the date that Defendant
8 exercises the right to void the Settlement pursuant to this Paragraph will be paid by Defendant

9 81. No Solicitation. The Parties and their respective counsel represent that neither
10 the Parties nor their respective counsel have or will solicit or otherwise encourage directly or
11 indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not
12 to participate in the Settlement.

13 82. Parties' Authority. The signatories hereto represent that they are fully authorized
14 to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions
15 hereof.

16 83. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
17 accomplish the terms of this Settlement Agreement, including but not limited to, execution of
18 such documents and to take such other action as may reasonably be necessary to implement the
19 terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their
20 best efforts, including all efforts contemplated by this Settlement Agreement and any other
21 efforts that may become necessary by order of the Court, or otherwise, to effectuate this
22 Settlement Agreement and the terms set forth herein. As soon as practicable after execution of
23 this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of
24 Defendant and Defendant's Counsel, take all necessary steps to secure the Court's preliminary
25 and final approval of the settlement, and the final entry of judgment.

26 84. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
27 they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,
28

1 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
2 cause of action or rights released and discharged by this Settlement Agreement.

3 85. No Admission. Defendant denies any and all liability to Plaintiff and/or any
4 Settlement Class Member in this Action, as to any and all causes of action that were asserted or
5 that might have been asserted in this Action. Nonetheless, Defendant wishes to settle and
6 compromise the matters at issue in the Complaint to avoid further substantial expense and the
7 inconvenience and distraction of protracted and burdensome litigation. Defendant also has
8 taken into account the uncertainty and risks inherent in litigation, and without conceding any
9 infirmity in the defenses that they have asserted or could assert against Plaintiffs, have
10 determined that it is desirable and beneficial that Plaintiffs' claims be settled in the manner and
11 upon the terms and conditions set forth in this Agreement.

12 86. Inadmissibility of Agreement. Whether or not the Court issues the Final
13 Approval Order, nothing contained herein, nor the consummation of this Settlement Agreement,
14 is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing
15 on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has
16 entered into this Settlement Agreement with the intention of avoiding further disputes and
17 litigation with the attendant inconvenience and expenses. This Settlement Agreement is a
18 settlement document, and it, along with all related documents such as the notices, and motions
19 for preliminary and final approval, shall, pursuant to California Evidence Code section 1152
20 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an
21 action or proceeding to approve the settlement, and/or interpret or enforce this Settlement
22 Agreement. The stipulation for class certification as part of this Settlement Agreement is for
23 settlement purposes only and if, for any reason the settlement is not approved, the stipulation
24 will be of no force or effect.

25 87. Notices. Unless otherwise specifically provided herein, all notices, demands or
26 other communications given hereunder shall be in writing and shall be deemed to have been
27 duly given as of the third business day after mailing by United States registered or certified
28 mail, return receipt requested, addressed:

To the Settlement Class:

Mehrdad Bokhour
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

Joshua Falakassa
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

To Defendant:

Ian B. Wieland
David G. Litman
5260S North Palm Avenue, Suite 400
Fresno, California 93704
Tel: (559) 421-7000; Fax: (559) 473-1483

88. Construction. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or her or its counsel participated in the drafting of this Settlement Agreement. Plaintiff and Defendant expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

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

90. Modification. This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This

Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

91. Dispute Resolution. Prior to instituting legal action to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and Plaintiff and Defendant agree to seek the help of the mediator to resolve any dispute they are unable to resolve informally. During this period, the Parties shall bear their own attorneys' fees and costs. This provision shall not apply to any legal action or other proceeding instituted by any person or entity other than Plaintiff or Defendant.

92. Choice of Law. This Settlement Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules.

93. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

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

95. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because the members of the Settlement Class are numerous, it is impossible or impractical to have each Class member execute this Settlement Agreement. The Notice will advise all Settlement Class Members of the binding nature of the release provided herein and such shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

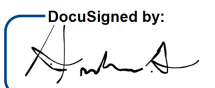
96. Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall

1 be deemed an original, and, when taken together with other signed counterparts, shall constitute
2 one fully signed Settlement Agreement, which shall be binding upon and effective as to all
3 Parties. Electronic signatures shall have the same force and effect as an original.

4 **APPROVAL AND EXECUTION BY PARTIES:**

5 Dated: May __, 2022

CLASS REPRESENTATIVE:

6
7 
8 Anderson Stacy

10 Dated: May 24, 2022

DEFENDANT:
HICKMAN'S EGG RANCH, INC.

12 
13 By Kevin R. Hanger
14 Title Corporate Counsel/Government Relations

1 APPROVED AS TO FORM:

2 Dated: May ___, 2022

CLASS COUNSEL:

3 **FALAKASSA LAW, P.C.**

4
5 _____
6 Joshua Falakassa
7 Attorneys for Plaintiffs

8 Dated: May ___, 2022

BOKHOUR LAW GROUP, P.C.

9 _____
10 Mehrdad Bokhour
11 Attorneys for Plaintiff's

12 Dated: May 25, 2022

DEFENDANT'S COUNSEL:

13 **SAGASER, WATKINS & WIELAND PC**

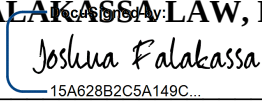
14 
15 _____
16 Ian B. Wieland
17 David G. Litman
18 Attorneys for Defendant Hickman's Egg Ranch, Inc.

APPROVED AS TO FORM:
5/18/2022

Dated: May ___, 2022

CLASS COUNSEL:

FALAKASSA LAW, P.C.

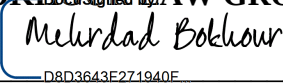

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Joshua Falakassa
Attorneys for Plaintiffs

5/18/2022

Dated: May ___, 2022

BOKHOUR LAW GROUP, P.C.


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Mehrdad Bokhour
Attorneys for Plaintiffs

Dated: May ___, 2022

DEFENDANT'S COUNSEL:

SAGASER, WATKINS & WIELAND PC

Ian B. Wieland
David G. Litman
Attorneys for Defendant Hickman's Egg Ranch, Inc.