

1 **AEGIS LAW FIRM, PC**

SAMUEL A. WONG, State Bar No. 217104

2 KASHIF HAQUE, State Bar No. 218672

JESSICA L. CAMPBELL, State Bar No. 280626

3 ALEXANDER G.L. DAVIES, State Bar No. 328125

4 JAMIE M. LOOS, State Bar No. 346492

9811 Irvine Center Drive, Suite 100

5 Irvine, California 92618

Telephone: (949) 379-6250

6 Facsimile: (949) 379-6251

Email: jcampbell@aegislawfirm.com

7 jloos@aegislawfirm.com

8 Attorneys for Thomas Beltran, individually,
9 and on behalf of all others similarly situated.

10 **GORDON REES SCULLY MANSUKHANI, LLP**

MOLLIE M. BURKS (SBN: 222112)

11 SETH WEISBURST (SBN: 259323)

BRITTANY GREENHILL (SBN: 339382)

12 275 Battery Street, Suite 2000

13 San Francisco, CA 94111

Telephone: 415.986.5900

14 Fax: 415.986.8054

mburks@grsm.com

15 sweisburst@grsm.com

16 bgreenhill@grsm.com

17 *Attorneys for Defendant:*

GEORGE CHIALA FARMS, INC.

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

20 **FOR THE COUNTY OF SANTA CLARA**

21 THOMAS BELTRAN, individually and on behalf
22 of all others similarly situated,

23 Plaintiffs,

24 v.

25 GEORGE CHIALA FARMS, INC.; and DOES 1
26 through 20, inclusive,

27 Defendants.

Case No. 21CV387958

*Assigned for All Purposes to:
Hon. Theodore C. Zayner
Dept. 19*

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE PAGA ACTION
SETTLEMENT**

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of Class
5 and Representative PAGA Action Settlement ("Agreement" or "Settlement").

6 This Agreement is made by and between Named Plaintiff Thomas Beltran ("Named Plaintiff"
7 or "Plaintiff"), the Class Members, and the PAGA Group Members on the one hand, and Defendant
8 George Chiala Farms, Inc. ("CHF" or "Defendant"), on the other hand. Named Plaintiff and
9 Defendant are collectively referred to in this Agreement as "the Parties" or individually referred to
10 as a "Party."

11 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
12 concluded by agreement of Defendant to pay the settlement amount of Six Hundred Ten Thousand
13 Dollars (\$610,000.00) as provided in Section 3.06(a) below ("Gross Settlement Amount") pursuant
14 to the terms and conditions of this Agreement and for the consideration set forth herein, including
15 but not limited to, a release of all claims by Named Plaintiff, the Class Members, and PAGA Group
16 Members, as set forth herein.

17 ARTICLE I

18 DEFINITIONS

19 Unless otherwise defined herein, the following terms used in this Agreement shall have the
20 meanings ascribed to them as set forth below:

21 a. "Action" means the action described as follows: *Thomas Beltran v. George Chiala*
22 *Farms, Inc.*; and DOES 1 through 20, inclusive," Case No. 21CV387958, commenced on October
23 13, 2021, and amended on January 6, 2022, in the Superior Court of the State of California for the
24 County of Santa Clara (also referred to as the "Class and PAGA Action").

25 b. "Agreement" or "Settlement" means this Joint Stipulation of Class and
26 Representative PAGA Action Settlement, including the attached Exhibit(s).

27 c. "Class" or "Class Member(s)" means all current and former non-exempt employees
28 who worked for Defendant in California any time or times between April 13, 2017 through December

1 31, 2022 (the "Class Period"), and excluding any persons who: (1) are currently represented by
2 counsel and have a civil action pending against Defendant; (2) any persons who opt out of the class;
3 and/or (3) signed an arbitration agreement with Defendant that includes a class and/or representative
4 action waiver. "Class Member(s)" includes but is not limited to those former employees identified
5 in Plaintiff's First Amended Complaint as part of the Waiting Time Subclass (those who separated
6 employment between April 13, 2018 and December 31, 2022).

7 d. "Class Counsel" means the attorneys for the Class and PAGA Group Members, who
8 are:

9 AEGIS LAW FIRM, PC
Kashif Haque
10 Samuel A. Wong
Jessica L. Campbell
11 Alexander G.L. Davies
Jamie M. Loos
12 9811 Irvine Center Drive, Suite 100
Irvine, California 92618
13 Telephone: (949) 379-6250
14 Facsimile: (949) 379-6251

15 e. "Class List" means a list to be provided to the Settlement Administrator based on
16 Defendant's business records that identifies the following information: each Class Member's name,
17 last known home or mailing address, either Social Security number or other taxpayer identification
18 number, and the number of Qualifying Workweeks worked during the Class Period.

19 f. "Class Period" means April 13, 2017 through December 31, 2022.

20 g. "Court" means the California Superior Court for the County of Santa Clara, where
21 the Action is currently pending.

22 h. "Date of Finality" means the later of the following: (1) the date the Final Order is
23 signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no
24 appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or
25 other judicial review is taken from the Court's overruling of objections to the settlement, ten (10)
26 days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes
27 final.

28 i. "Defendant" means Defendant George Chiala Farms, Inc..

1 j. “Defense Counsel” means counsel for Defendant:

2 MOLLIE M. BURKS (SBN: 222112)
3 SETH WEISBURST (SBN: 259323)
4 BRITTANY GREENHILL (SBN: 339382)
5 GORDON REES SCULLY MANSUKHANI, LLP
6 275 Battery Street, Suite 2000
7 San Francisco, CA 94111
8 Telephone: (415) 986-5900
9 Facsimile: (415) 986-8054
10 Mburks@grsm.com
11 Sweisburst@grsm.com
12 Bgreenhill@grsm.com

13 k. “Disposition” means the method by which the Court approves the terms of the
14 Settlement and retains jurisdiction over its enforcement, implementation, construction,
15 administration, and interpretation.

16 l. “Final Order Approving Settlement of Class and Representative PAGA Action” or
17 “Final Order” means the final formal court order signed by the Court following the Final Fairness
18 and Approval Hearing in accordance with the terms herein, approving this Agreement.

19 m. “Gross Settlement Amount” means Six Hundred Ten Thousand Dollars
20 (\$610,000.00) to be paid by Defendant as provided by this Agreement to settle the Action. All
21 payments to the Class, PAGA Group Members, the LWDA, administration costs, attorney’s fees and
22 costs, and the Incentive Award, pursuant to Sections 3.06(a)-(g) below, shall be paid out of the Gross
23 Settlement Amount. The employer’s share of payroll taxes arising from the payments made under
24 this settlement shall be paid by Defendant separate from and in addition to the Gross Settlement
25 Amount. The Gross Settlement Amount is subject to a pro rata increase pursuant to Section 3.04(e)
26 below. Other than the employer’s share of payroll taxes arising from the payments made under this
27 settlement and the potential pro rata increase pursuant to Section 3.04(e) below, Defendant shall not
28 pay any additional funds whatsoever as part of this Agreement. No part of the Gross Settlement
Amount shall revert to Defendant.

 n. “Incentive Award” means a monetary amount of up to Two-Thousand Five Hundred
(\$2,500.00) out of the Gross Settlement Amount for Plaintiff Thomas Beltran, subject to Court
approval, in recognition of his effort and work in prosecuting the Action on behalf of Class Members

1 and PAGA Group Members. Any portion of the Class Representative's Incentive Award not awarded
2 to Plaintiff will not revert to Defendant, but instead shall be returned to the Net Settlement Amount
3 for distribution to Participating Class Members.

4 o. "Individual Settlement Payment(s)" means each Participating Class Member's
5 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined
6 by the calculations provided in this Agreement.

7 p. "LWDA" means The State of California Labor and Workforce Development Agency.

8 q. "LWDA Payment" means 75% of the PAGA Settlement Amount which, subject to
9 Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of this Agreement, as provided
10 for below.

11 r. "Motion for Final Approval" means Plaintiff's submission of a written motion,
12 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
13 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
14 to enter a Final Order in the Action.

15 s. "Motion for Preliminary Approval" means Plaintiff's submission of a written motion,
16 including any evidence as may be required for the Court to grant preliminary approval of the
17 Settlement as required by Rule 3.769 of the California Rules of Court.

18 t. "Named Plaintiff" means Thomas Beltran.

19 u. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved
20 administration costs, Class Counsels' attorney's fees and costs, Incentive Award, and LWDA
21 Payment, pursuant to Section 3.06(a)-(f) below.

22 v. "Non-Participating Class Member(s)" means any Class Member(s) who submit to the
23 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
24 to Section 3.04(b) below.

25 w. "Notice Packet" means the Notice of Proposed Class and Representative PAGA
26 Action Settlement in a form substantially similar to the Notice Packet attached hereto as **Exhibit A**,
27 subject to Court approval.

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1 x. “PAGA” means the California Private Attorneys General Act of 2004, which is
2 codified in California Labor Code §§ 2698 *et seq.*

3 y. “PAGA Group Members” or “Aggrieved Employees” means all current or former
4 non-exempt employees who worked for Defendant in the State of California from April 13, 2020
5 through the date of final approval of the parties’ settlement agreement by the Court.

6 z. “PAGA Period” means April 13, 2020, through the date of final approval.

7 aa. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount
8 allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties have
9 agreed that the PAGA Settlement Amount is Twenty Thousand Dollars (\$20,000.00), subject to
10 Court approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment,
11 and the remaining 25% will be added to the Net Settlement Amount and distributed to PAGA Group
12 Members.

13 bb. “Participating Class Member(s)” is defined as a Class Member who does not timely
14 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net
15 Settlement Amount automatically without the need to return a claim form. Each Participating Class
16 Member will be paid his/her Individual Settlement Payment.

17 cc. “Preliminary Approval Date” means the date the Court preliminarily approves the
18 Settlement embodied in this Agreement.

19 dd. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury
20 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
21 Administrator for the benefit of Participating Class Members.

22 ee. “Qualifying Workweeks” means the number of weeks that a Class Member worked
23 for Defendant as a non-exempt employee during the Class Period.

24 ff. “Qualifying PAGA Workweeks” means the number of weeks that a Class Members
25 worked for Defendant as a non-exempt employee during the PAGA Period.

26 gg. “Released Claims” means all claims, charges, complaints, liens, demands, causes of
27 action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, that each
28 participating class member had, now has, or may hereafter claim to have against Released Parties

1 and that were asserted in the Action, or that arise from or could have been asserted based on any of
2 the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions
3 or failures to act alleged in Plaintiff's Complaint, regardless of whether such claims arise under
4 federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.
5 The Released Claims specifically include, but are not limited to Labor Code §§ 201, 202, 203, 204,
6 205, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,
7 2800, and 2802 and the related IWC Wage Order No. 1-2001 and Business & Professions Code §§
8 17200, et seq. claims based on alleged violations of these Labor Code and these or any other
9 applicable Wage Order provisions, and all other claims (such as those under the California Labor
10 Code, Wage Orders, regulations, and/or other provisions of law) that could have been pleaded based
11 on the facts asserted in the Action, including: (1) failure to pay minimum wages; (2) failure to pay
12 required overtime wages; (3) failure to pay overtime and/or sick pay at the regular rate; (4) failure to
13 provide meal or rest periods of compensation in lieu thereof; (5) failure to timely pay employees
14 upon separation or discharge; (6) failure to pay all wages due and owing for time worked; (7) failure
15 to reimburse necessary business expenditures; (8) failure to provide accurate itemized wage
16 statements; (9) failure to comply with Labor Code § 205; (10) all related violations of the applicable
17 Wage Orders; (11) all related violations of California's unfair competition law; and (12) interest,
18 fees, and costs. The enumeration of these specific statutes shall neither enlarge or narrow the scope
19 of res judicata based on the claims that were asserted in the Action or could have been asserted in
20 the Action based on the facts and circumstances alleged in any Complaint on file in the Action.

21 hh. "Released Parties" means Defendant as well as Defendant's each of Defendant's
22 respective current and former, direct and indirect owners, parents, subsidiaries, brother-sister
23 companies, and all other affiliates and related entities, and their current and former partners, officers,
24 directors, employees, attorneys, agents, shareholders, insurers, reinsurers, assigns, transferees,
25 executors, administrators, predecessors, successors, and other related parties.

26 ii. "Response Deadline" means the deadline by which Class Members must postmark or
27 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
28 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by

the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-mailing.

jj. "Settlement Administration Costs" means all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, mailing of notice to the class, calculation of Individual Settlement Payments, generation of Individual Settlement Payment checks and related tax reporting forms, administration of unclaimed checks, and generation of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiff for his Incentive Award, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement Amount.

kk. "Settlement Administrator" means CPT Group, which the Parties have agreed will be responsible for the administration of the Individual Settlement Payments to be made by Defendant from the Gross Settlement Amount and related matters under this Agreement.

ARTICLE II

CONTINGENT NATURE OF THE AGREEMENT

Section 2.01: Stipulation of Class Certification for Settlement Purposes

Because the Parties are settling claims under Labor Code section 2699 *et. seq.* and have stipulated to the certification of the Class with respect to all causes of action alleged in the Class and PAGA Action for settlement purposes only, this Agreement requires approval by the Court in accordance with Labor Code section 2699(l) and California Rule of Court 3.769. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class and agreed to resolution of Plaintiff's claim for PAGA penalties shall have no bearing on, nor be admissible in connection with, the issue of potential certification of the Class with respect to any or all causes of action alleged in the Class and PAGA Action. Defendant does not consent to certification of the Class for any purpose other than to effectuate this settlement of the Action. If the Date of Finality does not occur, or if

1 Disposition of the Action is not effectuated, any certification of the Class as to Defendant and any
2 approval or award of PAGA penalties will be vacated, and Named Plaintiff, Defendant, and the Class
3 will be returned to their positions with respect to the Action as if the Agreement had not been entered
4 into. In the event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally
5 approving certification of any class contemplated by this Agreement and/or awarding PAGA
6 penalties shall be null, void, and vacated, and shall not be used or cited thereafter by any person or
7 entity; and (b) the fact of the settlement reflected in this Agreement, the fact that Defendant did not
8 oppose the certification of a Class under this Agreement, or that the Court preliminarily approved
9 the certification of the Class and/or approved an award of PAGA penalties, shall not be used or cited
10 thereafter by any person or entity, including in any manner whatsoever, including without limitation
11 any contested proceeding relating to the certification of any class. If the Date of Finality does not
12 occur, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and
13 shall not be referred to or used for any purpose whatsoever. Defendant expressly reserves the right
14 to challenge the propriety of class certification in the Class and PAGA Action for any purpose, if the
15 Date of Finality does not occur.

16 The Parties and their respective counsel shall take all steps that may be requested by the Court
17 relating to the approval and implementation of this Agreement and shall otherwise use their
18 respective best efforts to obtain Court approval and implement this Agreement. Plaintiff shall be
19 responsible for submitting the settlement to the LWDA at the same time of filing the Motion for
20 Preliminary Approval. If the Court does not grant the Motion for Preliminary Approval and/or the
21 Motion for Final Approval and/or if the LWDA objects to the PAGA Settlement Amount, the Parties
22 agree to meet and confer to address the Court's and/or LWDA's concerns. If the Parties are unable
23 to agree upon a resolution, the Parties agree to seek the assistance of mediator Tripper Ortman, Esq.
24 to resolve the dispute.

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ARTICLE III

PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT

The procedure for obtaining Court approval of and implementing this Agreement shall be as follows:

Section 3.01: Motion for Conditional Class Certification and Preliminary Approval

Named Plaintiff will bring a motion before the Court for an order conditionally certifying the Class to include all claims pled in the Action based on the preliminary approval of this Agreement. The date that the Court grants preliminary approval of this Agreement will be the "Preliminary Approval Date."

Section 3.02: The Settlement Administrator

The Parties have chosen CPT Group to administer this Settlement and to act as the Settlement Administrator, including but not limited to distributing and responding to inquiries about the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks and distributing them to Participating Class Members and PAGA Group Members, establishing and maintaining the QSF, and issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Award check to Named Plaintiff, and the employer payroll taxes to the appropriate taxing authorities. The Settlement Administrator shall expressly agree to all of the terms and conditions of this Agreement.

All costs of administering the Settlement, including but not limited to all costs and fees associated with preparing, issuing and mailing any and all notices to Class Members and/or Participating Class Members, all costs and fees associated with computing, processing, reviewing, and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency, all costs and fees associated with preparing any other checks, notices, reports, or filings to be prepared in the course of administering disbursements from the Net Settlement Amount, and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its

1 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement
2 Administrator from the Gross Settlement Amount.

3 **Section 3.03: Notice to Class Members**

4 No later than ten (10) court days after the Preliminary Approval Date, Defendant will provide
5 the Settlement Administrator with the Class List in electronic format based on its business records,
6 as defined in Section I.e. above.

7 Within ten (10) court days of receiving a Class List from Defendant, the Settlement
8 Administrator will send Class Members, by first-class mail, at their last known address, the Court
9 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
10 Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate
11 share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of
12 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the
13 Settlement Administrator will check all Class Member addresses against the National Change of
14 Address database and shall update any addresses before mailing. The Settlement Administrator will
15 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
16 Notice Packet was undeliverable. If a Class Member’s notice is re-mailed, the Class Member shall
17 have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the
18 initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class
19 Members shall not be required to submit claim forms in order to receive a proportional share of the
20 Net Settlement Amount.

21 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
22 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
23 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
24 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
25 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
26 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
27 that reasonable means be used to locate Class Members and that the Settlement Administrator be
28

1 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
2 Individual Settlement Payments to all Participating Class Members.

3 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
4 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
5 status report provided to the Parties.

6 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
7 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
8 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
9 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
10 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
11 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
12 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
13 procedures set forth in Section 3.06(f) below.

14 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
15 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
16 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
17 for and re-sending of any returned Notice Packets, objections that the Settlement Administrator
18 received, and the identity of those individuals who submitted valid requests for exclusion from the
19 Settlement.

20 **Section 3.04: Responses to Notice**

21 **a. Class Member Disputes**

22 If any Class Member disagrees with Defendant's records as to his or her Qualifying
23 Workweeks during the Class Period and/or PAGA Period as reflected in the Notice Packet, the Class
24 Member shall set forth in writing the Qualifying Workweeks he/she claims to have worked during
25 the Class Period and/or PAGA Period and submit such writing to the Settlement Administrator by
26 the Response Deadline, along with any supporting documentation. The Notice will also provide a
27 method for the Class Member to challenge the employment data on which his or her Individual
28 Settlement Payment is based. The Settlement Administrator shall contact the Parties regarding the

1 dispute and the Parties will work in good faith to resolve it. If the Parties are unable to resolve the
2 dispute, the Settlement Administrator will be the final arbiter of the Qualifying Workweeks for each
3 Class Member during the Class Period and/or PAGA Period based on the information provided to it.

4 **b. Requests for Exclusion from Class**

5 In order for any Class Member to validly exclude himself or herself from the Class and this
6 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class
7 Member or his or her authorized representative, and must be sent to the Settlement Administrator,
8 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement
9 Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall
10 contain instructions on how to validly exclude himself or herself from the Class and this Settlement
11 (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial
12 mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be
13 conclusively determined according to the records of the Settlement Administrator. Any Class
14 Member who timely and validly requests exclusion from the Class and this Settlement will receive
15 his/her share of PAGA Settlement Amount but will not be entitled to the remaining portion of the
16 Individual Settlement Payment which would have been paid to him/her, will not be bound by the
17 terms and conditions of this Agreement, and will not have any right to object, appeal, or comment
18 thereon.

19 Any Class Member who fails to timely submit a request for exclusion shall automatically be
20 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are
21 determined by the Court's Final Order Approving Settlement, and by the other rulings in the Action.
22 Thus, said Class Member's rights to pursue any claims covered by the Action and/or released in this
23 Agreement will be extinguished.

24 **c. Objections to Settlement**

25 For any Class Member to object to this Agreement, or any term of it, the person making the
26 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the
27 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)
28 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),

1 a written statement of the grounds of objection, signed by the objecting Class Member or his or her
2 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and
3 the date the signed objection was postmarked, shall be conclusively determined according to the
4 records of the Settlement Administrator. The Settlement Administrator shall send any objections it
5 receives to Defense Counsel and Class Counsel within three (3) court days of receipt. Class Members
6 may also appear at the final approval hearing to object. The Court retains final authority with respect
7 to the consideration and admissibility of any Class Member objections.

8 **d. No Encouragement of Class Members to Opt Out or Object**

9 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
10 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from
11 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from
12 Class Members.

13 **e. Right of Plaintiff to Adjust Gross Settlement Amount**

14 Defendant estimated at mediation that the number work weeks in the Class Period was
15 approximately 35,524, and this serves as the basis for Plaintiff accepting the settlement. If the total
16 number of work weeks in the Class Period exceeds 35,524 by more than 10 percent ("Threshold"),
17 the Gross Settlement Amount will increase pro rata per additional workweek.

18 **f. Right of Defendant to Withdraw Based on Opt-Outs**

19 If prior to the Court's order granting Final Approval of the Settlement, Class Members
20 representing more than 10 percent of the total pay periods in the Class Period have submitted proper
21 and timely requests to opt-out in accordance with the terms of this Agreement, Defendant, may at its
22 election, rescind the Agreement and all actions taken in furtherance will be thereby null and void.
23 Defendant must exercise this right of rescission in writing to Class Counsel. If the option to rescind
24 is exercised, then Defendant must pay any Claims Administrator Costs that have been incurred up
25 until that time.

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1 **Section 3.05: Final Fairness and Approval Hearing**

2 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
3 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
4 and determine whether the Court should give it final approval, and (2) consider any objections made
5 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
6 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
7 Proposed Final Order Approving Settlement of Class and Representative PAGA Action.

8 **Section 3.06: Settlement Payment Procedures**

9 **a. Settlement Amount**

10 In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the
11 Gross Settlement Amount in the amount of Six Hundred Ten Thousand Dollars (\$610,000.00),
12 subject to a pro rata increase under the condition set forth in Section 3.04(e). The Gross Settlement
13 Amount includes all Individual Settlement Amounts to Participating Class Members, all
14 administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement Amount, and the
15 Incentive Award. This Gross Settlement Amount does not include the consideration for Named
16 Plaintiff's separate Individual Settlement Agreement, as discussed in Section 3.06(i).

17 Within thirty (30) calendar days after the Court signs the Final Order, Defendant shall transfer
18 the Gross Settlement Amount plus Defendant's share of employer-side payroll taxes, as set forth
19 herein, into a QSF established by the Settlement Administrator either directly or by sending the funds
20 to the Settlement Administrator to be deposited and distributed. The Settlement Administrator will use
21 these funds to fund payment of the Individual Settlement Payments to Participating Class Members,
22 payment to PAGA Group Members, Class Counsel's attorneys' fees and costs, the Incentive Award,
23 the LWDA Payment, and the Settlement Administration Costs. If the Date of Finality does not occur
24 for any reason, the Gross Settlement Amount shall be returned to Defendant by the Settlement
25 Administrator.

26 Within ten (10) court days after receiving Defendant's payment, funding the Gross Settlement
27 Amount in full, the Settlement Administrator will pay the Individual Settlement Payments to
28 Participating Class Members, PAGA Group Members, Class Counsel's attorneys' fees and costs,

1 LWDA Payment, and the Incentive Award. Prior to this distribution, the Settlement Administrator
2 will perform a search based on the National Change of Address Database to update and correct for
3 any known or identifiable address changes.

4 **b. Payment of Attorneys' Fees and Costs**

5 Through motions for approval, Class Counsel shall submit a request for an award of
6 attorneys' fees of up to one-third of the Gross Settlement Amount, which, based on the current Gross
7 Settlement Amount, is Two Hundred and Three Thousand Three Hundred and Thirty-Three Dollars
8 and Thirty-Three Cents (\$203,333.33). Class Counsel shall submit a request for an award of costs
9 not to exceed Twenty Thousand Dollars (\$25,000.00). Such application for attorneys' fees and costs
10 shall be heard by the Court at the Final Fairness and Approval Hearing. Defendant agrees not object
11 to or oppose any such application in these amounts. Class Counsel shall serve Defendant with copies
12 of all documents submitted in support of their application for an award of attorneys' fees and costs.

13 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
14 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
15 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
16 and expenses related to the investigation, prosecution, and settlement of the Action incurred through
17 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees
18 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
19 will be reallocated to the Net Settlement Amount.

20 **c. Payment of Settlement Administration Costs**

21 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
22 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed
23 \$12,500.00.

24 **d. Payment of Incentive Award to Named Plaintiff**

25 Subject to Court approval, the Named Plaintiff shall receive an Incentive Award of up to Two
26 Thousand Five Hundred Dollars (\$2,500.00), the request for which Defendant agrees not to object to
27 or oppose. The Incentive Award shall be paid out of the Gross Settlement Amount and shall not
28 constitute payment to any Participating Class Member(s) other than Named Plaintiff. To the extent

1 that the Court approves less than the amount of the incentive award that Class Counsel requests, the
2 difference between the requested and awarded amounts will be reallocated to the Net Settlement
3 Amount. With respect to Plaintiff, the \$2,500.00 Incentive Award, which shall be paid from the
4 Gross Settlement Amount, shall be in addition to Plaintiff's Individual Settlement Payment as a
5 Participating Class Member, and separate from and in addition to Plaintiff's Separate Individual
6 Settlement Agreement for his individually alleged claims (as described in further detail in Section
7 3.06(i)). The Incentive Award shall be paid from the Gross Settlement Amount of \$610,000.00 while
8 Plaintiff's Separate Individual Settlement Payment shall be paid separately and in addition to the
9 Gross Settlement Amount discussed herein.

10 Because it is the intent of the Parties that the Incentive Award represents payment to Named
11 Plaintiff for his service to the Class Members, and not wages, the Settlement Administrator will not
12 withhold any taxes from the Incentive Award. The Incentive Award will be reported on a Form
13 1099, which the Settlement Administrator will provide to Named Plaintiff and to the pertinent taxing
14 authorities as required by law.

15 **e. Payment to the Labor and Workforce Development Agency**

16 In consideration of claims for penalties made under PAGA, Class Counsel will request that
17 the Court approve allocation of Twenty Thousand Dollars (\$20,000.00) of the Gross Settlement
18 Amount to be attributed as the PAGA Settlement Amount. Seventy-five percent (75%) of this
19 payment will be allocated as the LWDA Payment, and twenty-five percent (25%) will be paid to the
20 Net Settlement Amount for distribution to PAGA Group Members. Defendant agrees not to oppose
21 this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount.
22 The Court's adjustment, if any, of the amount allocated to Named Plaintiff's PAGA claim in the
23 PAGA Action, will not invalidate this Agreement.

24 **f. Payment of Individual Settlement Payments to Participating Class Members**

25 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
26 Payments. The Parties agree that the Net Settlement Amount shall be divided between all
27 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
28 each Class Member during the Class Period and PAGA Period. To calculate the minimum amount

1 each Class Member will receive based on their individual Qualifying Workweeks, the Net Settlement
2 Amount will be divided by the total number of Qualifying Workweeks by all Class Members during
3 the Class Period and PAGA Period then allocated on a pro rata basis. Qualifying Workweeks will
4 be rounded up to the next whole integer. Each Class Member's approximate Individual Settlement
5 Payment amount will be included in his or her Notice Packet. After final approval by the Court, the
6 Net Settlement Amount will be dispersed to Participating Class Members (those who did not exclude
7 themselves) on a pro rata basis based on the individual Qualifying Workweeks worked during the
8 Class Period by each Participating Class Member. Class Members who were employed during the
9 PAGA Period will receive their share of the PAGA Payment regardless of whether they opt out of
10 the settlement.

11 Each Individual Settlement Payment will represent wages and penalties. Settlement
12 Payments for the Class Period will be allocated using the following formula: 33% percent wages,
13 33% percent penalties, and 33% percent interest. Settlement Payments for the PAGA Period will be
14 allocated as 100 percent penalties. The amounts paid as wages shall be subject to all tax withholdings
15 customarily made from an employee's wages and all other authorized and required withholdings and
16 shall be reported by W-2 forms. The employer-side taxes will be paid separate from and in addition
17 to the Gross Settlement Amount. The amounts paid as penalties and interest shall be subject to all
18 authorized and required withholdings other than the tax withholdings customarily made from
19 employees' wages and shall be reported by IRS 1099 forms.

20 No later than ten (10) court days after receiving the Gross Settlement Amount from
21 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual
22 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
23 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee
24 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
25 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the
26 extent required by law for the interest and penalty portions of the Individual Settlement Payments.
27 Participating Class Members shall have 180 days from the date their Individual Settlement Payment
28 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration

1 of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller
2 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

3 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
4 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
5 a mass search on LexisNexis or a comparable databases based on set criteria and, if another address
6 is identified, the Settlement Administrator shall mail the check to the newly identified address. If
7 the Settlement Administrator is unable to obtain a valid mailing address through this process, the
8 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
9 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

10 **g. Default on Payment.**

11 If Defendant fails to fund the Gross Settlement Amount by timely submitting payment
12 pursuant to Section 3.06(a), this shall be considered a default. In the event Defendant fails to timely
13 fund the Gross Settlement Amount as described above, the Settlement Administrator will provide
14 notice to Class Counsel and Defendant's counsel within three (3) court days of the missed payment.
15 Thereafter, Defendant will have seven (7) days to cure the default and tender payment to the
16 Settlement Administrator. In the event Defendant fails to cure the default within the times set forth
17 herein, Named Plaintiff may elect to enter judgment against Defendant, on an ex parte basis, for the
18 balance of the unpaid Gross Settlement Amount to date, and Named Plaintiff will be entitled to
19 recover interest at ten percent (10%) per year from the due date for such payment and reasonable
20 attorneys' fees and costs incurred in connection with Defendant's default on payment.

21 **h. No Credit Toward Benefit Plans.**

22 The Individual Settlement Payments made to Participating Class Members under this
23 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
24 calculate any additional benefits under any benefit plans to which any Class Members may be
25 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
26 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
27 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class
28 Members may be entitled under any benefit plans.

1 **i. Plaintiff's Separate Individual Settlement Agreement.**

2 Separate from Plaintiff's agreement to release all Class and PAGA wage and hour claims alleged
3 in the Action, Plaintiff has also entered into a confidential standalone agreement to release any and all
4 individually alleged claims or claims he could have alleged, including but not limited to claims or
5 potential claims for wrongful termination or discrimination under the Fair Employment and Housing
6 Act ("Plaintiff's Individual Settlement Agreement."). Plaintiff's Individual Settlement Agreement
7 includes a general release of all known and unknown claims of any type whatsoever Plaintiff may have
8 against Defendant, excluding his class claims, enhancement for the Class and PAGA Action, and PAGA
9 claims, that he is releasing in this Settlement Agreement. Payment of Plaintiff's Individual Settlement
10 Agreement shall be made by Defendant separate from and in addition to the Gross Settlement Amount
11 paid in resolution of the Class and PAGA claims alleged, and will be due pursuant to the terms of
12 Plaintiff's Individual Settlement Agreement.

13 **j. No Additional Contribution from Defendant**

14 Defendant's monetary obligation under this Agreement is limited to the Gross Settlement
15 Amount and any employer side payroll taxes owed on amounts characterized as wages under this
16 Agreement, with the express following exceptions: (a) the express exception of any potential pro rata
17 increase to the Gross Settlement Amount, as described in Section 3.04(e)); and (b) the express
18 exception of the separate amount Defendant has agreed to pay under Plaintiff's Individual Settlement
19 Agreement, as explained in Section 3.06(i). All other costs and expenses arising out of or in
20 connection with the performance of this Agreement shall be paid from the Gross Settlement Amount,
21 unless expressly provided otherwise herein. However, in the event this agreement is deemed null
22 and void pursuant to Section 2.01, because the Court, in its independent determination, finds that the
23 Agreement does not meet the standards for settlement approval, then Defendant and Plaintiff shall
24 be equally responsible for the costs of the Settlement Administrator incurred between the date the
25 Agreement was executed and the date of such event.

26 //

1 **ARTICLE IV**

2 **LIMITATIONS ON USE OF THIS SETTLEMENT**

3 **Section 4.01: No Admission**

4 Defendant disputes the allegations in the Action and asserts that, but for this Settlement, a
5 Class should not have been certified in the Class and PAGA Action and that no wages or penalties
6 are due or should be awarded. This Agreement is entered into solely for the purpose of settling highly
7 disputed claims. Nothing in this Agreement is intended nor will be construed as an admission of
8 liability or wrongdoing by Defendant or any of the Released Parties.

9 **Section 4.02: Non-Evidentiary Use**

10 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
11 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
12 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,
13 including but not limited to, evidence of a presumption, concession, indication, or admission by any
14 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
15 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
16 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
17 Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims
18 released through this Agreement.

19 **Section 4.03: Nullification**

20 The Parties have agreed to the certification of the Class encompassing all claims alleged in
21 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
22 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
23 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order
24 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the
25 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
26 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all
27 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had
28 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to

1 stipulate to class certification of all causes of action pled in the Action as part of the Settlement will
2 have no bearing on, and will not be admissible in connection with, the issue of whether the Class
3 should be certified by the Court in a non-settlement context in the Action or any other action, and in
4 any of those events, Defendant expressly reserves the right to oppose certification of the Class.

5 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
6 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

7 **ARTICLE V**

8 **RELEASES**

9 **Section 5.01: Released Claims by Class Members**

10 Upon the date Defendant transfers the Gross Settlement Amount to the Settlement
11 Administrator ("Effective Date"), Named Plaintiff and Participating Class Members who do not opt
12 out of the Settlement, release the Released Parties (as defined above) from the Released Claims (as
13 defined above).

14 **Section 5.02: Released Claims by PAGA Group Members**

15 Upon the Effective Date, Named Plaintiff, the State of California, and PAGA Group Members
16 release the Released Parties from all claims for civil penalties under Labor Code §§ 2698 *et seq.*
17 exhausted in Plaintiff's notice(s) sent to the LWDA and alleged in the Action, and any and all PAGA
18 claims which arose during the PAGA Period, that could have been asserted by the Labor
19 Commissioner against Released Parties based on Labor Code sections §§ 201, 202, 203, 204, 205,
20 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800,
21 and 2802 and the related IWC Wage Order(s). PAGA Group Members release such claims regardless
22 of whether PAGA Group Members opt out of the Class Settlement. This settlement is also
23 conditioned on the covenant that PAGA Group members will not participate in or receive recovery
24 or monies in connection with any further proceeding seeking penalties under Section 2699, which
25 arose during the PAGA Period for claims based on the facts or theories of the Released Claims or
26 facts which were or could have been alleged in the Action.

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1 Agreement, the former (*i.e.*, Articles I through VI) shall be controlling, unless Exhibit A is changed
2 by or in response to a Court order. There are no restrictions, promises, representations, warranties,
3 covenants, or undertakings governing the subject matter of this Agreement other than those expressly
4 set forth or referred to herein. This Agreement supersedes all prior agreements and understandings
5 among the Parties with respect to the settlement of the Action, including correspondence between
6 Class Counsel and Defense Counsel and drafts of prior agreements or proposals.

7 **Section 6.05: Waiver of Compliance**

8 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
9 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
10 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
11 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
12 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
13 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

14 **Section 6.06: Counterparts and Fax/PDF Signatures**

15 This Agreement, and any amendments hereto, may be executed in any number of counterparts
16 and any Party and/or their respective counsel may execute any such counterpart, each of which when
17 executed and delivered shall be deemed to be an original. All counterparts taken together shall
18 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
19 signature.

20 **Section 6.07: Meet and Confer Regarding Disputes**

21 Should any dispute arise among the Parties or their respective counsel regarding the
22 implementation or interpretation of this Agreement, a representative of Class Counsel and a
23 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
24 to submitting such disputes to the Court.

25 **Section 6.08: Agreement Binding on Successors**

26 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
27 of each of the Parties.

28 //

1 **Section 6.09: Cooperation in Drafting**

2 The Parties have cooperated in the negotiation and preparation of this Agreement. This
3 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
4 was the drafter or participated in the drafting of this Agreement.

5 **Section 6.10: Fair and Reasonable Settlement**

6 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
7 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
8 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
9 further believe that the Settlement is consistent with public policy, and fully complies with applicable
10 law.

11 **Section 6.11: Headings**

12 The descriptive heading of any section or paragraph of this Agreement is inserted for
13 convenience of reference only and does not constitute a part of this Agreement and shall not be
14 considered in interpreting this Agreement.

15 **Section 6.12: Notice**

16 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
17 communications under this Agreement must be in writing and addressed as follows:

18 *To Named Plaintiff and the Class:*

19 Kashif Haque
20 Samuel A. Wong
21 Jessica L. Campbell
22 Alexander G.L. Davies
23 Jamie M. Loos
24 AEGIS LAW FIRM, PC
25 9811 Irvine Center Drive, Suite 100
26 Irvine, California 92618
27 Telephone: (949) 379-6250
28 Facsimile: (949) 379-6251
 Email: jloos@aegislawfirm.com

 And

To Defendant:

Mollie M. Burks
Seth Weisburst
Brittany Greenhill
GORDON REES SCULLY MANSUKHANI, LLP
275 Battery Street, Suite 2000
San Francisco, CA 94111
Telephone: (415) 986-5900
Facsimile: (415) 986-8054
Mburks@grsm.com
Sweisburst@grsm.com
Bgreenhill@grsm.com

Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction

To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over the Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

Section 6.14: Mutual Full Cooperation

The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to the execution of such documents, and the taking of such other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts to effectuate and implement this Agreement and its terms. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary

1 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court and/or
2 mediator Tripper Ortman, Esq.

3 **Section 6.15: Authorization to Act**

4 Class Counsel warrants and represents that they are authorized by Named Plaintiff, and
5 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action
6 required to effectuate the terms of this Agreement, except for signing documents (including but not
7 limited to this Agreement) that are required to be signed by the Parties themselves. Defendant
8 represents and warrants that the individual executing this Agreement on its behalf has the full right,
9 power, and authority to enter into this Agreement and to carry out the transactions contemplated
10 herein.

11 **Section 6.16: No Reliance on Representations**

12 The Parties have made such investigation of the facts and the law pertaining to the matters
13 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
14 on any statement, promise, or representation of fact or law made by any of the other Parties, or any
15 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
16 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
17 to any other matters. No representations, warranties, or inducements, except as expressly set forth
18 herein, have been made to any Party concerning this Agreement.

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EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

THOMAS BELTRAN

By: _____

Named Plaintiff

Dated: 4/13/23

GEORGE CHIALA FARMS, INC.

By: _____

(Signature)

Christi Becerra

(Printed Name)

CFO

(Title)

APPROVED AS TO FORM ONLY:

Dated: _____

AEGIS LAW FIRM, PC

By: _____

Samuel A. Wong

Jessica L. Campbell

Alexander G.L. Davies

Jamie M. Loos

Class Counsel and Attorneys for Named Plaintiff
Thomas Beltran, the Class, and PAGA Group
Members

Dated: April 18, 2023

**GORDON REES SCULLY MANSUKHANI,
LLP**

By: _____

Mollie Burks

Seth Weisburst

Brittany Greenhill

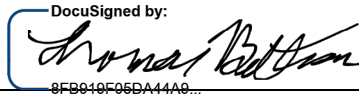
Attorneys for Defendant George Chiala Farms,
Inc.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 4/4/2023 | 4:11 PM PDT

THOMAS BELTRAN

By: 
Named Plaintiff

Dated: _____

GEORGE CHIALA FARMS, INC.

By: _____
(Signature)

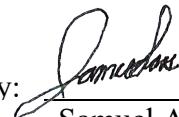
(Printed Name)

(Title)

APPROVED AS TO FORM ONLY:

Dated: 4/25/23

AEGIS LAW FIRM, PC

By:  _____
Samuel A. Wong
Jessica L. Campbell
Alexander G.L. Davies
Jamie M. Loos

Class Counsel and Attorneys for Named Plaintiff
Thomas Beltran, the Class, and PAGA Group
Members

Dated: _____

**GORDON REES SCULLY MANSUKHANI,
LLP**

By: _____
Mollie Burks
Seth Weisburst
Brittany Greenhill
Attorneys for Defendant George Chiala Farms,
Inc.