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5 Attorneys for Plaintiffs,
6 MARIA DEL CARMEN GAONA, on behalf
of herself and all others similarly situated

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF KERN

10
11 MARIA DEL CARMEN GAONA, on behalf
of herself and all others similarly situated,

12 Plaintiffs,

13 v.
14

15 CORONADO LABOR CONTRACTING, a
California corporation; GIUMARRA FARMS,
INC., A California corporation; and DOES 1
16 through 100, Inclusive

17 Defendants.
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CASE NO.: BCV-21-102093

**JOINT STIPULATION FOR CLASS
ACTION SETTLEMENT**

1 **TO THE COURT:**

2 This Joint Stipulation for Class Action Settlement ("Settlement Agreement") is made and
3 entered into by and between Maria Del Carmen Gaona ("Plaintiff"), individually and on behalf
4 of all others similarly situated, on one hand, and Coronado Labor Contracting, Inc. ("Coronado"),
5 and Giumarra Farms, Inc. ("GF") (Coronado and GF are collectively referred to as "Defendants")
6 (Plaintiff and Defendants collectively will be referred to as the "Parties" and individually as
7 "Party"), and is subject to the terms and conditions below, and to the Court's approval. The
8 Parties expressly acknowledge that this Settlement Agreement is entered into solely for the
9 purpose of compromising significantly disputed claims and that nothing in this Settlement
10 Agreement is an admission of liability or wrongdoing by Defendants. If for any reason the
11 Settlement Agreement is not approved, it will be of no force or effect, and the Parties will be
12 returned to their respective positions immediately prior to and as if they had never executed this
13 Settlement Agreement as more fully set forth below.

14 **DEFINITIONS**

15 The following definitions are applicable to this Settlement Agreement. Definitions
16 contained elsewhere in this Settlement Agreement will also be effective:

17 1. "Action" means Gaona v. Coronado Labor Contracting, et al., Kern County
18 Superior Court Case No. BCV-21-102093.

19 2. "Class Counsel" means Michael Nourmand and James A. De Sario of The
20 Nourmand Law Firm, APC.

21 3. "Class Counsel Fees and Costs" means attorneys' fees and litigation costs, and
22 expenses approved by the Court for Class Counsel's litigation and resolution of the Action. Class
23 Counsel will request attorneys' fees of not to exceed 35% of the Gross Settlement Amount or
24 Two Hundred Twenty-Seven Thousand Five Hundred Dollars (\$227,500) and litigation costs and
25 expenses not to exceed Twenty-Five Thousand Dollars (\$25,000). Defendants have agreed not
26 to oppose Class Counsel's request for Class Counsel Fees and Costs to the extent Class Counsel's
27 fee request does not exceed 35% of the Gross Settlement Amount and to the extent Class
28 Counsel's Costs do not exceed \$25,000.

1 4. “Class List” means a complete list of all Class Members that Defendants will
2 diligently and in good faith compile from their records and provide on a confidential basis to the
3 Settlement Administrator within fourteen (14) calendar days after the Court’s entry of an order
4 granting preliminary approval of this Settlement. The Class List will be formatted in Microsoft
5 Office Excel and Defendant Coronado will use its best efforts to include each Class Member’s
6 name; last known mailing address; Class Pay Periods; PAGA Pay Periods; and, to the extent
7 available, the listed Social Security number in their database. Defendant GF and Giumarra
8 Vineyards Corp. will cooperate with Coronado to provide the Class List but shall have no
9 responsibility for providing the Settlement Administrator with the Class List.

10 5. “Class Member(s)” or “Settlement Class” means Plaintiff and all current and
11 former hourly non-exempt employees of Coronado placed to work for Giumarra Farms, Inc.
12 and/or Giumarra Vineyards Corp. within California at any time during the Class Period.

13 6. “Class Period” means the period from September 3, 2017 through the date of
14 Preliminary Approval, unless modified pursuant to Section 54 of this Agreement.

15 7. “Class Pay Period” means any pay period during which a Class Member was
16 employed by Defendant Coronado and was assigned to and performed work for Defendant GF
17 and/or Giumarra Vineyards Corp. and received a payment for wages for work performed within
18 the pay period. To be eligible as a Class Pay Period, the Class Member must have worked at least
19 one day during the pay period based on Defendant Coronado’s payroll records within California
20 during the Class Period.

21 8. “Class Representative Enhancement Payment” means the amount to be paid from
22 the Gross Settlement Amount to the named Plaintiff in exchange for executing a general release
23 of all claims in favor of Released Parties (including a CCP 1542 waiver and inclusive of all liens,
24 fees and costs) and in recognition of her effort in prosecuting the Action on behalf of Class
25 Members. Plaintiff will request and Defendants will not oppose Plaintiff’s application to the
26 court for a payment of Ten Thousand Dollars (\$10,000) for enhancement payment for her
27 willingness to serve as Class Representative.

28 9. “Court” means the Kern County Superior Court.

1 10. The Effective Date of this Settlement Agreement ("Effective Date") is 10 business
2 days after all of the following events have occurred: (a) the Settlement Agreement and related
3 documents are approved and executed by all Parties and by Class Counsel and Defense Counsel;
4 (b) the Court has given preliminary approval to the Settlement; (c) notice has been given to the
5 Class Members providing them with an opportunity to opt-out of the Class Settlement; (d) the
6 Court has held a Final Approval and Fairness Hearing and entered a final order and judgment
7 certifying the Class and approving this Stipulation; (e) notice of final judgment has been given
8 to the Class Members pursuant to California Rules of Court, rule 3.771(b) through a posting on
9 the Settlement Administrator's website; and (f) the later of the following events: (1) if there are
10 no objectors, the date the Court signs the order granting final approval; (2) if there is an objector,
11 the expiration of the period for filing any appeal, writ, or other appellate proceeding opposing the
12 Class Settlement has elapsed without any appeal, writ or other appellate proceeding having been
13 filed, i.e., 65 days from the date the Court grants final approval; (3) or the dismissal of any appeal,
14 writ, or other appellate proceeding opposing the Class Settlement with no right to pursue further
15 remedies or relief; or (4) any appeal, writ, or the issuance of such other final appellate order
16 upholding the Court's final order with no right to pursue further remedies or relief. If one or more
17 objections are filed which are not subsequently withdrawn, and in the event there is a timely-filed
18 motion to set aside judgment or to intervene, the expiration of the period for filing any appeal,
19 writ, or other appellate proceeding opposing the Class Settlement will be based on the later of the
20 court's ruling or order on any such motion or entry of final order and judgment certifying the
21 Class and approving this Stipulation.

22 11. "Gross Settlement Amount" means the maximum settlement amount of Six
23 Hundred Fifty Thousand Dollars (\$650,000) ("Gross Settlement Amount"), which has been
24 and/or will be paid by Defendants in full satisfaction of all claims arising from the Action. Of the
25 Gross Settlement Amount, Defendant Coronado shall have responsibility for paying \$150,000.00,
26 and Defendant GF shall have responsibility for paying \$500,000.00. The Gross Settlement
27 Amount includes all Individual Settlement Payments to Participating Class Members, Individual
28 PAGA Payments to PAGA Group Members, the LWDA PAGA Payment, the Class

1 Representative Enhancement Payment, Settlement Administration Expenses, and Class Counsel
2 Fees and Cost. Defendants shall fund the employers' share of payroll taxes in addition to the
3 Gross Settlement Amount. The Settlement Administrator will calculate the appropriate amount
4 of the employers' share of the payroll taxes for Defendants consistent with this Settlement
5 Agreement.

6 12. "Individual Settlement Payment" means each Participating Class Member's pro
7 rata share of the Net Settlement Amount calculated according to the number of Class Pay Periods
8 worked by the Participating Class Member.

9 13. "Individual PAGA Payment" means the PAGA Group Member's pro rata share of
10 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked
11 by the PAGA Group Members.

12 14. LWDA PAGA Payment means the 75% of the PAGA Penalties paid to the LWDA
13 under Labor Code §2699, subd. (i).

14 15. "Net Settlement Amount" means the maximum amount available for distribution
15 to the Class Members, after deduction of Class Counsel Fees and Costs, Class Representative
16 Enhancement Payment, Settlement Administration Expenses, Individual PAGA Payments, and
17 the LWDA PAGA Payment.

18 16. "Notice of Objection" means a Class Member's valid and timely written objection
19 to the Settlement Agreement. For the objection to be valid, it must include: (i) the objector's full
20 name, signature, address, and telephone number; (ii) the objector's signature; (iii) a written
21 statement of all grounds for the objection accompanied by any legal support for such objection;
22 (iv) copies of any papers, briefs, or other documents upon which the objection is based; and (v)
23 a list of all persons who will be called to testify in support of the objection. Irrespective if a Class
24 Member submits a Notice of Objection, the Class Member may appear at the Final Approval
25 Hearing, either in person or through counsel, at his/her expense, to orally present objections for
26 the Court's consideration. The Parties will be permitted to respond in writing to such objections
27 at least seven calendar days prior to the Final Approval hearing or within the time period set by
28 the Court.

1 17. “Notice” means the Notice of Class Action Settlement, substantially in the form
2 attached as Exhibit A.

3 18. “PAGA” means the California Private Attorneys General Act of 2004, which is
4 codified in California Labor Code §§ 2698 et seq.

5 19. “PAGA Group Member(s)” means Plaintiff and all current and former hourly non-
6 exempt employees of Coronado placed to work for Giumarra within California at any time during
7 the PAGA Period.

8 20. “PAGA Period” means the period from September 3, 2020 through the date of
9 Preliminary Approval unless modified pursuant to Section 54 of this Agreement.

10 21. “PAGA Pay Period” means any pay period during which a PAGA Group Member
11 was employed by Defendant Coronado and was assigned to and performed work for Defendant
12 GF and/or Giumarra Vineyards Corp. and received payment for wages for work performed within
13 the pay period. To be eligible as a PAGA Pay Period, the PAGA Group Member must have
14 worked at least one day during the pay period based on Defendant Coronado’s payroll records
15 within California during the PAGA Period.

16 22. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount
17 allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties
18 have agreed that the PAGA Settlement Amount is Ten Thousand Dollars (\$10,000), subject to
19 Court approval. Of the PAGA Settlement Amount, 75% or Seven Thousand Five Hundred
20 Dollars (\$7,500) will be paid to the LWDA (“LWDA Payment”), and the remaining 25% or Two
21 Thousand Five Hundred Dollars (\$2,500) will be distributed to PAGA Group Members.

22 23. “Participating Class Members” means all Class Members who do not submit valid
23 Requests for Exclusion.

24 24. “Preliminary Approval” means the Court order granting preliminary approval of
25 the Settlement Agreement.

26 25. “Released Class Claims” means any and all California wage and hour claims,
27 debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages,
28 penalties, interest, and causes of action, arising from or related to the claims pled in Plaintiff’s

operative complaint ("Complaint") or that could have been pled in the Complaint based on the factual allegations pled in the Complaint, including all claims for allegedly unpaid minimum and overtime wages, failure to provide compliant meal breaks, failure to provide compliant rest breaks and/or recovery breaks, failure to pay meal, rest, and/or recovery period premiums (whether at all, or at the correct rate of pay); claims relating to the provision of wage statements or inaccurate wage statements, claims relating to the failure to maintain accurate employment records, and failure to pay all wages owed in a timely manner whether during employment or upon separation, or applicable wage order(s), unfair competition claims under California Business & Professions Code §17200, et seq., including any remedies available for such claims. Without limiting the foregoing, Released Class Claims shall include any claim based on the violation of California Labor Code §§ 201, 202, 203, 205, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197 and any and all penalties, restitution, disgorgement, liquidated damages, interest or attorneys' fees thereon accrued during the Class Period. This release will cover Plaintiff and all Class Members who do not opt out.

26. "Released PAGA Claims" means any and all claims for civil penalties under PAGA [Cal. Lab. Code §§ 2699, *et seq.*] that were alleged in the Complaint or Plaintiff's PAGA notice(s) sent to the LWDA, or that could have been pled in the Complaint based on the factual allegations pled in the Complaint or Plaintiff's PAGA notice(s), including all claims for civil penalties, or other relief provided for by PAGA, for allegedly unpaid minimum and overtime wages, failure to provide compliant meal breaks, failure to provide compliant rest breaks and/or recovery breaks, failure to pay meal, rest, and/or recovery period premiums (whether at all, or at the correct rate of pay); claims relating to the provision of wage statements or inaccurate wage statements, claims relating to the failure to maintain accurate employment records, and failure to pay all wages owed in a timely manner whether during employment or upon separation, or applicable wage order(s). Without limiting the foregoing, Released PAGA Claims shall include any claim for civil penalties or other relief provided by PAGA based on the violation of California Labor Code §§ 201, 202, 203, 205, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197 and any and all penalties and attorneys' fees thereon accrued

1 during the PAGA Period. This release will cover Plaintiff and all PAGA Group Members.

2 27. "Released Parties" means Defendants and Defendants' former and present parents,
3 subsidiaries and affiliated companies and entities (including but not limited to Giumarra
4 Vineyards Corp.), franchisors and franchisees, and their current, former, and future owners,
5 officers, shareholders, directors, members, managers, operators, principals, employees,
6 consultants, vendors, partners, affiliates, subsidiaries, members, divisions, fiduciaries, trustees
7 shareholders, attorneys, insurers, payroll providers, joint venturers and agents, and any successors
8 and predecessors in interest, assigns, or legal representatives and any individual or entity who or
9 which could be jointly liable with Defendants and all persons or entities acting by, through under
10 or in concert with any of them.

11 28. "Request for Exclusion" means a timely letter submitted by a Class Member which
12 must: (1) contain the name, address, telephone number and last four digits of the Social Security
13 Number of the Class Member requesting exclusion from the Settlement Agreement; (2) be signed
14 by the Class Member; (3) contain a statement that the Settlement Class Member wishes to be
15 excluded from the Settlement Agreement and should state something to the effect of: "I wish to
16 be excluded from the settlement class in the lawsuit. I understand that if I ask to be excluded from
17 the settlement class, I will not receive any money from the class settlement of this lawsuit."; and
18 (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the
19 address specified in the Class Notice. If the Request for Exclusion fails to comply with items (1)-
20 (4), it will not be deemed a valid Request for Exclusion from this Settlement Agreement, except
21 a Request for Exclusion not containing a Class Member's telephone number will be deemed
22 valid. The date of the postmark on the Request for Exclusion, shall be the exclusive means used
23 to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class
24 Member who requests to be excluded from the Settlement Class will not be entitled to any
25 Individual Settlement Payment and shall not be deemed to have released the Released Class
26 Claims, but shall be entitled to a Individual PAGA Payment and shall be deemed to have released
27 the Released PAGA Claims. Any Settlement Class Member who requests to be excluded from
28 the Settlement Class shall not have any right to object, intervene, appeal or comment on the

1 Settlement Agreement. Any Settlement Class Member who does not submit a Request for
2 Exclusion is automatically deemed a participating Settlement Class Member.

3 29. "Response Deadline" means the deadline by which Class Members must fax or
4 postmark to the Settlement Administrator a valid Request for Exclusion, submit objections to the
5 Settlement or dispute Class Pay Periods. The Response Deadline will be forty-five (45) calendar
6 days from the initial mailing of the Notice by the Settlement Administrator. The Response
7 Deadline for Request for Exclusion, objection or dispute Class Pay Periods will be extended
8 fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement
9 Administrator in accordance with the notice procedure. The Response Deadline may also be
10 extended by express agreement between Class Counsel and Defendant's counsel.

11 30. "Settlement Administrator" means Simpluris, Inc. The Parties each represent that
12 they do not have any financial interest in the Settlement Administrator or otherwise have a
13 relationship with the Settlement Administrator that could create a conflict of interest.

14 31. "Settlement Administration Expenses" means the costs payable to the Settlement
15 Administrator for administering this Settlement, including, but not limited to, printing, translating
16 into Spanish, conducting a National Change of Address ("NCOA") search, distributing (including
17 with appropriate postage), and tracking documents for this Settlement in English and Spanish,
18 any searches to locate any Class Members, sending all required notices, calculating settlement
19 amounts, preparing all checks and mailings and disbursing all residuals resulting from uncashed
20 settlement checks as set forth in this Settlement Agreement, calculating payroll taxes, applicable
21 1099, paying the withholdings to the applicable authorities with the necessary reports, submitting
22 copies to Defendants' counsel, tax reporting, distributing the Individual Settlement Payments,
23 Class Representatives Enhancement Payment, Class Counsel Fees and Costs, and providing
24 necessary certification of completion of notice, reports and declarations, establishing and
25 administering a qualified settlement fund account and other responsibilities set forth in this
26 Settlement Agreement and as requested by the Parties. The Settlement Administration Expenses
27 are currently estimated to be not more than Nineteen Thousand Nine Hundred and Seventy
28 Dollars (\$19,970.00).

1 **TERMS OF AGREEMENT**

2 Plaintiff, on behalf of herself and the Settlement Class, and Defendants agree as follows:

3 32. **Settlement Funding.** Within 30 calendar days of the Effective Date, Defendants
4 shall fund their share of the Gross Settlement Amount in the amount of Six Hundred Fifty
5 Thousand Dollars (\$650,000) to be transferred and/or deposited with the Settlement
6 Administrator who will deposit the funds into an interest-bearing trust account referred to as the
7 Qualified Settlement Fund account from which the Settlement Administrator will have authority
8 to distribute money in accordance with the terms of this Settlement Agreement. Defendants will
9 fund the employer-side share of payroll taxes in addition to the Gross Settlement Amount. The
10 Settlement Administrator will calculate the appropriate amount of the employer-side payroll
11 taxes. No part of the Gross Settlement Amount shall revert to Defendants.

12 33. **Class Counsel Fees and Costs.** Defendants agree not to oppose any application or
13 motion by Class Counsel for Class Counsel Fees in the amount of up to 35% of the Gross
14 Settlement Amount, plus the reimbursement of litigation costs and expenses associated with Class
15 Counsel's litigation and settlement of the Action, not to exceed Twenty-Five Thousand Dollars
16 (\$25,000). To the extent that the Court approves less than the amount of attorney's fees and/or
17 costs that Class Counsel requests, the difference between the requested and awarded amounts
18 will be reallocated to the Net Settlement Amount. The Settlement Administrator shall issue an
19 IRS Form 1099 to Class Counsel for any attorneys' fees and costs award.

20 34. **Class Representative Enhancement Payment.** In exchange for named Plaintiff's
21 executing a General Release, and in recognition of her effort in prosecuting the Action on behalf
22 of Class Members, Defendants agree not to oppose or impede any application or motion for a
23 Class Representative Enhancement Payment of up to Ten Thousand Dollars (\$10,000). The Class
24 Representative Enhancement Payment, which will be paid from the Gross Settlement Amount,
25 will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement.
26 Plaintiff will be solely and legally responsible to pay any and all applicable taxes, penalties and
27 interest on the payments made pursuant to this paragraph and will hold Defendants harmless from
28 any claim or liability for taxes, penalties, or interest arising as a result of the payments. The

1 Settlement Administrator shall issue an IRS Form 1099 to the named Plaintiff for any Class
2 Representative Enhancement Payment. To the extent that the Court approves less than the amount
3 of Class Representative Enhancement Payment that Class Counsel request, the difference
4 between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

5 35. Settlement Administration Expenses. The Settlement Administrator will be paid
6 the Settlement Administration Expenses for the reasonable fees and costs of administration of the
7 Settlement, which are estimated not to exceed Nineteen Thousand Nine Hundred Seventy Dollars
8 (\$19,970.00). These will include, *inter alia*, fees and costs payable to the Settlement
9 Administrator for printing, translating into Spanish, distributing (including with appropriate
10 postage), and tracking documents for this Settlement in English and Spanish, any searches to
11 locate any Class Members, calculating estimated amounts per Class Member, sending all required
12 notices, calculating the all settlement amounts, preparing all checks and mailings and disbursing
13 all residuals resulting from uncashed settlement checks as set forth in this Settlement Agreement,
14 calculating payroll taxes, applicable 1099, paying the withholdings to the applicable authorities
15 with the necessary reports, submitting copies to Defendants' counsel, tax reporting, distributing
16 the Individual Settlement Payments, distributing the Individual PAGA Payments, Class
17 Representative Enhancement Payment, Class Counsel Fees and Costs, payment to LWDA for
18 PAGA penalties, and providing necessary certification of completion of notice, reports and
19 declarations, establishing and administering a Qualified Settlement Fund account, required tax
20 reporting on the Individual Settlement Payments and Individual PAGA Payments, the issuing of
21 1099 and W-2 IRS forms, calculating the employers' share of payroll taxes on the wage portion
22 of the Individual Settlement Payments and coordinating related reporting, and other
23 responsibilities as requested by the Parties. The Settlement Administration Expenses will be paid
24 from the Gross Settlement Amount. To the extent that the Court approves less than the amount
25 of Settlement Administration Expenses that Class Counsel requests, the difference between the
26 requested and awarded amounts will be reallocated to the Net Settlement Amount. Any amounts
27 not used by the Settlement Administrator for Settlement Administration Expenses shall be added
28 to the Net Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 to the

1 Settlement Administrator for any Claims Administration Expenses.

2 36. Net Settlement Amount. The Net Settlement Amount will be used to satisfy
3 Individual Settlement Payments to Participating Class Members from the Settlement Class in
4 accordance with the terms of this Agreement.

5 37. Individual Settlement Payment Calculations. An Individual Class Payment shall
6 be calculated by (a) dividing the Net Settlement Amount by the total number of Class Pay Periods
7 worked by all Participating Class Members during the Class Period and (b) multiplying the result
8 by each Participating Class Member's Class Pay Periods.

9 38. Individual PAGA Payment Calculations. An Individual PAGA Payment shall be
10 calculated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
11 (\$2,500.00) by the total number of PAGA Pay Periods worked by all PAGA Group Members
12 during the PAGA Period and (b) multiplying the result by each PAGA Group Member's PAGA
13 Pay Periods.

14 39. Payments by Administrator. The Settlement Administrator may combine
15 Individual Settlement Payments and Individual PAGA Payments into one check for any
16 Participating Class Member who is also a PAGA Group Member. Class Members who are also
17 PAGA Group Members will not be permitted to exclude themselves from the PAGA claim
18 portion of the Settlement. PAGA penalty settlement payments in the appropriate amounts will
19 be distributed by the Settlement Administrator by mail to the PAGA Group Members including
20 to those Class Members who are PAGA Group Members who submitted a request for exclusion.

21 40. No Credit Toward Benefit Plans. All Settlement Awards to Class Members shall
22 be deemed to be income to such Class Members solely in the year in which such awards actually
23 are received by the Class Members. It is expressly understood and agreed that the receipt of such
24 Settlement Awards will not entitle any Class Member (nor Plaintiff) to additional compensation
25 or benefits under any company bonus, paid time off (including vacation and sick leave), or other
26 compensation or benefit plan or agreement in place during the period covered by the Settlement,
27 nor will it entitle any Class Member (nor Plaintiff) to any increased retirement, 401(k) benefits
28 or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that

1 the Settlement Awards provided for in this Agreement are the sole payments to be made by
2 Defendants to the Class Members in connection with this Settlement, and that the Class Members
3 are not entitled to any new or additional compensation or benefits as a result of having received
4 the Settlement Awards (notwithstanding any contrary language or agreement in any benefit or
5 compensation plan document that might have been in effect during the period covered by this
6 Settlement).

7 41. Settlement Administration Process. The Parties agree to cooperate in the
8 administration of the settlement and to make all reasonable efforts to control and minimize the
9 costs and expenses incurred in administration of the Settlement.

10 42. Delivery of the Class List. Within 14 business days of Preliminary Approval,
11 Defendants will provide the Class List to the Settlement Administrator.

12 43. Notice by First-Class U.S. Mail. Within 10 calendar days after receiving the Class
13 List from Defendant, the Settlement Administrator will mail the Notice to all Class Members via
14 regular First-Class U.S. Mail.

15 44. Confirmation of Contact Information in the Class Lists. Prior to mailing, the
16 Settlement Administrator will perform a search based on the National Change of Address
17 Database for information to update and correct for any known or identifiable address changes.
18 Any Notice returned to the Settlement Administrator as non-deliverable on or before the
19 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding
20 address, and the Settlement Administrator will indicate the date of such re-mailing on the Notice.
21 If no forwarding address is provided, the Settlement Administrator will promptly attempt to
22 determine the correct address using a skip-trace, or other search using the name, address and/or
23 Social Security number of the Class Member involved and will then perform a single re-mailing.
24 Those Class Members who receive a re-mailed Notice will have between the latter of (i) an
25 additional fifteen calendar (15) days or (ii) the Response Deadline to fax or postmark a Request
26 for Exclusion, submit an objection to the Settlement or dispute Class Pay Period.

27 45. Notice. All Class Members will be mailed the Notice. The Notice will provide,
28 as applicable: (1) information regarding the nature of the Action, (2) a summary of the Settlement

1 Agreement's principal terms, (3) the Settlement Class definition, (4) each Class Member's
2 number of Class Pay Periods worked during the Class Period and number of PAGA Pay Periods
3 worked during the PAGA Period, (5) each Class Member's estimated Individual Settlement
4 Payment and estimated individual PAGA Payment; (6) the dates which comprise the Class Period
5 and PAGA Period, (7) instructions on how to submit valid Requests for Exclusion, objections or
6 dispute Class Pay Periods and/or PAGA Pay Periods, (8) the deadlines by which the Class
7 Member must fax or postmark Request for Exclusions, submit objections to the Settlement or
8 dispute Class Pay Periods and/or PAGA Pay Periods, and (9) the claims to be released, as set
9 forth in this Settlement Agreement. In addition, the Notice will include a "URL" address to a
10 website maintained by the Settlement Administrator in order to provide notice to the Settlement
11 Class of the case name, date, time, and location of the Final Approval Hearing, the Response
12 Deadline, and any changes thereto. The Settlement Administrator shall also post the judgment on
13 its website upon its entry.

14 46. Request for Exclusion Procedures. Any Class Member wishing to opt out from
15 the Settlement Agreement must meet the requirements in the definition of what a "Request for
16 Exclusion" is as set forth in Section 28 of this Settlement Agreement. The date of the fax or
17 postmark on the return mailing envelope will be the exclusive means to determine whether a
18 Request for Exclusion has been timely submitted. The Parties to this Agreement and their counsel
19 agree that they will not solicit or encourage Class Members to opt-out or object to this Settlement
20 Agreement. Any Settlement Class Member who requests to be excluded from the Settlement
21 Class will not be entitled to any Individual Settlement Payment and shall not be deemed to have
22 released the Released Class Claims, but shall be entitled to a Individual PAGA Payment and shall
23 be deemed to have released the Released PAGA Claims. Any Settlement Class Member who
24 requests to be excluded from the Settlement Class shall not have any right to object, intervene,
25 appeal or comment on the Settlement Agreement.

26 47. Defective Submissions. If a Class Member's Request for Exclusion is defective
27 as to the requirements listed in this Settlement Agreement, that Class Member will be given an
28 opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a

1 cure letter within three (3) calendar days of receiving the defective submission to advise the Class
2 Member that his or her submission is defective and that the defect must be cured to render the
3 Request for Exclusion valid. The Class Member will have until the later of (i) Response Deadline
4 or (ii) fifteen (15) calendar days from the date of the cure letter to fax or postmark a revised
5 Request for Exclusion.

6 48. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
7 Member who requests to be excluded from the Settlement Agreement will not be entitled to any
8 recover under the class portions of the Settlement Agreement and will not be bound by the terms
9 of the class portions of the Settlement Agreement but will be bound by the PAGA portions of the
10 settlement. Nonparticipating Class Members shall not have any right to object, appeal, or
11 comment thereon. Any Class Member who does not affirmatively opt out of the Settlement
12 Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its
13 terms, including those pertaining to the Released Class Claims, as well as any Judgment that may
14 be entered by the Court if it grants final approval to the Settlement. If the Court approves the
15 compromise of the PAGA claim, Class Members who are also PAGA Group Members submitting
16 a request for exclusion will nevertheless be bound by the Court's resolution of that claim and
17 receive their pro-rata share of the 25% of the PAGA Payment allocated to the PAGA Group
18 Members.

19 49. Objection Procedures. Members of the Settlement Class who do not request
20 exclusion may object to the class portions of this Settlement Agreement as explained in the Class
21 Notice by sending the written objection to the Settlement Administrator (who shall immediately
22 serve all objections as received on Class Counsel and Defendants' counsel via email). Class
23 Counsel will lodge a copy of the objection with the Court. Defendants' counsel and Class
24 Counsel shall file any responses to objections no later than seven days prior to the hearing date
25 for final approval. To be valid, any written objection should: (1) contain the objecting Settlement
26 Class Member's full name and current address, as well as contact information for any attorney
27 representing the objecting Settlement Class Member for purposes of the objection; (2) reasons
28 for all objections; (3) include any and all supporting papers, briefs, written evidence, declarations,

1 and/or other evidence, if any; and (4) be postmarked no later than the Response Deadline. If an
2 objector also wishes to appear at the Final Approval and Fairness Hearing, in person or through
3 an attorney, at his or her own expense, he or she must also file a notice of intention to appear at
4 the same time as the objection is filed. Unless otherwise ordered by the Court, Settlement Class
5 Members shall not be entitled to appear and/or object at the Final Approval Hearing unless they
6 have submitted a timely written objection and notice of intention to appear pursuant to this
7 Section. Settlement Class Members who have properly and timely submitted objections may
8 appear at the Final Approval Hearing, either remotely, in person or through a lawyer retained at
9 their own expense. Members of the Settlement Class who do not submit an objection or appear
10 at the Final Approval Hearing and voice an objection shall be deemed to have waived any
11 objections and shall be foreclosed from making any objections (whether by appeal or otherwise)
12 to the Settlement. PAGA Group Members shall have no right to object to the PAGA portions of
13 this Settlement Agreement.

14 50. Certification Reports Regarding Individual Settlement Payment Calculations. The
15 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report
16 which certifies: (i) the number of Class Members who have submitted valid Request for Exclusion
17 and objections; and (ii) the number of any deficient Request for Exclusion. Additionally, the
18 Settlement Administrator will provide to counsel for both Parties any updated reports regarding
19 the administration of the Settlement Agreement as needed or requested. The Settlement
20 Administrator shall not disclose to Class Counsel any personal identifying information (e.g.,
21 names and contact information) of the Class Members.

22 51. Challenges to Individual Settlement Award Calculations. The Class Notice
23 mailed to a Settlement Class Member shall disclose the amount of the Settlement Class Member's
24 estimated Individual Settlement Payment and Individual PAGA Payment as well as all of the
25 information that was used from Defendants' records in order to calculate the those amounts,
26 including the Settlement Class Member's number of Class Pay Period worked during the Class
27 Period, and the number of PAGA Pay Period worked during the PAGA Period. Settlement Class
28 Members will have the opportunity, should they disagree with Defendant Coronado's records

1 regarding the information stated in the Class Notice, to provide documentation and/or an
2 explanation to show contrary information. Any such dispute, including any supporting
3 documentation, must be mailed to the Settlement Administrator and postmarked by the Response
4 Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to
5 determine whether an adjustment is warranted. The Settlement Administrator shall determine the
6 eligibility for, and the amounts of, any Individual Settlement Payments and Individual PAGA
7 Payments under the terms of this Settlement Agreement. The Settlement Administrator's
8 determination of the eligibility for and amount of any Settlement Award shall be binding upon
9 the Settlement Class Member and the Parties.

10 52. Timing of Distribution of Individual Settlement Payments. Within 10 business
11 days following the funding of the Gross Settlement Amount and employers share of payroll taxes
12 with the Settlement Administrator by Defendants, the Settlement Administrator will calculate
13 Individual Settlement Payments amounts and provide the same to counsel for the Parties for
14 review and approval. Within 10 business days of approval by counsel for the Parties, the
15 Settlement Administrator will prepare and mail payments, less applicable taxes and withholdings
16 to Participating Class Members and PAGA Group Members; (2) Plaintiff; (3) Class Counsel; and
17 (4) payment to LWDA. The Settlement Administrator will also issue a payment to itself for
18 Court-approved services performed in connection with the settlement. The Settlement
19 Administrator shall simultaneously pay the withholdings to the applicable authorities with the
20 necessary reports, submitting copies to Defendants' counsel.

21 53. Uncashed or Undeliverable Settlement Checks. Individual settlement checks paid
22 to participating Class Members will be valid for 180 days. Participating Class Members and
23 PAGA Group Members will have one hundred eighty (180) calendar days from the date of
24 issuance of the check to cash their check. For any check not cashed after 180 calendar days, the
25 Settlement Administrator will send the amount represented by the check to the California
26 Farmworker Foundation, if approved by the Court. If the Court does not approve the California
27 Farmworker Foundation as a *cy pres*, then the Settlement Administrator shall transmit the funds
28 to the State Controller Unclaimed Property, with the identity of the Participating Class Member

1 and PAGA Group Member to whom the funds belong, to be held for the Participating Class
2 Member and PAGA Group Member per California Unclaimed Property Law, in the interest of
3 justice. Therefore, there will be no unpaid residue or unclaimed or abandoned class member
4 funds, and the California Code of Civil Procedure section 384 shall not apply.

5 54. Escalator Clause. If the total number of Class Pay Periods exceeds 36,000 by the
6 end of the Class Period by 10 percent (i.e., if there are more than 39,600 total Class Pay Periods),
7 Defendants have the option to either increase the Gross Settlement Amount or end the Class
8 Period on the first date prior to the Preliminary Approval when the total Class Pay Periods
9 exceeds 39,600. If Defendants elect to increase the Gross Settlement Amount, then Defendant
10 shall pay an additional \$16.41 for additional Class Pay Period above 39,600. The PAGA Period
11 shall extend through the date of Preliminary Approval and shall not be subject to any pro rata
12 payment increase.

13 55. Revocation Option for Defendants. If more than five percent (5%) of the Class
14 Members opt out of the Settlement, Defendants may, at their election, rescind the Settlement and
15 all actions taken in furtherance of it will thereby be null and void. Defendants must exercise this
16 right of rescission, in writing, to Class Counsel within 10 business days after the Settlement
17 Administrator notifies the Parties of a greater than five (5%) opt-out rate. If the option to rescind
18 is exercised, then Defendants shall be solely responsible for all costs of the Settlement
19 Administration actually accrued. Any dispute may be address by motion to the court for
20 determination of reasonableness of the costs.

21 56. Certification of Completion. Upon completion of administration of the Settlement,
22 the Settlement Administrator will provide a written declaration under oath to certify such
23 completion to the Court and counsel for all Parties.

24 57. Treatment of Individual Settlement Payments. All Individual Settlement
25 Payments will be allocated as follows: 100% of each Individual PAGA Payments shall be
26 allocated as non-wage damage claims; 15% of each Individual Settlement Payment will be
27 allocated as to wage damage claims; and 85% of each Individual Settlement Payment will be
28 allocated to non-wage damage claims. The portion allocated to wage damage claims in each

1 Individual Settlement Payment will be reported on an IRS Form W-2 and the portions of the
2 Individual PAGA Payment and Individual Settlement Payment allocated to non-wage damage
3 claims will be reported on an IRS Form-1099 by the Settlement Administrator.

4 58. Administration of Taxes by the Settlement Administrator. The Settlement
5 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA
6 Group Members, Class Counsel, and itself any W-2, 1099, or other tax forms as may be required
7 by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
8 Administrator will also be responsible for forwarding all payroll taxes and other legally required
9 withholdings, and related reporting, to the appropriate government authorities.

10 59. Employer Taxes: For any portion of the Class Members' Individual Settlement
11 Payments that are designated to the settlement of wage damage claims for purposes of tax
12 reporting, the employer-side taxes, employer-side contributions of all federal, state, and local
13 taxes (including, but not limited to, FICA, FUTA, and SDI), will be funded by Defendants in
14 addition to the Gross Settlement Amount, via and with the Settlement Administrator's assistance.

15 60. No Tax Advice or Liability. The Parties have had an opportunity to consult with
16 independent tax counsel. The Parties are not giving any tax advice in connection with the
17 settlement or any payments to be made pursuant to the Agreement. The Parties do not intend
18 anything contained in this Agreement, or any written communication or disclosure between or
19 among the parties or their attorneys and other advisers, to constitute legal advice regarding the
20 taxability of any amount paid hereunder, nor shall anything in this Agreement, nor any written
21 communication or disclosure between or among the parties or their attorneys and other advisers,
22 constitute or be relied upon as such. By participating in the settlement, each Participating Class
23 Members and PAGA Group Members shall agree to be solely and legally responsible for paying
24 all other applicable taxes on their respective Individual Settlement Payments and shall indemnify
25 and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising
26 as a result of the payments.

27 61. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
28 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY

1 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
2 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
3 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
4 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
5 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE
6 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
7 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230
8 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
9 EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
10 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
11 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
12 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
13 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
14 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
15 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
16 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
17 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
18 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
19 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
20 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
21 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
22 AGREEMENT.

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

27 63. Release of Claims by Class Members. Upon the earliest date on which both the
28 Effective Date has occurred and Defendants have fully funded the Gross Settlement Amount and

1 employers' share of payroll taxes, all Class Members who do not timely submit a valid Request
2 for Exclusion do and will be deemed to have fully, finally and forever released, settled,
3 compromised, relinquished, waived, and discharged any and all of the Released Parties of and
4 from any and all Released Class Claims accruing during the Class Period. In addition, all Class
5 Members who do not timely submit a valid Request for Exclusion and all successors in interest
6 will be barred from prosecuting or participating in any and all Released Class Claims against the
7 Released Parties. Furthermore, the State of California and PAGA Group Members (regardless of
8 whether PAGA Group Members opt out of the Class Settlement) release the Released Parties
9 from the Released PAGA Claims accruing during the PAGA Period. This release shall take effect
10 regardless of a Class Member's receipt of the Notice.

11 64. Release by Plaintiff. Upon the date on which both the Effective Date has occurred
12 and Defendants have fully funded the Gross Settlement Amount and employers' share of payroll
13 taxes, in addition to the claims being released by all Class Members, Plaintiff will provide the
14 following additional general release ("General Release") : Plaintiff, on her own behalf and on
15 behalf of her heirs, spouses, executors, administrators, attorneys, agents and assigns, fully and
16 finally, irrevocably and unconditionally release the Released Parties from all complaints, claims,
17 demands, rights, obligations, penalties, liabilities, damages, debts, expenses (including attorneys'
18 fees and costs actually incurred) and causes of action of every nature and description whatsoever,
19 known or unknown, asserted or that might have been asserted, whether in tort, contract, or for
20 violation of any state or federal statute, rule or regulation arising out of, relating to, or in
21 connection with any act or omission by or on the part of any of the Released Parties committed
22 or omitted prior to the execution of this Agreement, including but not limited to claims arising
23 from the California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e);
24 the California Fair Employment and Housing Act (Cal. Govt. Code §12900 et seq.); the
25 Americans with Disabilities Act; the Age Discrimination in Employment Act (29 U.S.C. §§621-
26 633a); the Older Workers' Benefit Protection Act; the Private Attorneys General Act of 2004;
27 and claims of intentional infliction of emotional distress; defamation and/or libel, or any other
28 damage to reputation claims; breach of implied contract or for claims of a breach of the covenant

1 of good faith and fair dealing, as well as any other express or implied covenant; or any other
2 statute or common law principle of similar effect. Plaintiff understands and agrees that by signing
3 this Agreement she is giving up any and all legal claims Plaintiff has or may have against
4 Released Parties, expressly including claims under the federal Age Discrimination in
5 Employment Act ("ADEA"). Plaintiff is advised to consult with legal counsel regarding the
6 waiver contained herein generally and specifically as to the waiver of claims under the ADEA.
7 Plaintiff understands and agrees that Plaintiff has been advised in writing of her right to consult
8 with an attorney before signing this Agreement. Plaintiff has twenty-one (21) days to consider
9 this Agreement, although she may sign it at any time prior to the expiration of the twenty-one
10 (21) days. Plaintiff may revoke this Agreement at any time within seven (7) days after she signs
11 the Agreement. This Agreement shall not become effective until the seven (7) day revocation
12 period has passed. This General Release includes any unknown claims Plaintiff does not know
13 or suspect to exist in her favor at the time of the General Release, which, if known by her, might
14 have affected her settlement with, and release of, the Released Parties. To the extent the
15 foregoing releases are releases to which Section 1542 of the California Civil Code or similar
16 provisions of other applicable law may apply, Plaintiff expressly waive any and all rights and
17 benefits conferred upon her by the provisions of Section 1542 of the California Civil Code or
18 similar provisions of applicable law which are as follows:

19 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
20 **WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT**
21 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
22 **EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM**
OR HER MUST HAVE MATERIALLY AFFECTED HIS OR
HER SETTLEMENT WITH THE DEBTOR.

23 The significance of this release and waiver of Civil Code Section 1542 has been explained
24 to Plaintiff by her respective counsel. Release by Plaintiff expressly excludes any claims for
25 workers compensation against Defendants.

26 65. Neutral Reference. Defendants agree that they will only provide a neutral
27 reference for Plaintiff should any prospective employers or anyone contact them regarding
28 Plaintiff's employment. Defendants shall only provide the dates of employment and Plaintiff's

1 last job title held with Defendants.

2 66. Nullification of Settlement Agreement. The Parties have agreed to the
3 certification of the class encompassing all claims alleged in the Action for the sole purpose of
4 effectuating this Settlement Agreement. If (a) the Court should for any reason fail to certify this
5 class for settlement, or (b) the Court should for any reason fail to approve this Settlement
6 Agreement, or (c) the Court should for any reason fail to enter the final approval order, or (d) the
7 final approval order is reversed, or declared or rendered void, or (e) the Court should for any
8 reason fail to dispose of the Action in its entirety, then (i) this Agreement shall be considered null
9 and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be
10 of any force or effect; (iii) any order or judgment entered by the Court in furtherance of this
11 Settlement Agreement will likewise be treated as void from the beginning; (iv) all Parties to this
12 Agreement shall stand in the same position, without prejudice, as if the Agreement had been
13 neither entered into nor filed with the Court; (v) Defendants will not be deemed to have waived,
14 limited, or affected in any way any of its objections, or defenses in this Action; (vi) the fact that
15 the Parties were willing to stipulate to class certification of all causes of action pled in the Action
16 as part of the Settlement will have no bearing on, and will not be admissible in connection with,
17 the issue of whether the Class should be certified by the Court in a non-settlement context in this
18 Action or any other action, and in any of those events, Defendants expressly reserve the right to
19 oppose certification of the Class; (vii) any payments made to the Settlement Administrator
20 pursuant to this agreement, including any interest accrued thereon, will revert back to Defendants;
21 and (viii) the parties shall be equally responsible for the Settlement Administration Costs incurred
22 to date, not to exceed a total of \$19,970.00. Invalidity of any material portion of this Settlement
23 shall invalidate this Settlement in its entirety unless the Parties agree in writing that the remaining
24 provisions shall remain in full force and effect.

25 67. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
26 request the preliminary approval of the Settlement Agreement, and the entry of a Preliminary
27 Approval for: (i) conditional certification of the Settlement Class for settlement purposes only,
28 (ii) preliminary approval of the proposed Settlement Agreement, and (iii) setting a date for a Final

1 Approval/Settlement Fairness Hearing. The Preliminary Approval will provide for the Notice to
2 be sent to all Class Members as specified in this Settlement Agreement. In conjunction with the
3 preliminary approval motion, Plaintiff will submit this Settlement Agreement, which sets forth
4 the terms of this Settlement and will include the proposed Notice. Prior to Plaintiff applying to
5 the Court for preliminary approval of the Settlement Agreement, Class Counsel shall submit the
6 Settlement Agreement to the LWDA in conformity with California Labor Code § 2699(I)(2).

7 68. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of
8 the deadlines to fax or postmark Request for Exclusion or submit objections to the Settlement
9 Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will
10 be conducted to determine the Final Approval of the Settlement Agreement along with the
11 amounts properly payable for (i) Individual Settlement Payments and Individual PAGA
12 Payments; (ii) the Class Counsel Fees and Costs; (iii) the Class Representative Enhancement
13 Payment; (iv) payment to LWDA for PAGA penalties; and (v) all Settlement Administration
14 Expenses. Class Counsel will be responsible for drafting all documents necessary to obtain final
15 approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs
16 application to be heard at the Final Approval/Settlement Fairness Hearing.

17 69. Judgment and Continued Jurisdiction. Upon final approval of the Settlement
18 Agreement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will
19 present a proposed Judgment to the Court for its approval. Pursuant to California Rules of Court,
20 Rule 3.771(b), the Settlement Administrator shall post on its website a copy of the Judgment for
21 a period of thirty days from the date the Court signs the Judgment. After entry of the Judgment,
22 the Court will have continuing jurisdiction pursuant to California *Code of Civil Procedure* section
23 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the
24 Settlement Agreement, (ii) settlement administration matters, and (iii) such post- Judgment
25 matters as may be appropriate under court rules or as set forth in this Settlement Agreement.
26 Upon entry of the Judgment by the Court, Class Counsel shall submit the Judgment to the LWDA
27 in conformity with California Labor Code § 2699(I)(3).

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1 70. Exhibits Incorporated by Reference. The terms of this Settlement Agreement
2 include the terms set forth in any attached Exhibits, which are incorporated by this reference as
3 though fully set forth in this Settlement Agreement. Any Exhibits to this Agreement are an
4 integral part of the Settlement Agreement.

5 71. Entire Agreement. This Settlement Agreement and any attached Exhibits
6 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written
7 or oral agreements may be deemed binding on the Parties. The Parties expressly recognize
8 California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a),
9 which provide that a written agreement is to be construed according to its terms and may not be
10 varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or
11 written representations or terms will modify, vary or contradict the terms of this Agreement.

12 72. Amendment or Modification. This Settlement Agreement may be amended or
13 modified only by a written instrument signed by counsel for all Parties or their successors-in-
14 interest.

15 73. Resolving Disputes. If the Parties are unable to reach agreement on the form or
16 content of any document needed to implement the Settlement Agreement, or on any supplemental
17 provisions that may become necessary to effectuate the terms of this Settlement Agreement, the
18 Parties may seek the assistance of the Court to resolve such disagreement.

19 74. Binding on Successors and Assigns. This Settlement Agreement will be binding
20 upon, and inure to the benefit of, the successors or assigns of the Parties to this Settlement
21 Agreement, as previously defined.

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

27 76. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
28 this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have

1 arrived at this Settlement Agreement after arm's-length negotiations and in the context of
2 adversarial litigation, taking into account all relevant factors, present and potential. The Parties
3 further acknowledge that they are each represented by competent counsel and that they have had
4 an opportunity to consult with their counsel regarding the fairness and reasonableness of this
5 Settlement Agreement.

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

10 78. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however,
11 that Plaintiff or Class Counsel may appeal any reduction in the Class Counsel Fees and Costs
12 below the amount requested from the Court.

13 79. Captions. The captions and section numbers in this Agreement are inserted for the
14 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
15 provisions of this Agreement.

16 80. Waiver. No waiver of any condition or covenant contained in this Agreement or
17 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
18 constitute a further waiver by such party of the same or any other condition, covenant, right or
19 remedy.

20 81. Enforcement Actions. In the event that one or more of the Parties institutes any
21 legal action or other proceeding against any other Party to enforce the provisions of this
22 Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement,
23 the successful Party will be entitled to recover from the unsuccessful Party reasonable attorneys'
24 fees and statutory costs, including expert witness fees incurred in connection with any
25 enforcement actions. Any action to enforce this Agreement against one of Defendants for failure
26 to fund the Gross Settlement Amount shall only exist against the Defendant(s) who failed to fund
27 this Agreement pursuant to the allocations provided herein.

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1 82. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
2 and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not
3 be construed more strictly against one party than another merely by virtue of the fact that it may
4 have been prepared by counsel for one of the Parties, it being recognized that, because of the
5 arms-length negotiations between the Parties, all Parties have contributed to the preparation of
6 this Agreement.

7 83. Representation By Counsel. The Parties acknowledge that they have been
8 represented by counsel throughout all negotiations that preceded the execution of this Settlement
9 Agreement, and that this Settlement Agreement has been executed with the consent and advice
10 of counsel.

11 84. All Terms Subject to Final Court Approval. All amounts and procedures described
12 in this Settlement Agreement will be subject to final Court approval.

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

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

21 87. No Admission of Liability. Nothing contained in this Settlement Agreement shall
22 be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the
23 part of Defendants. Defendants expressly deny any and all liability. Neither the acceptance nor
24 the performance by Defendants of the terms contained in this Agreement nor any of the related
25 negotiations or proceedings is or shall be claimed to be, construed as, or deemed a precedent or
26 an admission by Defendants of the truth of any allegations in any version of the Complaint. Each
27 of the Parties has entered into this Settlement Agreement with the intention to avoid further
28 disputes and litigation, and the attendant inconvenience and expense, and to fully and forever buy

1 their respective peace. This Settlement Agreement shall be inadmissible in evidence in any action
2 or proceeding, by any party, except an action or proceeding by one of the Parties to approve,
3 interpret, or enforce the Settlement Agreement's terms. Neither this Settlement Agreement, nor
4 any of its terms, nor the Settlement itself, will be: (a) construed as, offered, or admitted in
5 evidence as, received as, or deemed to be evidence for any purpose adverse to Defendants or any
6 other of the Released Parties, including but not limited to, evidence of a presumption, concession,
7 indication, or admission by any of the Released Parties of any liability, fault, wrongdoing,
8 omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any
9 of the Released Parties in any further proceeding in the Action, except for the purposes of
10 effectuating the Settlement pursuant to this Agreement or for Defendants to establish that a Class
11 Member has resolved any of his or her claims released through this Agreement, including in any
12 judicial, quasi-judicial, administrative, or governmental proceeding.

13 88. Communications. The Parties and their counsel agree that they will not publicize
14 or issue or post any press releases, website publications, advertising, or marketing, or initiate any
15 contact with the media about this case or the parties involved, including the fact, amount, or terms
16 of the Settlement. If counsel for either Party receives an inquiry about the Settlement from the
17 media, counsel may only respond that a settlement has been reached. Before the date on which
18 the Parties file their motion for preliminary approval of the Settlement, Plaintiff and Class
19 Counsel will not initiate any contact with Class Members about the Settlement, except that, if
20 contacted by a Class Member, they may respond that a settlement has been reached and that the
21 details will be communicated in a forthcoming Court-approved notice.

22 89. Disputes. Any dispute between the Parties concerning the interpretation or
23 implementation of this Settlement Agreement will be resolved by the Court. Prior to any such
24 resort to the Court, counsel for the Parties will confer in good faith to resolve the dispute. If the
25 Parties are unable to resolve the dispute themselves, the dispute will be submitted to Tripper
26 Ortman, Esq. for mediation before being submitted to the Court, unless the Parties agree
27 otherwise.

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90. Applicable Law. All terms and conditions of this Stipulation and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law or choice of law principles and any dispute arising out of this shall be venued in Kern County.

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 19/03/2026

Carmen Boone

Maria Del Carmen Gaona

DEFENDANT

Dated: 4/01/2020

[Handwritten signature]

By:

On behalf of Coronado Labor Contracting

DEFENDANT

Dated: 4/29/2026

Jeffrey Giumarra
Jeffrey.Giumarra@Arc 23 2020 12:12:35 EDT

By:

On behalf of Giumarra Farms, Inc.