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and on behalf of all similarly situated employees.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

GUILLERMO BECERRA and ARTURO
MARTINEZ, as individuals and on behalf of
all similarly situated employees,

Plaintiffs,

v.

LEGACY FARMS EMPLOYMENT
SERVICES COMPANY, INC., and DOES 1-
50, inclusive,

Defendants.

Case No.: 30-2021-01225861-CU-OE-CXC

CLASS ACTION

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT AND RELEASE**

Assigned to for all purposes:
Hon. William Claster, Dept. CX-101

Complaint Filed: October 12, 2021
Trial Date: None Yet Set

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

2 IT IS HEREBY STIPULATED, by and among Plaintiffs GUILLERMO BECERRA and
3 ARTURO MARTINEZ, on behalf of themselves and the Settlement Class Members, on the one
4 hand, and Defendant CAL FRESCO/LEGACY FARMS EMPLOYMENT SERVICES, INC.
5 f/k/a “LEGACY FARMS EMPLOYMENT SERVICES COMPANY, INC.,” on the other hand,
6 and subject to the approval of the Court, that the above-captioned action is hereby being
7 compromised and settled pursuant to the terms and conditions set forth in this Joint Stipulation of
8 Class Action Settlement and Release (the “Settlement”).

9 **1. DEFINITIONS**

10 Capitalized terms used in this Settlement shall have the meanings set forth below:

11 1.1. “Action” means the putative class action entitled *GUILLERMO BECERRA, et al.*
12 *v. LEGACY FARMS EMPLOYMENT SERVICES COMPANY, INC.*, as amended on July 25, 2024,
13 pending in the Superior Court of the State of California, County of Orange, and designated as
14 Case No. 30-2021-01225861-CU-OE-CXC.

15 1.2. “Class Member” means all non-exempt, hourly paid employees currently and
16 formerly employed by Defendant in the state of California from October 12, 2017 through
17 October 2, 2023, who did not execute an individual settlement agreement with Defendant
18 covering the claims asserted in the Action on or before the Effective Date.

19 1.3. “PAGA Member” means all non-exempt, hourly paid employees currently and
20 formerly employed by Defendant in the state of California from January 1, 2021 through October
21 2, 2023.

22 1.4. “Settlement Administrator” means Phoenix Settlement Administrators.

23 1.5. “Settlement Administration Costs” means the amount to be paid to the third-party
24 Settlement Administrator from the Gross Settlement Amount for the administration of the
25 Settlement. The Settlement Administration Costs amount is not to exceed Eight Thousand Dollars
26 (\$8,000.00). Any portion of the requested Settlement Administration Costs that is not awarded to
27 the Settlement Administrator shall be part of the Net Settlement Amount.

28 1.6. “Class Counsel” means Kevin Mahoney and Berkeh Alemzadeh of the Mahoney

1 Law Group, APC.

2 1.7. "Class Counsel Fees" means reasonable attorneys' fees for Class Counsel's
3 litigation and resolution of this Action, in the amount of 33.33% of the Gross Settlement Amount,
4 estimated to be Two Hundred Thirty-Six Thousand Six Hundred and Sixty-Six Dollars And Sixty-
5 Seven Cents (\$236,666.67). The Court shall determine the amount of the Class Counsel Fees,
6 and it shall be paid from the Gross Settlement Amount. Any portion of the requested Class
7 Counsel Fees that is not awarded to Class Counsel shall be part of the Net Settlement Amount.

8 1.8. "Class Counsel Costs" means actual expenses incurred by Class Counsel for Class
9 Counsel's litigation and resolution of this Action, as supported by declaration, in an amount not
10 to exceed Fifteen Thousand Dollars (\$15,000.00). The Court shall determine the amount of the
11 Class Counsel Costs, and it shall be paid from the Gross Settlement Amount. Any portion of the
12 requested Class Counsel Costs that is not awarded to Class Counsel shall be part of the Net
13 Settlement Amount.

14 1.9. "Class Information" means information regarding Settlement Class Members that
15 Defendant will in good faith compile from its records and provide to the Settlement
16 Administrator. Class Information shall be provided as a Microsoft Excel spreadsheet and shall
17 include: each Settlement Class Member's full name; last known address; last known home
18 telephone number; social security number; all start and end dates of employment during the Class
19 Period, and the total number of weeks each Settlement Class Member worked for Defendant
20 during the Class Period. The number of weeks worked shall be calculated using Defendant's
21 payroll data during the Class Period whenever the hours worked for the work week was greater
22 than zero. Because social security numbers are included in the Class Information, the Settlement
23 Administrator shall maintain the Class Information in confidence; access shall be limited to those
24 with a need to use the Class Information as part of the administration of the Settlement, and
25 transmission shall be through use of a secure, password-protected file.

26 1.10. "Class Period" means the period from October 12, 2017 through October 2, 2023.

27 1.11. "Class Representative" means GUILLERMO BECERRA.

28 1.12. "PAGA Class Period" means the period from January 1, 2021 through October 2,

1 2023.

2 1.13. "Class Representative Service Award" means the amount that the Court authorizes
3 to be paid to Plaintiff Becerra, not to exceed Ten Dollars and Zero Cents (\$10,000.00), in addition
4 to Plaintiff Becerra's Individual Settlement Payment. The Class Representative Service Award
5 to Plaintiff Becerra is in exchange for the Released Class Claims, Plaintiff's General Released
6 Claims, and for Plaintiff's efforts and risks in assisting with the prosecution of the Action. The
7 Class Representative Service Award shall be paid from the Gross Settlement Amount. Any
8 portion of the requested Class Representative Service Award that are not awarded to Plaintiff
9 shall be part of the Net Settlement Amount.

10 1.14. "Court" means the Superior Court of the State of California for the County of
11 Orange.

12 1.15. "Defendant" means CAL FRESCO/LEGACY FARMS EMPLOYMENT
13 SERVICES, INC. f/k/a "LEGACY FARMS EMPLOYMENT SERVICES COMPANY, INC.",
14 and each of its parent companies, subsidiaries, related companies, affiliates, dbas, current and former
15 management companies, shareholders, members, agents (including any investment bankers,
16 accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and
17 employees) predecessors, successors, and assigns or any related entity that was the "employer" of
18 Class Members.

19 1.16. "Defendant's Counsel" means Nina Huerta and Jonevin K. Sabado of Locke Lord
20 LLP.

21 1.17. "Effective Date" means the date that the Gross Settlement Amount is fully funded.

22 1.18. "Employee Taxes" means the employee's share of any and all applicable federal,
23 state, and local payroll taxes on the portion of Settlement Class Members' Individual Settlement
24 Payment that constitutes wages. The Employee Taxes shall be paid out of the Net Settlement
25 Amount.

26 1.19. "Employer Taxes" means the employer's share of any and all applicable federal,
27 state, and local payroll taxes on the portion of Settlement Class Members' Individual Settlement
28 Payment that constitutes wages. The Employer Taxes shall be paid by Defendant separately and

not out of the Gross Settlement Amount or Net Settlement Amount.

1.20. “Final Approval Hearing” means the hearing held on the motion for final approval of the Settlement.

1.21. “Final Approval Date” means the date which the Court grants final approval of the Settlement.

1.22. “Final Judgment” means the Court’s entry of an order of judgment in this Action following the Court’s final approval of the Settlement.

1.23. “Gross Settlement Amount” means the maximum amount Defendant shall have to pay in connection with this Settlement, by way of a common fund, which shall be inclusive of all Individual Settlement Amounts to Settlement Class Members, Class Counsel Fees, Class Counsel Costs, Settlement Administrator Costs, Class Representative Service Award, and PAGA Allocation. Subject to Court approval and the terms of this Settlement, the Gross Settlement Amount Defendant shall be required to pay is Seven Hundred Ten Thousand Dollars and Zero Cents (\$710,000.00). No portion of the Gross Settlement Amount will revert to Defendant, and the Settlement does not require Settlement Class Members to submit claims as a prerequisite to receiving their Individual Settlement Payment. This settlement sum is based on Defendant’s representation that the number of total Workweeks during the Class Period through April 2023 was Twenty-Four Thousand Five Hundred (24,500). Defendant shall not be required to pay more than the Gross Settlement Amount as long as the actual number of Workweeks during the Class Period as of October 2, 2023 is no more than ten percent (10%) greater than Defendant’s estimate. If the actual number of Workweeks during the Class Period as of October 2, 2023 is more than ten percent (10%) greater than the estimate – or 2,450 or more Workweeks – the Gross Settlement Amount shall increase proportionately to the increase in the number of Workweeks over the ten percent (10%) grace amount—e.g., if the number of Workweeks increases by eleven percent (11%), the Gross Settlement Amount shall increase by one percent (1%); if the number of Workweeks increases by twelve percent (12%), the Gross Settlement Amount shall increase by two percent (2%), and so forth. Under no other circumstances shall Defendant be required to pay more than the Gross Settlement Amount except as provided for in this section of the Settlement

1 Agreement.

2 1.24. "Individual Settlement Payment" means the amount payable to each Settlement
3 Class Member, as calculated pursuant to Paragraph 3.12.1 of the Settlement, from the Net
4 Settlement Amount. Checks for Individual Settlement Payments shall specifically indicate that
5 they are void if not negotiated within one hundred eighty (180) days of their issuance.

6 1.25. "PAGA Allocation" means Fifty Thousand Dollars (\$50,000.00), allocated from
7 the Gross Settlement Amount for the compromise of claims brought under the Labor Code Private
8 Attorney General Act of 2004 ("PAGA"). Per California Labor Code section 2699(i), Thirty-
9 Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), representing 75% of the
10 PAGA Allocation, shall be paid to California's Labor Workforce Development Agency. The
11 remaining Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), representing
12 25% of the PAGA Allocation, shall be part of the Net Settlement Amount and shall be distributed
13 to PAGA Members.

14 1.26. "LWDA" shall mean the California Labor and Workforce Development Agency.

15 1.27. "LWDA PAGA Allocation" means Thirty-Seven Thousand Five Hundred Dollars
16 and Zero Cents (\$37,500.00), representing 75% of the PAGA Allocation, and is the amount
17 payable from the Gross Settlement Amount to California's Labor Workforce Development
18 Agency.

19 1.28. "PAGA Member Allocation" means Twelve Thousand Five Hundred Dollars and
20 Zero Cents (\$12,500.00), representing the PAGA Allocation, and is the amount payable to PAGA
21 Members. The PAGA Member Allocation shall be distributed in its entirety to PAGA Members
22 pursuant to paragraph 3.13.

23 1.29. "Net Settlement Amount" means the Gross Settlement Amount, less the Class
24 Counsel Fees, the Class Counsel Costs, the Class Representative Service Award, the Settlement
25 Administration Costs, the LWDA PAGA Allocation, and the PAGA Member Allocation. The Net
26 Settlement Amount shall be distributed in its entirety to Settlement Class Members, as provided
27 for in this Settlement.

28 1.30. "Notice of Objection" means a written statement of objection to the Settlement,

made and signed by a Settlement Class Member and includes the following: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the last four digits of the Settlement Class Member's Social Security number and/or the entire Employee ID number; (4) the basis for the objection; and, (5) whether the Settlement Class Member intends to appear at the Final Approval Hearing.

1.31. "Notice of Settlement" means the Notice of Proposed Class Action and Notice of Private Attorney General Act Settlement (attached hereto as **Exhibit A**).

1.32. "Notice Packet" means the Notice of Proposed Class Action, Notice of Private Attorney General Act Settlement, Class Workweek Dispute Form, and the Request for Exclusion Form to be provided in English and Spanish.

1.33. "Settlement Class Members" or "Settlement Class" means all Class Members who do not submit a valid and timely Request for Exclusion. "Parties" means Plaintiffs and Defendant collectively; and "Party" shall mean any Defendant or Plaintiff, individually.

1.34. "Plaintiffs" means GUILLERMO BECERRA and ARTURO MARTINEZ.

1.35. "Plaintiff Becerra's General Released Claims" means, in addition to the Released Class Claims, Plaintiff Becerra, on behalf of himself, his agents, spouse, executors, representatives, heirs, successors, assigns, and estates, in exchange for the terms and conditions of this Settlement, including the Class Representative Service Award requested or as otherwise authorized by the Court, shall also, as of the Effective Date, fully and forever release the Released Parties, to the full extent permitted by law, of and from any and all claims arising from his employment with Defendant, known and unknown, asserted and unasserted, which Plaintiff had or may have had against the Released Parties, whether sounding in tort, in contract, in law, in equity or otherwise, and including but not limited to all claims for violation of any local, state, or federal statute, rule, or regulation. Plaintiff expressly waives and relinquishes all rights and benefits afforded by section 1542 of the Civil Code of the State of California and do so understanding and acknowledging the significance of such specific waiver of section 1542. Section 1542 of the Civil Code of the State of California states as follows:

A general release does not extend to claims that the creditor or releasing party does

1 **not know or suspect to exist in his or her favor at the time of executing the release**
2 **and that, if known by him or her, would have materially affected his or her**
3 **settlement with the debtor or released party.**

4 Notwithstanding the above, Plaintiff Becerra's General Released Claims do not include
5 any workers' compensation claims, claims that cannot be waived as a matter of law by signing
6 this agreement, or enforce this agreement.

7 1.36. "Preliminary Approval Date" means the date the Court enters the Preliminary
8 Approval Order for the Settlement.

9 1.37. "Preliminary Approval Order" means the proposed order (filed concurrently with
10 this Settlement and Plaintiff's motion for preliminary approval of the Settlement), as may be
11 amended by the Court, for preliminary approval of the Settlement.

12 1.38. "Released Class Claims" means any and all claims during the Class Period which
13 were or could have been raised by the Class Members based on the facts, conduct, and/or
14 omissions alleged in the Action, including all wage and hour claims, demands, rights, liabilities,
15 and causes of action for unpaid wages, including minimum wage payments, regular wages,
16 overtime wages; failure to pay wages during employment; failure to pay all wages due upon
17 separation of employment; failure to maintain and provide accurate records; meal and rest break
18 violations; meal and rest break premiums; wage statement violations, failure to reimburse for
19 necessary business expenditures, civil and statutory penalties, interest, liquidated damages,
20 attorney's fees and costs, claims under California Labor Code sections 201, 202, 203, 204, 226,
21 226.7, 510, 512, 558(a), 1182.12, 1174, 1194, 1197, 2802, and applicable Industrial Welfare
22 Commission Wage Order, and claims under California Business & Professions Code sections
23 17200-17204. It is understood and agreed that the Released Class Claims do not include claims
24 for workers' compensation, unemployment, or disability benefits of any nature, nor any claims,
25 actions, or causes of action which may be possessed by Settlement Class Members under state or
26 federal discrimination statutes, including, without limitation, the California Fair Employment and
27 Housing Act, California Government Code section 12940, *et seq.*; the Unruh Civil Rights Act,
28 California Civil Code section 51, *et seq.*; the California Constitution; Title VII of the Civil Rights

1 Act of 1964, 42 U.S.C. § 2000, *et seq.*; the Americans with Disabilities Act, as amended, 42
2 U.S.C. § 12101, *et seq.*; the Employee Retirement Income Security Act of 1974, as amended, 29
3 U.S.C. § 1001, *et seq.*; and all of their implementing regulations and interpretive guidelines. No
4 release in this Agreement shall become effective until the Effective Date.

5 1.39. “Released PAGA Claims” shall mean all claims, demands, rights, liabilities and
6 causes of action for penalties under the California Labor Code Private Attorneys General Act of
7 2004 (Labor Code section 2698 *et seq.*) against the Released Parties, based on Plaintiff Martinez’s
8 Letter to the Labor & Workforce Development Agency on September 9, 2021, as well as
9 Plaintiffs’ Amended Letter to the Labor & Workforce Development Agency on January 29, 2024,
10 that arose during the PAGA Class Period, including but not limited to claims for civil penalties
11 for violations of Labor Code 201, 202, 203, 204, 226, 226.7, 510, 512, 558(a), 1182.12, 1174,
12 1194, 1197, 2802, 2698-2699.5, and claims under California Business & Professions Code section
13 17200, and applicable Wage Orders of the Industrial Welfare Commission, and all related claims
14 for attorneys’ fees and costs, and in the now dismissed “PAGA Action” defined herein.

15 1.40. “Released Parties” means Legacy Farms Employment Services, Inc., and each of
16 its parent companies, subsidiaries, related companies, affiliates, dbas, current and former
17 management companies, shareholders, members, agents (including any investment bankers,
18 accountants, insurers, reinsurers, attorneys and any past, present, or future officers, directors and
19 employees) predecessors, successors, and assigns, or any related entity that was the “employer” of
20 Class Members.

21 1.41. “Released Parties’ Release of Claims Against Representative Plaintiff” means
22 Released Parties, as defined herein, do hereby, for themselves, and for their heirs, successors,
23 predecessors, attorneys, agents, representatives and assigns, forever release the Representative
24 Plaintiff from any and all charges, complaints, claims, liabilities, obligations, promises,
25 agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs,
26 losses, debts, and expenses (including attorneys’ fees and costs actually incurred) of any nature
27 whatsoever, from the beginning of time through the date of their signature on this Settlement
28 Agreement, known or unknown, suspected or unsuspected, including but not limited to all claims

1 arising out of, based upon, or relating to Representative Plaintiffs' employment with Defendant
2 and related to this Action.

3 1.42. Released Parties expressly waive and relinquish all rights and benefits afforded by
4 section 1542 of the Civil Code of the State of California and do so understanding and
5 acknowledging the significance of such specific waiver of section 1542. Section 1542 of the Civil
6 Code of the State of California states as follows:

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

11 1.43. Thus, subject to and in accordance with this Settlement Agreement, even if
12 Released Parties may hereafter discover facts in addition to or different from those they now know
13 or believe to be true, Released Parties shall be deemed to have fully, finally, and forever settled
14 and released any and all claims against the Representative Plaintiffs that could have been alleged
15 against them, as well as any other claims, whether known or unknown, suspected or unsuspected,
16 contingent or non-contingent, that now exist, upon any theory of law or equity, including without
17 limitation, conduct which is negligent, intentional, with or without malice, or a breach of any
18 duty, law, or rule, without regard to the subsequent discovery or existence of such different or
19 additional facts.

20 1.44. "Response Deadline" means the date sixty (60) days after the Settlement
21 Administrator mails the Notice Packets to Settlement Class Members, and shall be the last date
22 on which Settlement Class Members may: (a) postmark Requests for Exclusion from the
23 Settlement, or (b) postmark Objections to the Settlement.

24 1.45. "Settlement" means this Joint Stipulation of Class Action Settlement and Release.

25 1.46. "Workweeks" shall mean the number of weeks each Class Member worked at
26 LEGACY FARMS EMPLOYMENT SERVICES COMPANY, INC. as an hourly-paid and/or
27 non-exempt employee in California during the Class Period. The Settlement Administrator will
28 calculate the number of Workweeks by calculating the number of days each Class Member

1 worked at LEGACY FARMS EMPLOYMENT SERVICES COMPANY, INC. was employed
2 during the Class Period, and dividing by seven (7).

3 **2. RECITALS**

4 2.1. Class Certification. The Parties stipulate and agree to the conditional certification
5 of this Action for purposes of this Settlement only. Should, for whatever reason, the Settlement
6 not become final and effective, conditional Class Certification shall immediately be set aside
7 (subject to further proceedings on motion of any Party to certify or decertify thereafter). The
8 Parties' willingness to stipulate to conditional Class Certification as part of the Settlement shall
9 have no bearing on and shall not be admissible or considered in connection with the issue of
10 whether a class should be certified in a non-settlement context in this Action, and shall have no
11 bearing on and shall not be admissible or considered in connection with the issue of whether a
12 class should be certified in any other lawsuit. Defendant expressly reserves its right to oppose
13 class certification should this Settlement be modified or reversed on appeal or otherwise not
14 become final and effective for any reason.

15 2.2. Procedural History. On September 9, 2021, Plaintiff Martinez submitted his
16 PAGA letter to the LWDA alleging Defendant violated, among other provisions of the California
17 Labor Code and applicable wage law, Labor Code 202, 203, 204, 226, 226.7, 510, 512, 7114,
18 1182.72, 1194, 1197, 2802, California Business & Professions Code section 17200, and
19 applicable Wage Orders of the Industrial Welfare Commission. On October 12, 2021, Plaintiffs
20 filed a lawsuit in the Superior Court of California for the County of Orange as a proposed class
21 action on behalf of all current and former non-exempt California employees of Defendant during
22 the period of October 12, 2017 through the date of final judgment. In their initial complaint
23 Plaintiffs alleged that Defendant (1) failed to pay wages, including minimum wage and overtime;
24 (2) failed to provide rest periods; (3) failed to provide meal periods; (4) failed to pay wages due
25 at separation of employment; (5) failed to provide accurate itemized wage statements; (6) failure
26 to reimburse for necessary business expenditures; and (7) violations of Business and Professions
27 Code Section 17200 et seq. Plaintiffs sought recovery under the California Labor Code, the
28 applicable Industrial Welfare Commission Wage Order, and the California Business &

1 Professions Code. On November 15, 2021, Plaintiff Martinez filed a Complaint entitled *Martinez*
2 *v. Legacy Farms Employment Services Company, Inc.*, Case No. 30-2021-01232129-CU-OE-
3 CXC (the “PAGA Action”), alleging claims under the Labor Code Private Attorneys General
4 Act of 2004 (“PAGA”) that Defendant (1) failed to pay wages, including minimum wage and
5 overtime; (2) failed to provide rest periods; (3) failed to provide meal periods; (4) failed to pay
6 wages due at separation of employment; (5) failed to provide accurate itemized wage statements;
7 (6) failure to reimburse for necessary business expenditures. On March 9, 2022, Judge James J.
8 Di Cesare, Dept. C-16, ordered Plaintiff Martinez to submit his claims to final and binding
9 individual arbitration pursuant to the Parties’ stipulation and the Agreement to Arbitrate Covered
10 Disputes attached to that stipulation. On July 25, 2024, pursuant to a stipulation of the Parties,
11 Plaintiff Becerra filed a First Amended Complaint (“FAC”) adding the claims for civil penalties
12 Mr. Martinez alleged in the PAGA Action and dismissing the PAGA Action without prejudice.

13 2.3. Settlement Negotiations. On July 25, 2023, the Parties participated in a full-day
14 private mediation session with mediator Hon. Carl West (Ret.). Prior to the mediation, Defendant
15 provided time records and corresponding time records for a sample of putative class members, as
16 well as other documents, allowing Class Counsel to construct a damage analysis. Based on the
17 information obtained through informal discovery, the Parties reached an agreement in principal
18 to the basic terms of a class-action and PAGA settlement agreement. The Settlement is the result
19 of an informed and detailed evaluation of the total exposure and potential liability, in relation to
20 the costs and risks associated with continued litigation of the Action. The Parties have engaged
21 in sufficient discovery and investigation to assess the relative merits of the claims, defenses, and
22 contentions of the Parties.

23 2.4. Benefits of Settlement to Settlement Class Members. Plaintiffs and Class Counsel
24 recognize the length of continued proceedings necessary to litigate the Parties’ disputes through
25 certification, trial, and any possible appeal. Plaintiffs and Class Counsel have also taken into
26 account the uncertainty and risk of the outcome of further litigation, the difficulties and delays
27 inherent in such litigation, including, but not limited to, the risks related to a contested motion for
28 class certification, potential motions for decertification, trial, and appeal. Plaintiffs and Class

1 Counsel are also aware of the burdens of proof necessary to establish liability for the claims
2 asserted in the Action and the difficulties in establishing damages for the Class Members.
3 Plaintiffs and Class Counsel have also taken into account Defendant's agreement to enter into a
4 settlement that confers substantial relief upon Class Members. Based on the foregoing, Plaintiffs
5 and Class Counsel have determined that this Settlement is fair, adequate, and reasonable, and is
6 in the best interests of the Class Members.

7 2.5. Defendant's Denial of Wrongdoing and Liability and Reasons for Settlement.

8 Defendant has denied and continue to deny each and all of the claims and contentions alleged in
9 the Action. Defendant has repeatedly asserted, and continues to assert, defenses thereto, and has
10 expressly denied, and continues to deny, any wrongdoing or legal liability arising out of any of
11 the facts, conduct, and/or omissions alleged in the Action. Defendant has also denied, and
12 continues to deny, *inter alia*, the allegations that the Class Members have suffered damage.
13 Without limiting the foregoing, Defendant contends that the Class Members were properly and
14 timely paid all wages owed, including, but not limited to, all straight and overtime pay; were
15 provided timely and uninterrupted meal and rest periods as required under California law; were
16 properly and timely paid all wages upon separation of employment or otherwise when due; were
17 properly and timely provided accurate itemized wage statements as required under California law;
18 were properly reimbursed for any expenses required to incur; and that Defendant has not engaged
19 in any unlawful, unfair, or fraudulent business practices in violation of California law. However,
20 Defendant has concluded that any further defense of this litigation would be protracted and
21 expensive for all Parties. Substantial amounts of time, energy, and resources of Defendant has
22 been and, unless this Settlement is approved, will continue to be devoted to the defense of the
23 claims asserted by Plaintiffs and Class Members. Defendant has also taken into account the
24 uncertainty and risks inherent in any litigation, especially in complex cases such as this Action.
25 Based on the foregoing, Defendant has concluded that it is desirable and beneficial that the Action
26 be fully and finally settled in the manner and upon the terms and conditions set forth in this
27 Settlement. This will allow Defendant to dispose of burdensome and protracted litigation, permit
28 the operation of Defendant's business without further expensive litigation, and put an end to the

1 distraction and diversion of its personnel regarding matters at issue in the Action.

2 2.6. No Admissions. The Parties understand and agree that this Settlement is the result
3 of a good faith compromise of disputed claims and allegations, and Defendant is entering into this
4 Settlement solely to resolve disputed matters. No part of this Settlement or any conduct or written
5 or oral statements made in connection with this Settlement, whether or not the Settlement is finally
6 approved and/or consummated, is or may be offered as or construed to be an admission or
7 concession of any kind by any of the Parties. In particular, but without limiting the generality of
8 the foregoing, nothing about this Settlement shall be offered or construed as an admission that
9 Defendant violated any of its obligations under the California Labor Code, applicable Industrial
10 Welfare Commission Wage Orders, Business and Professions Code or Private Attorney General
11 Act, or of liability in general, or any wrongdoing, impropriety, responsibility, or fault whatsoever
12 on the part of Defendant and/or the Released Parties. In addition, this Settlement shall not be
13 offered or be admissible in evidence against any of the Parties or any of the Released Parties,
14 except in any action or proceeding brought by or against Plaintiffs, Class Members, or Defendant
15 to enforce the Settlement's terms, or by Defendant in defense of any claims brought by Plaintiffs
16 or Class Members. The provisions of this paragraph shall become effective when this Settlement
17 is signed by all Parties, and shall be binding on the Parties and their counsel regardless of whether
18 the Settlement is preliminarily and/or finally approved or terminated for any reason, or rendered
19 null and void.

20 2.7. Class Members' and PAGA Members' Claims. Plaintiffs claim that the Released
21 Class Claims and the Released PAGA Claims have merit and give rise to liability on the part of
22 Defendant. This Settlement is a compromise of disputed claims. Nothing contained in this
23 Settlement, and no documents referred to herein, nor any action taken to carry out this Settlement,
24 may be construed or used as an admission by or against the Plaintiffs, Class Members, PAGA
25 Members, or Class Counsel as to the merits or lack thereof of the claims asserted in the Action.

26 2.8. Defendant's Defenses. Defendant has denied and continues to deny each and all
27 of the allegations, claims, and contentions of wrongdoing alleged by Plaintiffs in the Action.
28 Defendant has expressly denied and continues to deny all charges of wrongdoing or liability

1 against it arising out of any of the conduct, statements, acts, or omissions alleged in the Action.
2 Defendant contends that it complied in good faith with California and federal wage-and-hour laws
3 and have dealt legally and fairly with Plaintiffs, Class Members and PAGA Members. Defendant
4 further denies that, for any purpose other than settling this Action, these claims are appropriate
5 for class or representative treatment.

6 **3. TERMS OF SETTLEMENT**

7 The Parties agree as follows:

8 3.1. Binding Settlement. This Settlement shall bind the Parties and all Settlement Class
9 Members and PAGA Members, subject to the terms and conditions set forth in the Settlement and
10 the Court's approval.

11 3.2. Release As To All Settlement Class Members, PAGA Members, and Plaintiffs.

12 3.2.1. Release As To All Settlement Class Members. As of the Effective Date, all
13 Settlement Class Members, including Plaintiff Becerra, will be deemed to have fully, finally and
14 forever released, settled, compromised, relinquished, and discharged the Released Parties from
15 the Released Class Claims during the Class Period. This release shall be binding on all Settlement
16 Class Members, including each of their respective attorneys, agents, executors, representatives,
17 guardians ad litem, heirs, successors, and assigns, and shall inure to the benefit of the Released
18 Parties, who shall have no further or other liability or obligation to any Settlement Class Member
19 with respect to the Released Class Claims, except as expressly provided herein.

20 3.2.2. Release As To All PAGA Members. As of the Effective Date, all PAGA
21 Members, regardless of whether they submit timely and valid Requests for Exclusion from the
22 Settlement, will release all Released PAGA Claims, as well as claims that could have been
23 premised on the claims, causes of action or legal theories alleged in the Action, during the PAGA
24 Class Period. Plaintiffs on behalf of the State of California and the LWDA will also release all
25 Released PAGA Claims.
26

27 3.2.3. Release As To Plaintiff Becerra. As of the Effective Date, Plaintiff Becerra
28 will be deemed to have fully, finally and forever released, settled, compromised, relinquished,

1 and discharged any and all of Plaintiff Becerra's General Released Claims against the Released
2 Parties. With respect to the Plaintiff Becerra's General Released Claims only, Plaintiff Becerra
3 shall be deemed to have, and by operation of the Final Judgment shall have, in light of the Class
4 Representative Service Award, expressly waived and relinquished, to the fullest extent permitted
5 by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, which
6 section provides:

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

10 Plaintiff Becerra may hereafter discover facts in addition to or different from those he now
11 knows or believes to be true with respect to the subject matter of Plaintiff Becerra's General
12 Released Claims, but upon the Effective Date, shall be deemed to have, and by operation of the
13 Final Judgment shall have, fully, finally, and forever settled and released any and all of Plaintiff
14 Becerra's General Released Claims, whether known or unknown, suspected or unsuspected,
15 contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of
16 law or equity now existing or coming into existence in the future. Plaintiff Becerra agrees not to
17 sue or otherwise make a claim against any of the Released Parties for Plaintiff Becerra's General
18 Released Claims.

19 3.3. Tax Liability. The Parties understand and agree that the Parties are not providing
20 tax or legal advice. Defendant shall be responsible for any Employer Taxes due as a result of the
21 Settlement. These payments shall be separate and shall not be made from the Gross Settlement
22 Amount or the Net Settlement Amount. Settlement Class Members shall remain responsible for
23 any Employee Taxes due as a result of the Settlement. Settlement Class Members will assume
24 any employee tax obligations or consequences that may arise from this Settlement and should
25 consult with a tax expert if they have questions. However, Individual Settlement Payments will
26 be allocated as follows: one third as wages (for which an IRS Form W-2 will be issued) and two-
27 thirds as interest and penalties (for which an IRS Form 1099 will be issued). Any required payroll
28 deductions will be based on this apportionment. The Parties agree that, in the event that any taxing

body determines that additional employee taxes are due from any Settlement Class Member, such Settlement Class Member assumes all responsibility for the payment of such taxes.

3.4. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision of this Settlement, and no written communication or disclosure between or among the Parties, Class Counsel or Defendant's Counsel and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed, or be relied upon, as tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging Party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement, (b) has not entered into this Settlement based upon the recommendation of any other Party 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 Settlement.

3.5. Settlement Approval and Implementation Procedures. As part of this Settlement, the Parties agree to the following procedures for obtaining the Court's preliminary approval of the Settlement: conditionally certifying the Settlement Class, notifying Settlement Class Members of the Settlement and distributing the PAGA Payment, obtaining the Court's final approval of the Settlement, and processing the Individual Settlement Payments, as set forth below.

3.5.1. Preliminary Approval and Certification. As soon as practicable after execution of this Settlement, pending the Court's availability, Plaintiff Becerra will submit this Settlement to the Court for preliminary approval of the Settlement, in accordance with California Rules of Court, Rule 3.769(c). Such submission will include this Settlement, the proposed Notice Packet, the proposed Preliminary Approval Order, and any memoranda and evidence as may be necessary for the Court to determine that this Settlement is fair, adequate, and reasonable. The

1 Parties agree to request the Court to enter an order conditionally certifying the Settlement Class
2 after the preliminary approval hearing, in accordance with California Rules of Court, Rule
3 3.769(d).

4 3.5.2. Class Information. No more than twenty-one (21) calendar days after the
5 entry of the Preliminary Approval Order by the Court, Defendant shall provide the Settlement
6 Administrator with the Class Information for purposes of mailing Notice Packets to Class
7 Members. Defendant shall also provide the Settlement Administrator a separate list of PAGA
8 Members and dates of PAGA Members' employment with Defendant.

9 3.5.3. Notice by First Class U.S. Mail. Upon receipt of the Class Information,
10 the Settlement Administrator will perform a search on the National Change of Address database
11 to update the Class Members' addresses. No more than ten (10) calendar days after receiving the
12 Class Information from Defendant, as provided herein, the Settlement Administrator shall mail
13 copies of the Notice Packet to all Settlement Class Members by regular First-Class U.S. Mail.
14 The Settlement Administrator shall exercise its best judgment to determine the current mailing
15 address for each Class Member. The address identified by the Settlement Administrator as the
16 current mailing address shall be presumed to be the best mailing address for each Class Member.
17 It will be conclusively presumed that if an envelope so mailed has not been returned within twenty
18 (20) days of the mailing that the Class Member received the Notice Packet.

19 3.5.4. Undeliverable Notices. Any Notice Packets returned to the Settlement
20 Administrator as undeliverable on or before the Response Deadline shall be re-mailed to the
21 forwarding address affixed thereto or as described in paragraph 3.5.5 of this Settlement.

22 3.5.5. For each Class Member whose Notice Packet is returned, and a forwarding
23 address is not affixed thereto, there will be one skip trace by the Settlement Administrator. If an
24 updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet
25 to the Class Member at the updated mailing address so identified. One supplemental Notice
26 Packet shall be mailed to each Class Member whose original Notice Packet is returned as
27 undeliverable to the Settlement Administrator, if a forwarding or updated address can be
28 identified. Such re-mailing shall be made within five (5) business days of the Settlement

1 Administrator receiving notice that the respective Notice Packet was undeliverable. Any requests
2 to Defendant's Counsel by the Settlement Administrator for documents or information from
3 Defendant must be responded to within a reasonable amount of time by Defendant's Counsel. It
4 is the intent of the Parties that reasonable means be used to locate the Class Members and apprise
5 them of their rights.

6 3.5.6. Class Members to whom Notice Packets are resent after having been
7 returned undeliverable to the Settlement Administrator shall have fourteen (14) calendar days
8 thereafter, or until the Response Deadline has expired, whichever is later, to mail the Request for
9 Exclusion or a Notice of Objection. Notice Packets that are resent shall inform the recipient of
10 this adjusted deadline. The date of the postmark on the return envelope shall be the exclusive
11 means used to determine whether a Class Member has returned his or her Request for Exclusion
12 on or before the adjusted deadline. It will be conclusively presumed that if an envelope so mailed
13 has not been returned within thirty (30) days of the mailing, that the Class Member received the
14 Notice Packet. If a Class Member's Notice Packet is returned to the Settlement Administrator
15 more than once as undeliverable, then an additional Notice Packet shall not be re-mailed.

16 3.5.7. Compliance with the procedures specified in paragraphs 3.5.3 through
17 3.5.6 of this Settlement shall constitute due and sufficient notice to Class Members of this
18 Settlement and shall satisfy the requirement of due process. Nothing else shall be required of, or
19 done by, the Parties, Class Counsel, and Defendant's Counsel to provide notice of the proposed
20 Settlement.

21 3.6. Disputes. Class Members will have the opportunity during the 60-day response
22 period, should they disagree with Defendant's records regarding their weeks worked during the
23 Class Period, to provide a completed Class Workweek Dispute Form (attached hereto as **Exhibit**
24 **B**), documentation and/or an explanation to show contrary weeks worked. If there is a dispute,
25 the Settlement Administrator will consult with the Parties to determine whether an adjustment is
26 warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of,
27 any Individual Settlement Payments under the terms of this Settlement. The Settlement
28 Administrator's determination of the eligibility for and amount of any Individual Settlement

1 Payment shall be binding upon the Class Member and the Parties.

2 3.7. Exclusions (Opt-Outs). The Notice Packet shall state that Class Members who
3 wish to exclude themselves from the Settlement must submit a Request for Exclusion Form
4 (attached hereto as **Exhibit C**) by the Response Deadline. A Class Member may submit a Request
5 To Be Excluded From Settlement form or a writing that contains: (1) the name, address, and the
6 last four digits of the Social Security number and/or the entire Employee ID number of the Class
7 Member requesting exclusion; (2) a clear statement requesting to be excluded from the Class
8 Settlement; (3) must be signed by the Class Member; and (4) must be postmarked by the Response
9 Deadline and returned to the Settlement Administrator at the specified address. If the Request for
10 Exclusion does not contain the information listed in (1)-(3), it will not be deemed a valid Request
11 for Exclusion from this Settlement. The date of the postmark on the return mailing envelope shall
12 be the exclusive means used to determine whether a Request for Exclusion has been timely
13 submitted. Any Class Member who requests to be excluded from the Settlement in accordance
14 with the provisions of this paragraph will not be entitled to any recovery under the Settlement and
15 will not be bound by the terms of the Settlement. Class Members who receive a Notice Packet
16 but fail to submit a valid and timely Request for Exclusion on or before the Response Deadline,
17 which is sixty (60) days from the date of the mailing of the Notice Packet, shall be bound by all
18 terms of the Settlement and any Final Judgment entered in this Action if the Settlement is
19 approved by the Court. Any Class Member who does not request exclusion as set forth above is
20 deemed to have released all claims, including Released Class Claims against Released Parties, as
21 set forth herein and therefore by operation will be deemed a Settlement Class Member. At no
22 time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of
23 the Class to submit Requests for Exclusion from the Settlement. Class Counsel shall not represent
24 any Class Member with respect to any such Request for Exclusion. Class Members who submit
25 a valid Request for Exclusion may not also submit a Notice of Objection. PAGA Members cannot
26 opt out or submit a Request for Exclusion for the PAGA claims.

27 3.8. Objections. The Notice Packet shall state that Class Members who wish to object
28 to the Settlement shall submit a written statement of objection ("Notice of Objection") by the

1 Response Deadline, which is sixty (60) days from the date of the mailing of the Notice Packet, to
2 the Settlement Administrator. The Notice of Objection must be signed by the Class Member and
3 state: (1) the full name of the Class Member; (2) the dates of employment of the Class Member;
4 (3) the last four digits of the Class Member's Social Security number and/or the entire Employee
5 ID number; (4) the basis for the objection; and, (5) whether the Class Member intends to appear
6 at the Final Approval Hearing. The Notice of Objection must be postmarked by the Response
7 Deadline and returned to the Settlement Administrator at the specified address. Within five (5)
8 days of receiving a Notice of Objection from a Settlement Class Member, the Settlement
9 Administrator shall forward the Notice of Objection to Class Counsel and Defendant's Counsel.
10 The Parties shall thereafter lodge the Class Member's Notice of Objection with the Court. Class
11 Members, regardless of whether or not they submit a timely Notice of Objection, will have a right
12 to appear at the Final Approval Hearing, with or without an attorney, and have their objections
13 heard by the Court. At no time shall any of the Parties or their counsel seek to solicit or otherwise
14 encourage Class Members to file or serve written objections to the Settlement or to appeal from
15 the Final Judgment. Class Counsel shall not represent any Class Member with respect to any such
16 objection.

17 3.9. Plaintiff Becerra's Participation. By executing this Settlement, Plaintiff Becerra
18 hereby stipulates he will not object to or exclude himself from the Settlement in any way.

19 3.10. No Solicitation of Settlement Objections or Exclusions. The Parties and their
20 counsel agree to use their best efforts to carry out the terms of this Settlement. At no time shall
21 any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit
22 Notices of Objection to the Settlement or Requests for Exclusion from the Settlement, or to appeal
23 from the Court's Final Judgment.

24 3.11. Funding of the Gross Settlement Amount. This is a non-reversionary Settlement
25 in which Defendant is required to pay the entire Gross Settlement Amount. No portion of the
26 Gross Settlement Amount will revert to Defendant. Defendant is separately and solely
27 responsible for any employer payroll taxes owed as a result of the Settlement. Defendant shall
28 fund the Gross Settlement Amount By no later than twenty-one (21) calendar days after the Final

1 Approval Date. No release in this Settlement shall be effective until the Gross Settlement Amount
2 is fully funded.

3 3.11.1. No more than five (5) business days after Defendant makes the of the Gross
4 Settlement Amount payment, the Settlement Administrator shall provide the Parties with an
5 accounting of all anticipated payments from the Gross Settlement Amount. The Net Settlement
6 Amount shall be calculated by deducting from the Gross Settlement Amount the anticipated
7 payments for (1) Class Representative Service Award, as specified in this Settlement and
8 approved by the Court; (2) Class Counsel Fees, as specified in this Settlement and approved by
9 the Court; (3) Class Counsel Costs, as specified in this Settlement and approved by the Court;
10 (4) Settlement Administration Costs, as specified in this Settlement and approved by the Court;
11 and (5) the LWDA PAGA Allocation, as specified in this Settlement and approved by the Court.
12 The Net Settlement Amount shall be distributed in Individual Settlement Payments in accordance
13 with Paragraphs 3.12, 3.12.1 and 3.13.

14 3.12. Individual Settlement Payments. Each Settlement Class Member shall be eligible
15 to receive an Individual Settlement Payment, which is a share of the Net Settlement Amount,
16 based on the number of weeks worked by the Settlement Class Member for Defendant during the
17 Class Period, as a proportion of all weeks worked by all Class Members for Defendant during the
18 Class Period. Individual Settlement Payments shall be paid by check pursuant to the formula set
19 forth in Paragraph 3.12.1 and 3.13 below. Individual Settlement Payments shall be mailed by
20 regular First-Class U.S. Mail to Settlement Class Members' last known mailing address no later
21 than fifteen (15) calendar days after Defendant makes the payment of the Gross Settlement
22 Amount. Individual Settlement Payments shall specifically indicate that they are void if not
23 negotiated within one hundred eighty (180) days of their issuance. Individual Settlement
24 Payments reflect settlement of a dispute regarding wages, interest, and penalties. Individual
25 Settlement Payments will be allocated as follows: one-third as wages; and two-thirds as interest
26 and penalties. The "wage" portion of each Individual Settlement Payment will be reduced by any
27 Employee Taxes. The Settlement Administrator shall issue the appropriate tax documents
28 associated with the Individual Settlement Payments, including an IRS Form W-2 for the amounts

1 allocated as “wages” and an IRS Form 1099 for the amounts allocated as “interest” or “penalties.”

2 3.12.1. Individual Settlement Payment Formula. After deducting the Class Counsel Fees
3 and Class Counsel Costs, the LWDA PAGA Allocation, Class Representative Service Award,
4 and Settlement Administration Costs, the remaining funds (the “Net Settlement Amount”), shall
5 be distributed as follows: The Settlement Administrator shall divide the Net Settlement Amount
6 by the total number of workweeks Class Members worked for Defendant during the Class Period
7 in order to determine the amount each Settlement Class Member is entitled to for each workweek
8 he or she worked for Defendant (the “Weekly Amount”) during the Class Period. The Settlement
9 Administrator shall multiply the Weekly Amount by the estimated total number of workweeks
10 that each Settlement Class Member worked for Defendant during the Class Period. The product
11 of each calculation represents the gross Individual Settlement Payment for the respective
12 Settlement Class Member. The Settlement Administrator shall then deduct Employee Taxes
13 attributable to wages to arrive at the net Individual Settlement Payment for each respective Class
14 Member. Within twenty-one (21) calendar days after Preliminary Approval, Defendant shall
15 provide the Settlement Administrator with any information reasonably necessary to perform the
16 calculation of number of workweeks for each Class Member, and any other reasonably required
17 information the Settlement Administrator requests to perform the calculations required under
18 this Settlement. Defendant shall have no responsibility for deciding the validity of any
19 Individual Settlement Payment or any other payments made pursuant to this Settlement, shall
20 have no involvement in or responsibility for the determination or payment of Employee Taxes,
21 and shall have no liability for any errors made with respect to such Employee Taxes.

22 3.13. PAGA Allocation & Related Release. Out of the Maximum Settlement Amount
23 that is ultimately preliminarily approved, Defendant shall pay a total of Fifty Thousand Dollars
24 and Zero Cents (\$50,000.00) to resolve the PAGA Claims (as defined below) of the Settlement
25 Class (the “PAGA Payment”). Of this amount, 75% will be paid to the LWDA and 25% (i.e.
26 \$12,500.00) will be distributed on a pro rata per pay period basis to the PAGA Members who
27 worked at any time from January 1, 2021 through October 2, 2023. Each PAGA Member’s
28 Individual PAGA Payment will be calculated based on the total number of pay periods he or she

1 worked during the PAGA Class Period. To establish the pay period value, the Settlement
2 Administrator will first determine the total number of pay periods worked by PAGA Members
3 during the PAGA Class Period. 25% of the PAGA Settlement Fund will then be divided by the
4 total number of pay periods worked by PAGA Members during the Settlement Period to
5 determine the pay period value. The PAGA Member Allocation represents the portion of civil
6 penalties awarded directly under PAGA, and shall be allocated as 100% penalties. The Settlement
7 Administrator will report the PAGA Payments on IRS 1099 Forms. PAGA Members will not be
8 required to submit a claim form in order to be issued a check for their share of the PAGA Payment.
9 The PAGA Members will not have the opportunity to opt out of, or object to, the PAGA Payment
10 and release of the PAGA Claims. Upon receipt of the PAGA Payment, PAGA Members shall be
11 deemed to have released the PAGA claims as to civil and statutory penalties, and any other
12 interest, liquidated damages, attorney's fees and costs related to PAGA.

13 3.13.1. Settlement Class Members are not eligible to receive any compensation
14 other than the Individual Settlement Payment (and PAGA Payment for PAGA Members), and
15 they may only receive an Individual Settlement Payment if they do not submit a valid and timely
16 Request for Exclusion to opt out of the Settlement. PAGA Members will receive their portion
17 of the PAGA Payment regardless of whether they submit a valid and timely Request for
18 Exclusion to opt out of the Settlement. Plaintiff Becerra, however, is also eligible to receive a
19 Class Representative Service Award.

20 3.13.2. No benefit, including but not limited to pension benefits, shall increase or
21 accrue as a result of any payment made pursuant to this Settlement.

22 3.13.3. If an Individual Settlement Payment is returned to the Settlement
23 Administrator as undeliverable and does not have a forwarding address, the Settlement
24 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace
25 search. If the returned Individual Settlement Payment has a forwarding address, or another
26 address is identified, the Settlement Administrator shall mail the Individual Settlement Payment
27 to the forwarding, or newly-identified, address. If an Individual Settlement Payment is returned
28 to the Settlement Administrator a second time as undeliverable, the Settlement Administrator

1 shall not attempt any further re-mailing of that Individual Settlement Payment, but shall hold
2 such Individual Settlement Payment until it becomes void. Any settlement checks that remain
3 uncashed one hundred eighty (180) calendar days after issuance shall be void (“Voided
4 Checks”).

5 3.13.4. Any settlement checks that are not cashed within one hundred eighty (180)
6 days after mailing shall thereafter be paid to the California State Controller in the name of the
7 Class Member who did not cash his or her check.

8 3.14. Class Representative Service Award. Defendant agrees not to oppose or object to
9 any application or motion by Plaintiff Becerra for a Class Representative Service Award, not to
10 exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) for Plaintiff Becerra, as consideration
11 for Plaintiff Becerra’s time and effort in bringing and prosecuting this matter. The Class
12 Representative Service Award shall be paid to Plaintiff Becerra from the Gross Settlement
13 Amount no later than fifteen (15) calendar days after Defendant funds the Gross Settlement
14 Amount. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for his
15 Class Representative Service Award. Plaintiff shall be solely and legally responsible for payment
16 of all applicable taxes on his Class Representative Service Award and shall hold Defendant
17 harmless from any claim or liability for taxes, penalties, or interest arising as a result of his Class
18 Representative Service Award. The Class Representative Service Award shall be in addition to
19 Plaintiff Becerra’s Individual Settlement Payment as a Settlement Class Member. In the event
20 that the Court awards lesser amounts than the Class Representative Service Award requested,
21 then any portion of the requested amount not awarded to Plaintiff Becerra shall be added to the
22 Net Settlement Amount. Plaintiff Becerra shall not have the right to revoke this agreement to the
23 Settlement on the grounds the Court did not approve any or all of his request for a Class
24 Representative Service Award; it shall remain binding. Any adjustments made by the Court to
25 the requested Class Representative Service Award shall not be deemed a material modification
26 of this Agreement.

27 3.15. Class Counsel Fees and Costs. Defendant agrees not to oppose or object to any
28 application or motion by Class Counsel for Class Counsel Fees in the amount of one-third of the

1 Gross Settlement Amount or Two Hundred Thousand Six Hundred and Sixty-Six Dollars and
2 Sixty Seven Cents (\$236,666.67) and Class Counsel Costs not to exceed Fifteen Thousand Dollars
3 and Zero Cents (\$15,000.00) from the Gross Settlement Amount. The Class Counsel Fees and
4 Class Counsel Costs shall be paid no later than fifteen (15) calendar days after the Defendant
5 funds the Gross Settlement Amount. Class Counsel shall be solely and legally responsible to pay
6 all applicable taxes on the payments made pursuant to this paragraph. The Settlement
7 Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made
8 pursuant to this paragraph. This Settlement is not contingent upon the Court awarding Class
9 Counsel any particular amount in attorneys' fees and costs. Any amount requested by Class
10 Counsel for the Class Counsel Fees and Class Counsel Costs and not granted by the Court shall
11 become part of the Net Settlement Amount.

12 3.16. PAGA Allocation. Subject to Court approval, the Parties shall allocate a total of
13 Fifty Thousand Dollars and Zero Cents (\$50,000.00) from the Gross Settlement Amount for the
14 compromise of claims brought under the Labor Code Private Attorney's General Act of 2004 (the
15 "PAGA Allocation").

16 3.17. LWDA PAGA Allocation. The LWDA PAGA Allocation shall be Thirty-Seven
17 Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), representing 75% of the PAGA
18 Allocation, and shall be paid to California's Labor Workforce Development Agency ("LWDA")
19 from the Gross Settlement Amount by the Settlement Administrator no later than fifteen (15)
20 calendar days after Defendant funds the Gross Settlement Amount. The remaining Twelve
21 Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), representing 25% of the PAGA
22 Allocation, shall be distributed to PAGA Members.

23 3.18. Defendant's Option to Terminate Settlement. If, after the Response Deadline and
24 before the Final Approval Hearing, ten percent (10%) or more of the number of Settlement Class
25 Members submit timely and valid Requests for Exclusion from the Settlement, Defendant shall
26 have, in its sole discretion, the option to terminate this Settlement. Defendant shall exercise its
27 option to terminate, if they wish, prior to the Final Approval Hearing, provided the Settlement
28 Administrator has provided Defendant the number and percentage of valid and timely Requests

1 for Exclusion no later than fourteen (14) calendar days prior to the Final Approval Hearing. If
2 Defendant decides to void the Settlement, then the Settlement and conditional class certification
3 shall be considered void, and neither the Settlement, conditional class certification, nor any of the
4 related negotiations or proceedings, shall be of any force or effect, and the Parties shall stand in
5 the same position, without prejudice, as if this Settlement had been neither entered into nor filed
6 with the Court. Should Defendant void the Settlement under this paragraph, Defendant shall be
7 responsible for all Settlement Administration Costs incurred by the Settlement Administrator
8 through the date that Defendant notifies the Settlement Administrator that they are exercising the
9 option to terminate the Settlement.

10 3.19. Settlement Administration Costs. The Settlement Administrator shall be paid for
11 the costs of administration of the Settlement from the Gross Settlement Amount. Such costs of
12 administration are not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00), unless the
13 court approves a higher amount. No fewer than twenty (20) days prior to the Final Approval
14 Hearing, the Settlement Administrator shall provide the Parties with a statement detailing the
15 costs of administration. The Settlement Administrator, on Defendant's behalf, shall have the
16 authority and obligation to make payments, credits and disbursements, including payments and
17 credits in the manner set forth in this Settlement, to Settlement Class Members, calculated in
18 accordance with the methodology set out in this Settlement and orders of the Court. The Parties
19 agree to cooperate in the administration of the Settlement and to make all reasonable efforts to
20 control and minimize the costs and expenses incurred in administration of the Settlement. The
21 Parties each represent they do not have any financial interest in the Settlement Administrator or
22 otherwise have a relationship with the Settlement Administrator that could create a conflict of
23 interest. The Settlement Administrator shall be responsible for: processing and mailing all
24 payments described in the Settlement to the Plaintiff, Class Counsel, Settlement Class Members
25 and Verified Settlement Class Members, the LWDA, tax authorities; printing and mailing the
26 Notice Packets to the Settlement Class Members as called for in this Settlement and ordered by
27 the Court; receiving and reporting Notice of Objections and Requests for Exclusion submitted by
28 Class Members; providing declaration(s) as necessary in support of preliminary and/or final

1 approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the
2 Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely
3 apprised of the performance of all Settlement Administrator responsibilities. Any legally
4 mandated tax reports, tax forms, tax filings, or other tax documents required by administration of
5 this Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in
6 connection with such preparation shall be Settlement Administration Costs. The Settlement
7 Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar
8 days after the Defendant funds the Gross Settlement Amount.

9 3.20. Final Approval Hearing. At a reasonable time following the Response Deadline,
10 the Court shall hold the Final Approval Hearing, where objections, if any, may be heard, and the
11 Court shall determine amounts properly payable for (i) the Class Counsel Fees, (ii) the Class
12 Counsel Costs, (iii) the Class Representative Service Award, (iv) the LWDA PAGA Allocation;
13 and (v) the Settlement Administration Costs.

14 3.21. Entry of Final Judgment. If the Court approves this Settlement at the Final
15 Approval Hearing, the Parties shall request that the Court enter the Final Judgment after the Gross
16 Settlement Amount has been fully funded, with the Court retaining jurisdiction over the Parties
17 to enforce the terms of the judgment. If the Court grants Final Approval to the Settlement, notice
18 of Final Approval shall be posted on the Settlement Administrator's website, at
19 www.phoenixclassaction.com.

20 3.22. No Effect on Employee Benefits. Amounts paid to Plaintiff Becerra or other
21 Settlement Class Members pursuant to this Settlement will not count as earnings or compensation
22 for purposes of any benefits (e.g., pensions or retirement plans) sponsored by Defendant. It is
23 expressly understood and agreed that the receipt of Individual Settlement Payments and/or PAGA
24 Payments shall not entitle any Settlement Class Member to additional compensation or benefits
25 under any collective bargaining agreement or under any bonus, contest, or other compensation or
26 benefit plan or agreement in place during the period covered by the Settlement, nor shall it entitle
27 any Settlement Class Member to any increased pension and/or retirement, or other deferred
28 compensation benefits. It is the intent of the Parties that payments from Net Settlement Amount

1 provided for in this Settlement are the sole payments to be made by Defendant to Settlement Class
2 Members in connection with this Settlement, with the sole exception of Plaintiff Becerra's Class
3 Representative Service Award, and that the Settlement Class Members are not entitled to any new
4 or additional compensation or benefits as a result of having received funds from the Net
5 Settlement Amount. Furthermore, the receipt of Individual Settlement Payments by Settlement
6 Class Members shall not, and does not, by itself establish any general, special, or joint
7 employment relationship between and among the Settlement Class Member(s) and Defendant.

8 3.23. Nullification of Settlement. In the event: (i) the Court does not enter the
9 Preliminary Approval Order as specified herein; (ii) the Court does not grant final approval of the
10 Settlement as provided herein; (iii) the Court does not enter a Final Judgment as provided herein;
11 or (iv) the Settlement does not become final for any other reason, this Settlement shall be null and
12 void and any order or judgment entered by the Court in furtherance of this Settlement shall be
13 treated as void from the beginning. In such a case, the Parties and any funds to be awarded under
14 this Settlement shall be returned to their respective statuses as of the date and time immediately
15 prior to the execution of this Settlement, and the Parties shall proceed in all respects as if this
16 Settlement had not been executed. In the event an appeal is filed from the Court's Final Judgment,
17 or any other appellate review is sought, administration of the Settlement shall be stayed pending
18 final resolution of the appeal or other appellate review.

19 3.24. No Admission by the Parties. Defendant denies any and all claims alleged in this
20 Action and denies all wrongdoing whatsoever. This Settlement is not a concession or admission,
21 and shall not be used against Defendant as an admission or indication, with respect to any claim,
22 of any fault, concession, or omission by Defendant. Neither this Settlement, nor any of its terms
23 and conditions, nor any of the negotiations connected with it, is a concession or admission, and
24 none shall be used against Defendant as an admission or indication with respect to any claim of
25 any fault, concession, or omission by Defendant, or that class certification is proper under the
26 standard applied to contested certification motions. The Parties stipulate and agree to the
27 certification of the Settlement for settlement purposes only. The Parties further agree that this
28 Settlement will not be admissible in this or any other proceeding as evidence that either: (i) a class

1 action should be certified or (ii) Defendant is liable to Plaintiffs or any Class Member, other than
2 according to the terms of this Settlement.

3 3.25. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning
4 the interpretation, calculation or payment of settlement claims, or other disputes regarding
5 compliance with this Settlement shall be resolved as follows:

6 3.25.1. If Plaintiffs or Class Counsel, on behalf of Plaintiffs or any Settlement
7 Class Members, or Defendant at any time believe that the other Party or Parties have breached or
8 acted contrary to the Settlement, that Party shall notify the other Party or Parties in writing of the
9 alleged violation.

10 3.25.2. Upon receiving notice of the alleged violation or dispute, the responding
11 Party shall have ten (10) days to correct the alleged violation and/or respond to the initiating Party
12 with the reasons why the Party disputes all or part of the allegation.

13 3.25.3. If the response does not address the alleged violation to the initiating
14 Party's satisfaction, the Parties shall negotiate in good faith for up to ten (10) days to resolve their
15 differences.

16 3.25.4. Prior to the Court's involvement pursuant to paragraph 3.35, if the Parties
17 still cannot resolve a dispute, the Parties shall utilize the services of the Hon. Carl West (Ret.)
18 (Mediator) in a good-faith attempt to mediate and resolve the dispute.

19 3.25.5. If the Parties are unable to resolve their differences after twenty (20) days,
20 either Party may file an appropriate motion for enforcement with the Court.

21 3.26. Exhibits and Headings. The terms of this Settlement include the terms set forth in
22 Exhibits A, B and C, which are attached to this Settlement and incorporated by this reference as
23 though fully set forth in this paragraph. Any Exhibits to this Settlement are an integral part of the
24 Settlement. The descriptive headings of any paragraphs or sections of this Settlement are inserted
25 for convenience of reference only and do not constitute a part of this Settlement.

26 3.27. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
27 Action and thereafter implement and complete the Settlement.

28 3.28. Amendment or Modification. This Settlement may be amended or modified only

1 by a written instrument signed by all the Parties and counsel for all Parties or their successors-in-
2 interest.

3 3.29. Entire Settlement. This Settlement and any attached Exhibits constitute the entire
4 agreement among these Parties, and no oral or written representations, warranties, or inducements
5 have been made to any Party concerning this Settlement or its exhibits, other than the
6 representations, warranties, and covenants contained and memorialized in the Settlement and its
7 exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding
8 on the Parties.

9 3.30. Authorization to Enter into Settlement. Counsel for all Parties warrant and
10 represent they are expressly authorized by the Parties whom they represent to negotiate this
11 Settlement and to take all appropriate actions required or permitted to be taken by such Parties
12 pursuant to this Settlement to effectuate its terms, and to execute any other documents required
13 to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each
14 other and use their best efforts to affect the implementation of the Settlement. In the event the
15 Parties are unable to reach agreement on the form or content of any document needed to
16 implement the Settlement, or on any supplemental provisions that may become necessary to
17 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
18 such disagreement. The person signing this Settlement on behalf of Defendant represents and
19 warrants that he or she is authorized to sign this Settlement on behalf of Defendant. Plaintiffs
20 Becerra and Martinez represent and warrant they are authorized to sign this Settlement and that
21 they have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

22 3.31. No Prior Assignments. The Parties and their counsel represent, covenant, and
23 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
24 to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
25 action, cause of action or right herein released and discharged.

26 3.32. California Law Governs. All terms of this Settlement and the exhibits hereto shall
27 be governed by and interpreted according to the laws of the State of California.

28 3.33. This Settlement is Fair, Adequate and Reasonable. The Parties believe this

1 Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
2 Settlement after extensive arms-length negotiations, taking into account all relevant factors,
3 present and potential.

4 3.34. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h),
5 the Parties agree that the Court shall retain jurisdiction with respect to the interpretation,
6 implementation, and enforcement of the terms of this Settlement and all orders and judgments
7 entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction
8 of the Court for purposes of interpreting, implementing, and enforcing this Settlement and all
9 orders and judgments entered in connection therewith.

10 3.35. Invalidity of Any Provision. Before declaring any provision of this Settlement
11 invalid, the Court shall first attempt to construe the provision to be valid to the fullest extent
12 possible, consistent with applicable precedents.

13 3.36. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
14 conditional class certification for purposes of this Settlement only.

15 3.37. Cooperation. The Parties agree to cooperate fully with one another to accomplish
16 and implement the terms of this Settlement. Such cooperation shall include, but not be limited
17 to, execution of such other documents and the taking of such other action as may be reasonably
18 necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall use their best
19 efforts, including all efforts contemplated by this Settlement and any other efforts that may
20 become necessary by Court order, or otherwise, to effectuate this Settlement and its terms.

21 3.38. Publicity. Plaintiffs Becerra and Martinez agree not to disclose or publicize the
22 Settlement Agreement contemplated herein, the facts of the Settlement Agreement, its terms or
23 contents, or the negotiations underlying the Settlement Agreement, in any manner or form,
24 directly or indirectly, to any person or entity, except to Settlement Class members and as shall be
25 contractually required to effectuate the terms of the Settlement Agreement as set forth herein.
26 However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel
27 in other actions, Class Counsel may disclose the names of the Parties in this Action, the
28 venue/case number of this Action, and a general description of the Action, to a court in a

1 declaration by Class Counsel. Class Counsel may also include a general description of the
2 Settlement on their respective websites, but may not include the name(s) of any of the Parties,
3 including the Defendant, or any of the Released Parties, or the case name or case number of the
4 Action.

5 3.39. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
6 and conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly
7 against one party than another merely by virtue of the fact that it may have been prepared by
8 counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations
9 between the Parties, all Parties have contributed to the preparation of this Settlement.

10 3.40. Representation by Counsel. The Parties acknowledge that they have been
11 represented by counsel throughout all negotiations that preceded the execution of this Settlement,
12 and that this Settlement has been executed with the consent and advice of counsel, and reviewed
13 in full. Further, Plaintiffs Becerra, Martinez, and Class Counsel warrant and represent that there
14 are no liens on the Settlement.

15 3.41. All Terms Subject to Final Court Approval. All amounts and procedures described
16 in this Stipulation are subject to final Court approval.

17 3.42. Notices. Unless otherwise specifically provided, all notices, demands or other
18 communications in connection with this Settlement shall be: (1) in writing; (2) deemed given on
19 the third business day after mailing; and (3) sent via United States registered or certified mail,
20 return receipt requested, addressed as follows:

21 **To Plaintiffs:**

22 Kevin Mahoney, Esq.
23 Bekeh Alemzadeh, Esq.
24 MAHONEY LAW GROUP
25 249 East Ocean Boulevard, Suite 814
26 Long Beach, CA 90802
Telephone: (562) 590-5550
Facsimile: (562) 590-8400

To Defendant:

Nina Huerta, Esq.
Jonevin K. Sabado, Esq.
LOCKE LORD LLP
300 South Grand Avenue, Suite 2600
Los Angeles, CA 90071
Tel.: (213) 485-1500
Fax: (213) 485-1200

1 3.43. Execution by Settlement Class Members. It is agreed that it is impossible or
2 impractical to have each Settlement Class Member execute this Settlement. The Notice of
3 Settlement will advise all Settlement Class Members of the binding nature of the release and such
4 shall have the same force and effect as if each Settlement Class Member executed this Settlement.

5 3.44. Execution by Plaintiffs and Defendant. Plaintiffs and Defendant, by signing this
6 Settlement, are bound by the terms herein.

7 3.45. Binding Agreement. The Parties warrant that they understand and have full
8 authority to enter into this Settlement, and further intend that this Settlement will be fully
9 enforceable and binding on all Parties, and agree that it will be admissible and subject to
10 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
11 provisions that otherwise might apply under federal or state law.

12 3.46. Counterparts. This Settlement shall become effective upon its execution by all
13 of the undersigned. Plaintiffs and Defendant may execute this Settlement in counterparts, and
14 execution of counterparts shall have the same force and effect as if each had signed the same
15 instrument. Copies of the executed Settlement shall be effective for all purposes as though the
16 signatures contained therein were original signatures.

17 3.47. The Parties, Class Counsel and Defendant's Counsel represent that they are not
18 aware of any other pending matter or action asserting claims that will be extinguished or
19 affected by the Settlement.
20

21
22 Dated: _____, 2024

On behalf of Cal Fresco/Legacy Farms
Employment Services, Inc. f/k/a "Legacy Farms
Employment Services, Inc."

23
24
25 _____
26 Printed: _____

27 Title: _____
28

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16 signatures contained therein were original signatures.

17 3.47. The Parties, Class Counsel and Defendant's Counsel represent that they are not
18 aware of any other pending matter or action asserting claims that will be extinguished or
19 affected by the Settlement.
20

21 Dated: 12/03, 2024

22 On behalf of Cal Fresco/Legacy Farms
23 Employment Services, Inc. f/k/a "Legacy Farms
24 Employment Services, Inc."

25 

26 Printed: Dan Maosen

27 Title: CEO

1 Dated: 12 / 03 / 2024 , 2024

GUILLERMO BECERRA

2 

3
4 Dated: _____, 2024

ARTURO MARTINEZ

5
6
7 Dated: _____, 2024

By _____

Nina Huerta, Esq.

Attorney for Defendant Cal
Fresco/Legacy Farms Employment
Services, Inc. f/k/a "Legacy Farms
Employment Services, Inc."

8 Dated: 12/3 , 2024

By _____

Kevin Mahoney, Esq.

Berkeh Alemzadeh, Esq.

Attorney for Plaintiff and similarly
situated employees

1 Dated: _____, 2024

GUILLERMO BECERRA

2 _____

3
4 Dated: _____, 2024

ARTURO MARTINEZ

5
6
7 _____

8
9
10
11 Dated: December 3, 2024

By  _____

12 Nina Huerta, Esq.
13 Attorney for Defendant Cal
14 Fresco/Legacy Farms Employment
15 Services, Inc. f/k/a "Legacy Farms
16 Employment Services, Inc."

17
18 Dated: _____, 2024

By _____

19 Kevin Mahoney, Esq.
20 Berkeh Alemzadeh, Esq.
21 Attorney for Plaintiff and similarly
22 situated employees
23
24
25
26
27
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