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*Attorneys for Plaintiff Margarita Gomez Jimenez,
 An Aggrieved Employee of Defendants,
 on Behalf of the State of California's
 Labor and Workforce Development Agency
 for All Aggrieved Employees of Defendants*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF SAN DIEGO**

MARGARITA GOMEZ JIMENEZ, An
 Aggrieved Employee of Defendants, on Behalf
 of the State of California's Labor and
 Workforce Development Agency for All
 Aggrieved Employees of Defendants,

Plaintiff,

v.

OLIVE HOLDINGS, LLC, a California
 Limited Liability Corporation; and DOES 1-
 100, Inclusive,

Defendants.

Case No. 37-2021-00048293-XU-OE-CTL

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

The Hon. Richard S. Whitney, Dept. C-68

Action Filed: November 12, 2021
 Trial Date: Not Set

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6 *Attorneys for Defendant Olive Holdings, LLC*
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IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff MARGARITA GOMEZ JIMENEZ, on behalf of the State of California as PAGA Representative, and herself and each of the other aggrieved employees ("Plaintiff") and Defendant OLIVE HOLDINGS, LLC ("Defendant"), hereby jointly stipulate to, and enter into this, Settlement Agreement and Release of Private Attorneys General Act of 2004 Claims ("Settlement") as follows:

I. DEFINITIONS

As used in this Settlement, the following terms shall have the following meanings:

1. **"Action"** shall mean the civil action entitled *Margarita Gomez Jimenez v. Olive Holdings, LLC.*, filed in the Superior Court for the County of San Diego on or about November 12, 2021, designated as Case No. 37-2021-00048293-XU-OE-CTL.

2. **"Defendant"** shall mean Olive Holdings, LLC.

3. **"Defense Counsel"** shall mean Grace Y Horoupian and Sean T. Kingston, Fisher & Phillips LLP.

4. **"Gross Settlement"** shall mean Defendant's maximum funding obligation under this Stipulation. The Gross Settlement amount is the sum of Three Hundred Fifteen Thousand Dollars (\$315,000.00), which includes payment of all claims under PAGA, payment of the Settlement Administration Costs, Attorneys' Fees, Litigation Expenses, and Service Award.

5. **"Litigation Expenses"** shall mean those expenses and costs of litigation incurred by Plaintiff's counsel in prosecuting the Action and approved for reimbursement by the Court as set forth in Section IV(B) of this Stipulation.

6. **"LWDA"** shall mean the California Labor & Workforce Development Agency.

7. **"PAGA"** shall mean the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*

8. **"PAGA Fund"** shall mean the Gross Settlement amount after deducting Plaintiff's Counsel Payment, Settlement Administration Costs, and any court-approved Service Award. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA and twenty-five percent (25%) of the PAGA Fund will be allocated among the PAGA Group based on his or her proportionate share of the weeks worked during the PAGA Period.

1 9. **“PAGA Period”** shall mean September 3, 2020 to March 16, 2023.

2 10. **“PAGA Group”** shall mean Defendant’s California non-exempt employees who
3 worked for Defendant in the State of California at any time from September 3, 2020 to March 16,
4 2023. It is estimated there are 389 members of the PAGA Group.

5 11. **“Plaintiff”** shall mean Margarita Gomez Jimenez individually and in her capacity as
6 a representative of the State of California on behalf of other members of the PAGA Group.

7 12. **“Plaintiff’s Counsel”** collectively refers to Boucher LLP and Law Offices of Sahag
8 Majarian II.

9 13. **“Parties”** collectively refers to Plaintiff and Defendant.

10 14. **“Released Claims”** shall mean any and all claims relating to any and all facts and
11 claims asserted in the Action or any other claims, under PAGA, based on the facts alleged, including
12 but not limited to any and all claims for civil penalties under the PAGA, California Labor Code §
13 2698, *et seq.*, that are based upon or arise from the factual allegations alleged in the Complaint
14 and/or Plaintiff’s LWDA PAGA Notice, arising during the PAGA Period, including for: the failure
15 to properly pay all minimum wages (including any and all theories related to “off the clock work,”
16 incorrect calculation of the “regular rate of pay,” or reporting time pay), overtime wages, to provide
17 lawful meal periods or compensation in lieu thereof, to authorize or permit lawful rest breaks or
18 provide compensation in lieu thereof, to provide accurate itemized wage statements, and timely pay
19 all wages during employment and upon separation of employment, and for violation of and/or based
20 on California Labor Code §§ 201-203, 204, 210, 226, 226(a), 226.7, 510, 512, 558, 1174, 1174.5,
21 1194, 1194.2, 1197, 1197.1, 1198, 1199, and Sections 11 and 12 of the IWC Wage Orders.

22 15. **“Released Parties”** shall mean Defendant, its affiliated companies and their
23 respective parent companies, subsidiaries, affiliates, shareholders, members, agents (including,
24 without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past,
25 present or future officers, directors and employees) predecessors, successors, and assigns.

26 16. **“Settlement Administrator”** shall mean ILYM Group, Inc., or other mutually
27 agreed upon qualified, third-party settlement administrator designated by the Parties to accept
28 payment under the terms of this Agreement and distribute those funds in accordance with the terms

1 of this Agreement.

2 **II. RECITALS**

3 1. On September 3, 2021, Plaintiff's Counsel sent a letter to the LWDA in compliance
4 with California Labor Code section 2699.3. Plaintiff seeks to represent herself and all "aggrieved
5 employees" who worked at Olive Holdings, LLC's facilities in the State of California.

6 2. After administrative remedies were exhausted under the procedures of the Private
7 Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698, *et seq.*, on November 12, 2021,
8 Plaintiff commenced this "wage and hour" PAGA action against Defendant in the Superior Court
9 of California for the County of San Diego, asserting the following underlying claims on behalf of
10 herself and all aggrieved employees: (1) failure to compensate for all hours worked (Lab. Code §§
11 1194, 1197, 1198); (2) failure to compensate for all overtime hours worked (Lab. Code § 510); (3)
12 failure to provide proper meal periods and/or premium pay at the regular rate of pay for non-
13 compliant meal periods (Lab. Code §§ 226.7, 512, 558, 1198, 1199); (4) failure to provide proper
14 rest periods and/or premium pay for non-compliant rest periods (Lab. Code §§ 226.7, 558, 1197,
15 1198, 1199); (5) failure to furnish complete and accurate itemized wage statements (Lab. Code §
16 226(a)); and (6) failure to timely pay all wages due within the time permitted upon separation of
17 employment (Lab. Code §§ 201-203).

18 3. On March 16, 2023, the Parties engaged in arm's length negotiations presided over
19 by neutral third-party mediator Mark J. Feder, Esq. Through these good-faith and arms-length
20 negotiations, the Parties, represented by their respective counsel, recognized the substantial risk of
21 an adverse result in the Action and agreed to settle the Action and all other matters covered by this
22 Settlement with the assistance of Mr. Feder.

23 4. Counsel for all Parties have thoroughly investigated the facts relating to the claims
24 alleged in the operative complaint and have made a thorough study of the legal principles applicable
25 to the claims asserted against Defendant. Based on their investigation and evaluation of this case,
26 Plaintiff's Counsel has concluded that the settlement is fair, reasonable, and adequate in light of all
27 known facts and circumstances, the defenses asserted by Defendant, potential adverse findings
28 regarding liability, and numerous potential appellate issues.

1 5. Defendant denies, and continues to deny, each and every claim and contention
2 alleged in the Action, and have always maintained that it has never engaged in any unlawful acts
3 regarding any of the matters alleged in the Action.

4 **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and conditions
5 set forth, the Parties agree as follows:

6 **III. NON-ADMISSION OF LIABILITY**

7 A. Based on the factual and legal issues involved, the expense and time necessary to
8 prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, the
9 difficulty of proof necessary to establish a class for purposes of liability, and the relative benefits
10 to the PAGA Group of an expeditious resolution to the Action, the Parties have concluded that the
11 terms set forth in this Settlement are fair, reasonable, adequate and in the best interests of the
12 PAGA Group.

13 B. By entering into this Settlement, Defendant denies any liability for any of the
14 claims in the Action, as well as any other potential or unknown claims based on wage and hour
15 violations under state or federal law. Neither this Settlement, nor any document referred to or
16 contemplated herein, nor any action taken to carry out this Settlement, is, may be construed as, or
17 may be used as, an admission, concession, or indication by or against Defendant of any unlawful
18 conduct, fault, wrongdoing or liability whatsoever. Defendant specifically denies it has engaged
19 in any unlawful or wrongful conduct against Plaintiff or the PAGA Group.

20 **IV. TERMS OF THE PAGA SETTLEMENT**

21 **A. The Gross Settlement**

22 Defendant shall pay a settlement payment in a total amount not to exceed Three Hundred
23 Fifteen Thousand Dollars (\$315,000.00). The Gross Settlement shall include payment of all claims
24 under PAGA, payment of the Settlement Administrative Costs, Attorneys' Fees, Litigation
25 Expenses, and Service Award to Plaintiff.

26 **B. Deposit of Gross Settlement**

27 1. The Settlement Administrator shall establish a Qualified Gross Settlement
28 pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the

1 Settlement. The Settlement Administrator shall furnish the Qualified Gross Settlement with its own
2 Employer ID Number and calculate all settlement checks based on information that will be
3 confidentially furnished by Defendant.

4 2. Defendant shall deposit the Gross Settlement with the Settlement
5 Administrator in three installments as follows:

6 a. **First Installment:** \$105,000.00 within thirty (30) days after Court
7 approval of the settlement.

8 b. **Second Installment:** \$105,000.00 within ninety (90) days after Court
9 approval of settlement.

10 c. **Third Installment:** \$105,000.00 within one hundred twenty (120)
11 days after Court approval of the settlement.

12 If payment is due on a Saturday, Sunday or holiday, the payment will be due the next
13 business day which is not a Saturday, Sunday or holiday.

14 **C. Escalation of Gross Settlement**

15 Defendant estimates the PAGA Group represents approximately 10,450 pay periods as of
16 March 16, 2023, and this estimate serves as the basis for Plaintiff's accepting the settlement.
17 Should the number of pay periods increase by more than 10%, the payout will increase
18 proportionately over the 10% grace (i.e. meaning if the pay periods increase by 11% the settlement
19 will increase by 1%). However, if the escalator clause is triggered, Defendants may alternatively
20 choose to end the PAGA Period on the date that the increase would otherwise be triggered.

21 **D. Plaintiff's Counsel Payment of Attorneys' Fees and Costs**

22 1. Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not
23 to exceed thirty-three and one-third percent (33 1/3%) of the Gross Settlement and reimbursement
24 of Litigation Expenses as approved by the Court ("Plaintiff's Counsel Payment"). Plaintiff's
25 Counsel will be responsible for submitting all documents to support their request for attorneys' fees
26 and reimbursement of Litigation Expenses.

27 2. Defendant will not oppose or object to Plaintiff's Counsel's application for
28 attorneys' fees, not to exceed thirty-three and one-third percent (33 1/3%) of the Gross Settlement

1 and request for reimbursement of Litigation Expenses. The attorneys' fees and costs for approval
2 by the Court shall encompass all work performed, and costs and expenses, related to the
3 investigation, prosecution, and settlement of the Action incurred through dismissal of the Action
4 with prejudice.

5 3. In the event that the Court does not approve of the requested Plaintiff's
6 Counsel Payment amount, or the Court alters the payment methodology described herein, Plaintiff's
7 Counsel agrees not to seek additional review of the amount approved by the Court, and this
8 Settlement will be enforceable.

9 4. The Plaintiff's Counsel Payment shall be paid from the Gross Settlement.
10 Any reductions by the Court of Plaintiff's Counsel's request for attorneys' fees or costs shall revert
11 to the PAGA Fund. Plaintiff's Counsel shall be paid any Court-approved fees and costs no later than
12 fifteen (15) days after the third and final installment of the Gross Settlement is deposited with the
13 Settlement Administrator.

14 **E. Service Award to Plaintiff**

15 1. Subject to Court approval, Defendant agrees to pay Plaintiff service award of
16 up to Six Thousand Five Hundred Dollars (\$6,500.00), to be paid from the Gross Settlement, in
17 recognition of Plaintiff's effort and service to the State of California and PAGA Group as the PAGA
18 representative, and for her general release of claims against Defendant and other Released Parties,
19 which shall be in addition to any payments she may otherwise receive as an Aggrieved Employee
20 ("Service Award").

21 2. Defendant will not oppose Plaintiff's request for the Service Award. Plaintiff
22 will be responsible for correctly characterizing this compensation for tax purposes and for paying
23 any taxes owing on said amount. The Parties agree that a reduction by the Court of the requested
24 Service Award is not a basis for rendering the entire Settlement voidable or unenforceable. Any
25 reductions by the Court of the Service Award shall revert to the PAGA Fund.

26 3. Plaintiff's Service Award shall be paid from the Gross Settlement no later
27 than fifteen (15) days after the third and final installment of the Gross Settlement is deposited with
28 the Settlement Administrator. The Settlement Administrator shall issue Plaintiff an IRS Form 1099-

1 MISC for her Service Award. The Service Award shall be in addition to Plaintiff's Individual
2 Settlement Payment from the PAGA Fund.

3 **F. Settlement Administration Fees and Costs**

4 1. Settlement administration will be administered by qualified, third-party
5 settlement administrator, ILYM Group, Inc. ("Settlement Administrator"). The Parties agree that
6 the Settlement Administrative Costs shall be paid from the Gross Settlement. This includes all fees
7 and costs for postage, envelopes, and computer searches to locate addresses; and expenses of the
8 Settlement Administrator to implement and complete the settlement process according to the terms
9 of this Settlement, to calculate payments to individual PAGA Group members, any cost associated
10 with the escheatment process for any uncashed or undeliverable settlement checks, to prepare any
11 necessary tax documents for members of the PAGA Group and any other related fees and costs (the
12 "Settlement Administrative Costs").

13 2. The settlement administration fees and costs are estimated to not exceed Five
14 Thousand Five Hundred Dollars (\$5,500), and it shall be paid from the Gross Settlement. Any
15 reductions by the Court or any unused amount shall revert to the PAGA Fund.

16 **G. PAGA Fund**

17 1. After deducting the Plaintiff's Counsel Payment, Settlement Administration
18 Costs, and any court-approved Service Award, the remainder of the Gross Settlement shall be
19 allocated toward payment to the LWDA and PAGA Group.

20 2. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA and
21 twenty-five percent (25%) of the PAGA Fund will be allocated among the PAGA Group based on
22 his or her proportionate share of the pay periods worked during the PAGA Period.

23 **V. COMPUTATION AND DISTRIBUTION OF TOTAL GROSS SETTLEMENT**

24 **A. Formula for Calculating Share of PAGA Fund**

25 The portion of the PAGA Fund that is paid to each member of the PAGA Group shall be
26 determined based on the following formula:

27 1. The payment to the PAGA Group will be based on the number of pay periods
28 by each Aggrieved Employee during the PAGA Period. The amount to be paid per pay period

1 worked by an Aggrieved Employee will be calculated by dividing the number pay periods worked
2 by each member of the PAGA Group in the PAGA Period divided by the total number of pay periods
3 worked by all members of the PAGA Group.

4 2. Defendant shall provide records showing the total pay periods worked by
5 members of the PAGA Group who were its employees during the PAGA Period. Defendant's
6 records shall be determinative for purposes of calculating the number of pay periods worked and
7 any payments to PAGA Group.

8 **B. Distribution of PAGA Fund**

9 1. Defendant shall provide the Settlement Administrator with a list of the names
10 and addresses of the PAGA Group, to be furnished within ten (10) days after the Court issues an
11 Order approving the Settlement. The contact information is being provided confidentially to the
12 Settlement Administrator only, and the Settlement Administrator shall treat the information as
13 private and confidential and take all necessary precautions to maintain the confidentiality of contact
14 information of the PAGA Group. This information is to be used only to carry out the Settlement
15 Administrator's duties as specified in this Settlement.

16 2. Within fifteen (15) days after receipt of the third and final installment of the
17 Gross Settlement, the Settlement Administrator shall pay to the LWDA an amount equivalent to
18 seventy-five percent (75%) of the PAGA Fund, or as otherwise directed by the Court.

19 3. Within fifteen (15) days after receipt of the third and final installment of the
20 Gross Settlement, the Settlement Administrator shall distribute to the PAGA Group their individual
21 portion of the PAGA Fund (the "Individual Payment"), or as otherwise directed by the Court.

22 4. The Settlement Administrator will mail the notice attached hereto as **Exhibit**
23 **A** together with the Individual Payment to the PAGA Group at their last known address, together
24 with their Settlement Payments. The Settlement Administrator shall make a reasonable, industry-
25 standard effort to locate an updated address for any notice returned as undeliverable.

26 5. Individual Payment checks payable to PAGA Group must be cashed within
27 one hundred eighty (180) calendar days after issuance. If an Individual Payment check is returned
28 to the Settlement Administrator, the Settlement Administrator will make reasonable efforts to re-

1 mail it to the member of the PAGA Group at his or her correct address, if ascertained. All checks
2 mailed to the PAGA Group that are not cashed within 180 days of issuance are deemed void and
3 shall be paid to the Controller of the State of California within thirty (30) calendar days of their
4 expiration, to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*,
5 for the benefit of those members of the PAGA Group who did not cash their checks, until such time
6 that they claim their property. If requested by the Court, Plaintiff's Counsel and Defense Counsel
7 shall report to the Court the total value of checks cashed by the PAGA Group (and the total amount
8 that was uncashed by the PAGA Group) at a date set by the Court after the close of the 180-day
9 period.

10 6. The Settlement Administrator shall not disburse any settlement funds except
11 as provided herein, as ordered by the Court, or as agreed upon, in writing, by Defense Counsel and
12 Plaintiff's Counsel. Subject to further orders and/or directions as may be made by the Court, the
13 Settlement Administrator is authorized to execute such transactions on behalf of the PAGA Group
14 as are consistent with the terms of this Stipulation.

15 7. No later than January 31 of the year following payment of their individual
16 portion of the PAGA Fund, the Settlement Administrator will prepare and issue IRS Form 1099 to
17 members of the PAGA Group who received a payment.

18 **VI. CLAIMS RELEASED BY THE PAGA GROUP**

19 **A. Claims Released by The LWDA and all Members of The PAGA Group**

20 Upon the date of entry of an order by the Court in this Action approving this Settlement,
21 the LWDA and the PAGA Group, including Plaintiff, fully release and forever discharge the
22 Released Parties from any and all Released Claims. As a result of this release, the PAGA Group
23 will be unable to bring a claim under, or recover in any other claim brought under, the California
24 Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*, for any violations of the
25 Released Claims that took place during the PAGA Period.

26 **B. Tax Treatment And Tax Indemnification**

27 Payments to the PAGA Group are classified as 100% as interest and penalties and
28 accordingly none of the Net Settlement is taxable. PAGA Group release any and all claims that

1 they have or may have against Defendant for any claims, demands, deficiencies, levies,
2 assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries
3 related to any payments made under this Settlement or any compensation provided at any time by
4 Defendants or any of the Released Parties. If a member of the PAGA Group has questions about
5 any liability to any state or federal taxing authority, they should contact the Settlement
6 Administrator. Members of the PAGA Group should not contact Defendant, any of the Released
7 Parties, or Defense Counsel.

8 Each party to this Agreement acknowledges and agrees that (1) no provision of this
9 Agreement, and no written communication or disclosure between or among the parties or their
10 attorneys and other advisers, is or was intended to be, nor shall any such communication or
11 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
12 States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) each party to this
13 Agreement (a) has relied exclusively upon his, her or its own, independent legal and tax advisers
14 for advice (including tax advice) in connection with this Agreement, (b) has not entered into this
15 Agreement based upon the recommendation of any other party or any attorney or advisor to any
16 other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or
17 adviser to any other party to avoid any tax penalty that may be imposed on the party; and (3) no
18 attorney or adviser to any other party has imposed any limitation that protects the confidentiality
19 of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally
20 binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any
21 transaction, including any transaction contemplated by this Agreement.

22 **C. Claims Released by Plaintiff**

23 1. In addition to the Released Claims, upon the date of entry of an order by the
24 Court in this Action approving this Settlement, Plaintiff will generally release any and all claims
25 against the Released Parties. This general release of all claims includes any and all complaints,
26 claims, liabilities, obligations, promises, agreements, controversies, damages, costs, losses, debts
27 and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever,
28 including but not limited to claims arising from the California Constitution; the California Labor

Code, California Business and Professions Code §17200 *et seq.*, the Older Workers' Benefit Protection Act; the Private Attorneys General Act of 2004 pursuant to *Arias v. Superior Court* (2009) 46 Cal.4th 969; and claims of defamation and/or libel, or any other damage to reputation claims; breach of implied contract or for claims of a breach of the covenant of good faith and fair dealing, as well as any other express or implied covenant; or any other statute or common law principle of similar effect, known or unknown, which the person giving this release now has, owns, or holds, or claims to have, own or hold, or which said person at any time heretofore had, owned, or held, or claimed to have, own, or hold or which said person at any time hereinafter may have, own, or hold, or claim to have, own, or hold, against the Defendant, arising from acts, events, or circumstances occurring on or before the effective date of this Agreement.

2. As to the foregoing claims, Plaintiff expressly waives the benefits of California Civil Code section 1542. Civil Code section 1542 provides:

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

VII. MISCELLANEOUS PROVISIONS

A. Voiding The Settlement

A failure of the Court to approve any material condition of this Settlement shall render the entire Settlement voidable and unenforceable as to Plaintiff and Defendant, at the option of Plaintiff or Defendant. However, if the Court does not approve the Settlement, the Parties shall request leave to work jointly to attempt to modify the Settlement in order to obtain the Court's approval. Each party may exercise its option to void this Settlement as provided above by giving notice, in writing, to the other parties, and to the Court, within five (5) days after the Order granting approval of the Settlement has been received by the party seeking to void the Settlement.

B. Submission to LWDA

Within 10 days after entry of a Judgement or Order approving, denying, or modifying the

1 award of civil penalties contemplated by this Settlement, the Parties shall submit a copy of the
2 Judgement or Order to the LWDA pursuant to Labor Code section 2699(I)(3).

3 **C. Mutual Full Cooperation**

4 Plaintiff, Defendant, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate
5 with each other to accomplish the terms of this Settlement, including, but not limited to, taking
6 such action as may reasonably be necessary to implement the terms herein. The Parties agree to
7 use their best efforts and any other efforts that may become necessary by Order of the Court, or
8 otherwise, to effectuate this Settlement.

9 **D. Parties' Authority**

10 The signatories hereto represent that they are fully authorized to enter into this Settlement.

11 **E. Binding Nature of The Settlement**

12 1. This Settlement shall be binding upon, and inure to the benefit of, the
13 successors or assigns of the Released Parties. Plaintiff represents, covenants, and warrants that he
14 has not directly or indirectly, assigned, transferred, encumbered, any claim, demand, action, cause
15 of action or rights released in the Released Claims in this Settlement. This Settlement also shall be
16 binding upon Plaintiff and the PAGA Group.

17 2. This Settlement may be amended or modified only by a written instrument
18 signed by Plaintiff's Counsel and Plaintiff, as well as Defense Counsel and Defendant. No rights
19 under this Settlement may be waived except in writing.

20 3. This Settlement and any attached exhibits constitute the entire agreement
21 between Plaintiff and Defendant relating to the terms contained herein. All prior or
22 contemporaneous agreements, understandings and statements, whether oral or written, whether
23 express or implied, and whether by a party or its counsel, concerning this Settlement are merged
24 herein. No oral or written representations, warranties or inducements have been made to any party
25 concerning this Settlement or its exhibits other than the representations, warranties and covenants
26 contained and memorialized in such documents.

27 4. Paragraph titles or captions contained herein are inserted as a matter of
28 convenience and for reference, and in no way define, limit, extend, or describe the scope of this

1 Settlement or any of its provisions. Each term of this Settlement is intended to be contractual and
2 not merely a recital.

3 **F. Joint Drafting of Settlement Documents**

4 1. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a
5 result of a series of arm's-length negotiations, taking into account all relevant factors, present and
6 potential.

7 2. This Settlement has been drafted jointly by Plaintiff's Counsel and Defense
8 Counsel and, therefore, in any construction or interpretation of this Settlement, the same shall not
9 be construed against any of the Parties.

10 3. Plaintiff and Plaintiff's Counsel agree that none of the documents provided
11 to them by Defendant shall be used for any purpose other than the settlement of this Action.
12 Specifically, none of the documents provided shall be used to pursue any subsequent claims or
13 litigation against Defendant or the Released Parties.

14 **G. Execution of The Settlement**

15 This Settlement may be executed in one or more counterparts and by facsimile, PDF,
16 electronic mail, or original signature. All executed copies of this Settlement and photocopies
17 thereof shall have the same force and effect and shall be as legally binding and enforceable as the
18 original.

19 **H. No Press Release or Publicity Regarding The Terms of Settlement**

20 Plaintiff and Plaintiff's Counsel, as well as Defendant and Defense Counsel, agree that
21 they will not issue any media or press release, initiate any contact with the media or the press,
22 respond to any media or press inquiry or have any communications with the media or the press
23 about the fact, amount or terms of this Settlement. Plaintiff and Plaintiff's Counsel shall not
24 publicize or refer to the fact or amount of the Settlement, on their websites, social media, any other
25 marketing materials, or legal publication. Plaintiff and Plaintiff's Counsel will not state on their
26 websites, social media, any other marketing materials, or legal publications, that Defendant
27 engaged in any act contrary to California law, or denied payment owed to individuals classified as
28 independent contractors or employees, or otherwise disparage Defendant, or otherwise identify

Defendant. Defendant shall be allowed to report the Settlement or results of this lawsuit if required to do so by public disclosure regulatory requirements or with respect to any financial or other disclosures which in their judgment are necessary.

I. Continuing Jurisdiction of The Court

Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the administration of the benefits of this Settlement.

ACCEPTED AND AGREED:

Dated: June ³⁰, 2023



Plaintiff Margarita Gomez Jimenez

Dated: June 30, 2023



Alexander Gamez
Counsel for Plaintiff Margarita Gomez Jimenez

7/6/2023

Dated: ~~June~~ xxxxxx, 2023

DocuSigned by:

3142D9828E6E4A2...

Sahag Majarian II
Counsel for Plaintiff Margarita Gomez Jimenez

Dated: June 30, 2023



on behalf of Defendant Olive Holdings, LLC

July 6, 2023

Dated: ~~June~~ xxxxxx, 2023



Grace Y. Horoupian
Sean T. Kingston
Counsel for Defendant Olive Holdings, LLC

Exhibit A

Settlement Administrator

Address Line

Address Line

IMPORTANT LEGAL MATERIALS

CLMNT_IDNO - UAA - <<SequenceNo>>

<<Name1>>

<<Name2>>

<<Address1>>

<<Address2>>

<<City>> <<State>> <<Zip10>>

<<CountryName>>

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Margarita Gomez Jimenez v. Olive Holdings, LLC.

(San Diego County Superior Court, Case No. 37-2021-00048293-XU-OE-CTL)

I. NOTICE OF PAGA SETTLEMENT

The San Diego County Superior Court (the “Court”) has approved a settlement in the above-captioned action filed by Margarita Gomez Jimenez (“Plaintiff”) on behalf of herself, the State of California, and all other “aggrieved employees” against Olive Holdings, LLC. (“Defendant”).

In this lawsuit, Plaintiff alleges that Defendant violated the California Labor Code by: (1) failing to pay for all hours worked; (2) failing to pay for all overtime compensation; (3) failing to provide timely, off-duty meal periods or compensation for meal period violations; (4) failing to authorize and permit timely, off-duty rest periods or compensation for rest period violations; (5) failing to furnish complete and accurate itemized wages statements and (6) failing to timely pay all final wages owed upon separation of employment. Plaintiff is solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under the Private Attorneys General Act (“PAGA”).

Defendant denies these allegations. Defendant maintains that it was in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

The Court has not made a determination about Plaintiff’s allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

You are receiving this Notice because you are in the group of employees referred to as the “PAGA Group,” which is defined as: Defendant’s California non-exempt employees who worked for Defendant in the State of California at any time from September 3, 2020 to March 16, 2023.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

Pursuant to the terms of the Settlement Agreement, your individual PAGA payment is estimated to be <<CheckAmount>>.

Each individual PAGA payment was calculated on a pro rata basis (i.e., proportional) based on the number pay periods worked by each member of the PAGA Group in the PAGA Period divided by the total number of pay periods worked by all members of the PAGA Group.

“PAGA Period” refers to the time period from September 3, 2020 to March 16, 2023.

III. RELEASE

The Court has approved the parties’ Settlement Agreement (“Settlement”). By operation of the Settlement’s terms, the LWDA and members of the PAGA Group, including Plaintiff, fully release and forever discharge the Released Parties from any and all Released

Claims. As a result of this release, members of the PAGA Group will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*, for any violations of the Released Claims that took place during the PAGA Period.

“Released Parties” means Defendant, its affiliated companies and their respective parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns.

“Released Claims” means any and all claims relating to any and all facts and claims asserted in the Action or any other claims, under PAGA, based on the facts alleged, including but not limited to any and all claims for civil penalties under the PAGA, California Labor Code § 2698, *et seq.*, that are based upon or arise from the factual allegations alleged in the Complaint and/or Plaintiff’s LWDA PAGA Notice, arising during the PAGA Period, including for: the failure to properly pay all minimum wages (including any and all theories related to “off the clock work,” incorrect calculation of the “regular rate of pay, ” or reporting time pay), overtime wages, to provide lawful meal periods or compensation in lieu thereof, to authorize or permit lawful rest breaks or provide compensation in lieu thereof, to provide accurate itemized wage statements, and timely pay all wages during employment and upon separation of employment, and for violation of and/or based on California Labor Code §§ 201-203, 204, 210, 226, 226(a), 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and Sections 11 and 12 of the IWC Wage Orders.

IV. SETTLEMENT ADMINISTRATOR

You may call the Settlement Administrator, [REDACTED] toll free at 1(XXX) XXX-XXXX with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the Controller of the State of California within thirty (30) calendar days of their expiration, to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, for the benefit of those members of the PAGA Group who did not cash their checks, until such time that they claim their property. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE