

Ventura Superior Court Accepted through eDelivery submitted 09/10/2024 at 01:48:00 PM

VENTURA SUPERIOR COURT

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09/10/24

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10/14/2024

Brenda L. McCormick
Executive Officer and Clerk

Christine Holm
Christine Holm

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

LAURA SANCHEZ LOSANO,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

DUDA FARM FRESH FOODS, INC. a
Florida corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No. 56-2022-00562961-CU-OE-VTA

~~[AMENDED PROPOSED]~~ JUDGMENT
AND ORDER GRANTING APPROVAL
OF PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT AGREEMENT AND
RELEASE

Dept.: 40

Judge: Hon. Mark S. Borrell

Complaint Filed: February 4, 2022

FAC Filed: June 7, 2022

1 **[AMENDED PROPOSED] JUDGMENT AND ORDER**

2 Having considered the Plaintiff Laura Sanchez Losano ("Plaintiff") and Defendant
3 Duda Farm Fresh Foods, Inc.'s ("Defendant" or "Duda") (Plaintiff and Defendant are
4 collectively, the "Parties") Private Attorneys General Act Settlement Agreement and Release
5 ("Settlement Agreement");¹ the documents and evidence presented in support thereof; and
6 recognizing the disputed factual and legal issues involved in this case; the risks of further
7 prosecution, the substantial benefits to be received by the State of California and the Aggrieved
8 Employees pursuant to the Settlement Agreement; and the fair, reasonable, and adequate nature
9 of the settlement obtained as a result of good faith arm's-length negotiations between the
10 Parties, the Court hereby makes a final ruling that the Settlement Agreement is approved
11 pursuant to Labor Code section 2699(l). Good cause appearing therefor, the Court hereby
12 GRANTS Approval of the Settlement of Claims under the Private Attorneys General Act, and
13 ORDERS as follows:

14 1. The "Aggrieved Employees" shall be defined as all current and former non-
15 exempt employees of Defendant Duda Farm Fresh Foods, Inc. who were employed in
16 California at any time during the PAGA Period. The "PAGA Period" means the time period
17 from January 11, 2021, through the date of this Order.

18 2. The Court hereby approves the settlement as set forth in the Settlement
19 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
20 Agreement according to its terms.

21 3. Duda shall fund the Maximum Settlement Amount of \$920,000.00 with the
22 Settlement Administrator within forty-five (45) days of this Order.

23 4. The Court hereby approves, as to form and content, the Explanatory Letter
24 submitted by the parties and included as Exhibit A to the Settlement Agreement.

25 5. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
26 Administrator.

27 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the
28 Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Kane Moon.

1 6. Within thirty (30) calendar days of this Order, Duda shall provide the
2 Settlement Administrator with a list containing the Aggrieved Employees' full names, last
3 known mailing addresses, number of pay periods during the PAGA Period during which each
4 Aggrieved Employee was engaged as a non-exempt employee in California for Duda, and
5 Social Security numbers to the extent available from Duda's records, pursuant to the terms of
6 the Settlement Agreement.

7 7. The Settlement Administrator is directed to mail the Individual PAGA
8 Payments and the Explanatory Letter to the Aggrieved Employees within twenty-one (21)
9 calendar days of receipt of the Maximum Settlement Amount being fully funded, pursuant to
10 the terms of the Settlement Agreement.

11 8. The Court finds that attorneys' fees in the amount of one-third of the Maximum
12 Settlement Amount (\$306,666.67) for Plaintiff's Counsel, and reimbursement of litigation
13 costs up to \$35,000 to Plaintiff's Counsel, are fair, reasonable, and adequate, and orders the
14 Settlement Administrator to distribute these payments to Plaintiff's Counsel as provided for in
15 the Settlement Agreement.

16 9. The Court orders that the Settlement Administrator shall be paid up to \$7,000
17 for all of its work done and to be done until the completion of this matter, and finds that sum
18 appropriate.

19 10. The Court approves the scope of the release as set forth in the Settlement
20 Agreement. Following entry of this Judgment and Order, and the Maximum Settlement
21 Amount being fully funded, Plaintiff, all Aggrieved Employees, and the State of California
22 shall fully release and forever discharge any and all claims against the Released Parties arising
23 during the Settlement Period for civil penalties under PAGA that were alleged or could have
24 been alleged in the PAGA Action and/or the PAGA Notice ("Released Claims"). The
25 Released Claims include but are not limited to claims for PAGA penalties for alleged
26 violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3,
27 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and 2802, as well as all applicable
28 Industrial Welfare Commission Wage Orders (as codified in the California Code of

1 Regulations), and claims for attorneys' fees, costs, or interest resulting therefrom. Upon entry
2 of this Judgment and Order, and the Maximum Settlement Amount being fully funded,
3 Plaintiff, all Aggrieved Employees, and the State of California will be forever barred from
4 pursuing against Defendant and the Released Parties any and all claims for PAGA civil
5 penalties under the Labor Code, the Industrial Welfare Commission's wage orders, and/or
6 other provisions of law that were alleged or that could have been alleged in the PAGA Action
7 with respect to the Aggrieved Employees. The terms of the Settlement Agreement, and this
8 Judgment and Order, shall be binding on Plaintiff, the State of California, and all Aggrieved
9 Employees, as well as their respective heirs, executors and administrators, successors and
10 assigns, and any other persons or entities acting on their behalf, and those terms shall have res
11 judicata, collateral-estoppel, and other preclusive effect in all pending and future claims,
12 lawsuits, or other proceedings maintained by or on behalf of any such persons, to the extent
13 those claims, lawsuits, or other proceedings constitute Released Claims as set forth in the
14 Agreement.

15 11. Upon entry of this Order, the Court hereby enters Judgment, for the reasons
16 described above and in accordance with the terms of the Settlement Agreement. Except as
17 otherwise provided in the Settlement Agreement, all Parties shall bear their own attorneys'
18 fees, costs, and expenses incurred by them in, or arising out of, the lawsuit, and shall not seek
19 reimbursement thereof from the Released Parties. Upon entry of this Judgment and Order, the
20 Court permanently enjoins and forever bars Plaintiff and the Aggrieved Employees from
21 instituting or prosecuting any of the Released Claims against the Released Parties that were
22 resolved as part of the Settlement Agreement, except as may be required to enforce the terms
23 of the Settlement Agreement. Without affecting the finality of this Judgment and Order in any
24 way, the Court retains jurisdiction for purposes of addressing (i) the interpretation and
25 enforcement of the terms of the Settlement Agreement (ii) settlement-administration matters,
26 and (iii) such post-approval matters as may be appropriate under court rules or as set forth in
27 the Settlement Agreement.

28 12. Neither this Order nor the Settlement Agreement (or any other document

1 referred to herein, or any action taken to carry out this Order) is, may be construed as, or may
2 be used as, an admission of liability or fault by Duda or the Released Parties, or a finding as to
3 the validity of any claims in the PAGA Action or of any wrongdoing or violation of law that is
4 otherwise alleged, or could have been alleged, against Duda or the Released Parties. The
5 Settlement Agreement is not a concession by the Parties, and, to the extent permitted by law,
6 neither the Settlement Agreement, on the one hand, nor this Judgment and Order, on the other
7 hand—nor any of their respective terms or provisions, nor any of the negotiations or
8 proceedings connected with them—shall be offered as evidence or received in evidence in any
9 pending or future civil, criminal, or administrative action or proceeding to establish any
10 liability of, or admission by, the Released Parties. Notwithstanding the foregoing, nothing in
11 this Judgment and Order shall be interpreted as prohibiting the use of this Judgment and Order
12 in a proceeding to consummate or enforce the Settlement Agreement, or the use of this Order
13 and Judgment to defend against the assertion of claims in any other proceeding, or as otherwise
14 required by law. This Judgment and Order, on the one hand, and the Settlement Agreement, on
15 the other hand, may be filed in any action by Duda or the Released Parties to support a defense
16 of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or
17 reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion, or
18 similar defense or counterclaim.

19 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

20
21
22 Dated: 10/14/24


JUDGE OF THE SUPERIOR COURT

MARK S. BORRELL

EXHIBIT A

PAGA SETTLEMENT AGREEMENT

Subject to court approval, Plaintiff Laura Sanchez Losano ("Plaintiff"), on behalf of the other alleged aggrieved employees ("Aggrieved Employees" as described below), and as a private attorney general on behalf of the State of California, on the one hand, and Defendant Duda Farm Fresh Foods, Inc. ("Defendant"), on the other hand (collectively, the "Parties"), hereby agree to the following settlement ("Settlement," "Settlement Agreement," or "Agreement") of claims under the Private Attorneys General Act ("PAGA").

RECITALS

WHEREAS, on January 11, 2022, Plaintiff sent notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of her intent to pursue a representative action pursuant to PAGA, on behalf of herself and the State of California, as well as on behalf of a group of alleged aggrieved employees based on Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and 2802, as well as applicable Industrial Welfare Commission Wage Orders ("PAGA Notice");

WHEREAS, on March 18, 2021, Plaintiff filed a class-action and representative lawsuit entitled *Laura Sanchez Losano v. Duda Farm Fresh Foods, Inc.*, Ventura County Superior Court, Case No. 56-2022-00562961-CU-OE-VTA ("PAGA Action"), on behalf of herself and all other non-exempt employees of Defendant in California;

WHEREAS, the Court dismissed Plaintiff's alleged individual causes of action and alleged class-wide causes of action without prejudice, leaving the claims under PAGA remaining;

WHEREAS, Defendant at all relevant times denied, and currently denies, all claims;

WHEREAS, on June 24, 2024, counsel for Plaintiff and Defendant participated in an all-day mediation with experienced wage-and-hour mediator Henry Bongiovi, Esq., thereafter agreed to resolve the PAGA Action, and ultimately reached the Settlement described herein, which was negotiated in light of all known facts and circumstances, including, *inter alia*, the potential defenses asserted by Defendant, the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues.

PERSONS COVERED BY THE SETTLEMENT

1. Aggrieved Employees: This Settlement covers all current and former non-exempt employees of Defendant who were employed in California at any time from January 11, 2021, through the Effective Date ("Aggrieved Employees"), including Plaintiff.
2. Settlement Period: The Settlement covers the period from January 11, 2021, through the Effective Date ("Settlement Period" or "PAGA Period").
3. Effective Date: The "Effective Date" will be the date the Court enters a Judgment and Order approving this Settlement. At no time will Defendant have any obligation to fund the Settlement, in whole or in part, until after the occurrence of this Effective Date.

SETTLEMENT CONSIDERATION

4. Maximum Settlement Amount: Subject to the terms and conditions of this Agreement, including the Escalator Clause in Paragraph 17 below, Defendant will pay the gross maximum amount of Nine Hundred Twenty Thousand U.S. Dollars (\$920,000.00) ("Maximum Settlement Amount") to settle the claims in the PAGA Action and any other claims released pursuant to this Agreement. In no event shall Defendant be responsible for paying more than the Maximum Settlement Amount. The Maximum Settlement Amount includes Attorneys' Fees, Litigation Costs, Settlement Administrator Costs, and payment for the "Released Claims" as defined below (including payment to the LWDA and payments to Aggrieved Employees).
5. Attorneys' Fees: For the work they have performed in furtherance of the PAGA Action, Moon Law Group, PC ("Plaintiff's Counsel" or "PAGA Counsel") shall be paid from, the Maximum Settlement Amount a maximum amount of one-third of the Maximum Settlement Amount (\$306,666.67), subject to court approval ("Attorneys' Fees"). To the extent the Court approves attorneys' fees of less than this amount, the amount of the difference shall be added to the PAGA Penalties Fund. Within twenty-one (21) calendar days of receipt of the deposit of the Maximum Settlement Amount by the Settlement Administrator from Defendant, the Settlement Administrator shall pay Plaintiff's Counsel the amount described in this paragraph.

6. Litigation Costs: For reimbursement of all litigation costs and expenses incurred in prosecuting the PAGA Action, Plaintiff's Counsel shall be paid from the Maximum Settlement Amount a maximum amount of Thirty-Five Thousand Dollars (\$35,000.00) in litigation costs, subject to Court approval ("Litigation Costs"). To the extent the Court approves litigation costs of less than \$35,000.00, the amount of the difference shall be added to the PAGA Penalties Fund. Within twenty-one (21) days of receipt of the deposit of the Maximum Settlement Amount by the Settlement Administrator from Defendant, the Settlement Administrator shall pay Plaintiff's Counsel the amount described in this paragraph.

7. PAGA Penalties Fund: The Parties agree that Defendant, through the Settlement Administrator, will pay the LWDA and Aggrieved Employees in full satisfaction of all claims for PAGA civil penalties under the California Labor Code in an amount equal to the remainder of the Maximum Settlement Amount following deduction of Attorneys' Fees, Litigation Costs, and Settlement Administration Costs, in amounts approved by the Court ("PAGA Penalties Fund"). Pursuant to PAGA, 75% of the PAGA Penalties Fund will be paid to the LWDA ("LWDA PAGA Payment"), and the remaining 25% will be paid to all Aggrieved Employees ("Individual PAGA Payments"). The Individual PAGA Payments will be calculated according to the respective number of pay periods the Aggrieved Employees worked for Defendant during the Settlement Period ("PAGA Pay Periods").

8. Settlement Administrator: Subject to Court approval, Simpluris, Inc. ("Simpluris" or "Settlement Administrator") shall be the third-party Settlement Administrator for the purposes of administering this Settlement. The Parties have jointly selected Simpluris and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Parties' request to the Court for the payment of the Settlement Administration Costs. The Parties, Plaintiff's Counsel, and Defendant's counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.

9. Employer Identification Number: The Settlement Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll-tax withholdings and providing reports to state and federal tax authorities.

10. Qualified Settlement Fund: The Settlement Administrator shall establish a settlement fund that meets the requirements of a qualified settlement fund ("QSF") under U.S. Treasury Regulation section 468B-1.

11. Settlement Administration Costs: Settlement Administration Costs will be paid to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per aggrieved employee, tax reporting, creating a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1, distributing the PAGA Penalties Fund and other payments under this Agreement, providing necessary reports and declarations, and other duties and responsibilities as requested by the Parties. The Settlement Administration Costs will be paid from the Maximum Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum necessary to administer the Settlement, which is currently anticipated to be no greater than Seven Thousand Dollars (\$7,000.00). To the extent actual Settlement Administration Costs are greater than \$7,000, such excess amount will be deducted from the PAGA Penalties Fund. Within twenty-one (21) days of receipt of the deposit of the Maximum Settlement Amount by the Settlement Administrator from Defendant, the Settlement Administrator shall pay itself the amount described in this paragraph. To the extent the Court approves Settlement Administration Costs of less than the amount requested by the Parties, the amount of the difference shall be added to the PAGA Penalties Fund. Within twenty-one (21) calendar days of receipt of the deposit of the Maximum Settlement Amount by the Settlement Administrator from Defendant, the Settlement Administrator shall pay itself the amount described in this paragraph.

12. Court Approval of the Settlement and Distribution of the Settlement Payments: Within thirty (30) days of the Parties executing this Settlement Agreement, Plaintiff will file a stipulation or motion requesting that the Court issue an order approving and incorporating by reference the terms and

conditions of the Settlement Agreement and entering judgment. Plaintiff and Defendant will jointly prepare the proposed Approval Judgment and Order to be entered by the Court to enforce this Agreement and to set a Final Accounting Hearing. The proposed Approval Judgment and Order will be submitted concurrently with the documents asking the Court to approve the Settlement. Plaintiff shall promptly submit a copy of this Settlement Agreement to the LWDA at the same time or prior to the stipulation or motion for settlement approval is filed with the Court.

13. Funding of the Settlement: Within forty-five (45) days after the Effective Date, Defendant will pay the Maximum Settlement Amount to the Settlement Administrator.

14. Settlement Payments to the Aggrieved Employees: No later than thirty (30) calendar days after the Effective Date, Defendant shall provide the Settlement Administrator with a list of all Aggrieved Employees ("Aggrieved Employees List"). The Aggrieved Employees List shall state the first name and last name for each Aggrieved Employee, the last-known address for each Aggrieved Employee, each Aggrieved Employee's social security number, and the number of payroll periods during the Settlement Period during which each Aggrieved Employee was engaged as a non-exempt employee in California for Defendant. No later than twenty-one (21) calendar days after receipt of the Maximum Settlement Amount from Defendant, the Settlement Administrator will issue each Aggrieved Employee a check for his or her share of the PAGA Penalties Fund, along with an explanatory letter giving notice of the PAGA Settlement, in the form attached hereto as **Exhibit A**, subject to Court approval. The face of each check shall prominently state the date when the check will be voided, which is 180 days after the date of mailing. Any checks returned as non-deliverable on or before the check-cashing deadline will be sent promptly via regular first-class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or another search using the name, address, or social security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than one-hundred eighty (180) calendar days after issuance will be tendered to the State Controller's Office, Unclaimed Property Division, in the name of the Aggrieved Employee, thereby leaving no "unpaid residue" subject

to the requirements of California Code of Civil Procedure ("CCP") section 384, subd. (d). In the event that an Aggrieved Employee's check is undeliverable, uncashed, or otherwise distributed to the State Controller's Office, Unclaimed Property Division, the terms of the final judgment, as well as the Release of Claims set forth in this Agreement, will nevertheless be binding upon that Aggrieved Employee and the State of California with respect to that Aggrieved Employee. All payments made to Aggrieved Employees shall, be reported on a federal form 1099 that shall be provided to the individual Aggrieved Employees. Aggrieved Employees are responsible for correctly characterizing this compensation for tax purposes and paying any taxes owing on said amounts.

15. Release of Claims for Aggrieved Employees and the State of California: Upon issuance of the Court's Approval Judgment and Order and Defendant's funding of the Maximum Settlement Amount, Plaintiff, all Aggrieved Employees, and the State of California shall fully release and forever discharge any and all claims against the Released Parties arising during the Settlement Period for civil penalties under PAGA that were alleged or could have been alleged based on the PAGA Period facts asserted in the PAGA Action and/or the PAGA Notice ("Released Claims"). The Released Claims include but are not limited to claims for PAGA penalties for alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and 2802, as well as all applicable Industrial Welfare Commission Wage Orders (as codified in the California Code of Regulations). "Released Parties" shall mean Defendant, its past and present related entities, parents, subsidiaries, predecessors, successors, assigns, owners, officers, directors, employees, agents, trustees, affiliated entities, attorneys or legal representatives, insurers, fiduciaries, beneficiaries, partners, and/or any other entity or individual that could be liable for the acts or omissions of Defendant in relation to the Released Claims. Upon issuance of the Court's Approval Judgment and Order, Plaintiff, all Aggrieved Employees, and the State of California will be forever barred from pursuing against Defendant and the Released Parties any and all claims for PAGA civil penalties under the Labor Code, the Industrial Welfare Commission's wage orders, and/or other provisions of law that were alleged or that could have been alleged based on the PAGA Period facts stated in the PAGA Action and/or the PAGA Notice with respect to the Aggrieved Employees.

16. PAGA Counsel's Release: Effective on the date when Defendant fully funds the Maximum Settlement Amount, PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns, the Released Parties from all claims for fees and expenses incurred in connection with the PAGA Action and the PAGA Period facts stated in the PAGA Action and the PAGA Notice.

17. Escalator Clause: Based on its records, Defendant estimates that, as of June 24, 2024, there are approximately 72,113 total PAGA Pay Periods. If the actual number of total PAGA Pay Periods in the Settlement Period is more than 15% greater than this estimate (i.e. if there are more than 82,930 pay periods from January 11, 2021 through the date of Court approval), Defendant shall have the option to (i) end the PAGA Period as of the first date that the pay period count exceeds 82,930, or (ii) increase the Maximum Settlement Amount in proportion to the increase in pay periods in excess of 15% (e.g., if the number of pay periods is 17% greater than 82,930, Defendant shall have the option to increase the Maximum Settlement Amount by 2%). Defendant shall have no obligation whatsoever to increase the Maximum Settlement Amount.

18. No Credit Toward Benefit Plans: Payments to Aggrieved Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, vacation plans, sick-leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

19. Tax Liability: Defendant, Defendant's Counsel and Plaintiff's Counsel make no representations as to the tax treatment or legal effect of the payments called for hereunder, and the Aggrieved Employees shall not rely on any statement or representation by Defendant or Plaintiff's Counsel in this regard. The Aggrieved Employees are advised that they will be solely responsible for the payment of their portion of any taxes and penalties assessed on the payments described herein and will defend, indemnify, and hold Defendant and the Released Parties free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

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

21. Nullification of Settlement Agreement: In the event that (i) the Court does not approve the Settlement as provided herein and the Parties have exhausted all opportunities granted by the Court to amend the Agreement to obtain the Court's approval; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions before the Settlement was executed.

22. Continued Jurisdiction: After entry of the Court's Approval Judgment and Order, the Court will have continuing jurisdiction solely for purposes of addressing (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement-administration matters, and (iii) such post-approval matters as may be appropriate under court rules or as set forth in this Settlement.

23. Preclusive Effect of Settlement Agreement and Approval: The terms of this Agreement, the approval order, and the judgment are binding on Plaintiff, the State of California, and all Aggrieved Employees, as well as their respective heirs, executors and administrators, successors and assigns, and any other persons or entities acting on their behalf, and those terms shall have res judicata, collateral-estoppel, and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings constitute Released Claims as set forth in the Agreement. Notwithstanding any other provision in this Agreement, this Agreement, the approval order, and the judgment in the PAGA Action may be filed in any action against or by Defendant or the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

24. Entire Agreement: This Settlement Agreement constitutes the entirety of the Parties' settlement terms with regard to the settlement of the PAGA Action. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

25. Amendment or Modification: This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their respective successors in interest.

26. Authorization to Enter into the Settlement Agreement: The Parties warrant and represent they expressly authorized their legal counsel to negotiate this Settlement Agreement. The Parties will direct their respective counsel to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties through their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If 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 to effectuate the terms of this Settlement, the Parties may seek the assistance of the mediator or the Court to resolve such disagreement.

27. Binding on Successors and Assigns: This Settlement Agreement will be binding upon, and inure to the benefit of, the respective successors or assigns of the Parties hereto, as previously defined.

28. California Law Governs: All terms of this Settlement Agreement and any Exhibits hereto will be governed by, and interpreted according to, the laws of the State of California.

29. Execution and Counterparts: This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument. To facilitate execution and delivery of this Settlement Agreement, the parties may execute and exchange by facsimile or electronic image (*i.e.*, as a ".pdf" file) counterparts of the signature pages and/or sign by electronic means (*i.e.*, with DocuSign).

30. Acknowledgement that the Settlement Is Fair and Reasonable: The Parties believe that this Settlement Agreement is a fair, adequate, and reasonable settlement of the PAGA Action and that they have arrived at this Settlement after arm's length negotiations. The Parties further acknowledge that

they are represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

31. Invalidity of Any Provision: Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable. Any provisions deemed invalid shall be severable from the rest of the Settlement Agreement.

32. Captions: The captions and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and they in no way define, limit, construe, or describe the scope or intent of the provisions of this Settlement Agreement.

33. Waiver: No waiver of any condition or covenant contained in this Settlement Agreement, and no failure to exercise any right or remedy by any of the Parties hereto, will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

34. Enforcement Action: This Agreement is binding and enforceable under CCP section 664.6. In the event that one or more of the Parties institutes any legal action or proceeding under CCP section 664.6, 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 such enforcement actions.

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

36. Representation by Counsel: The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that

this Settlement Agreement has been reviewed in full and executed with the consent and advice of said counsel.

37. Attorneys' Fees and Costs: Except as expressly provided herein, Defendant and Plaintiff shall each bear their own attorneys' fees and costs.

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

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

40. Confidentiality: Plaintiff and her counsel agree that they have not, and will not, publish the results of the Settlement in any forum. In response to any inquiries prior to obtaining the Court's approval of the Settlement, Plaintiff will state that "the case was resolved and it was resolved confidentially." Plaintiff's Counsel shall not report the Settlement in any medium or in any publication; shall not post or report anything regarding the claims of Plaintiff, the Aggrieved Employees, or the Settlement on their website; and shall not contact any reporters or media regarding the Settlement. Notwithstanding the foregoing, Plaintiff's Counsel is authorized to make a limited disclosure to the Court and the LWDA for purposes of obtaining the approval of the Settlement. These disclosures shall be limited to court filings, and neither Plaintiff nor Plaintiff's Counsel or representatives are permitted to disseminate or publish, distribute, or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court, and except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. However, this provision shall not impede

PAGA Counsel's ability to discharge fiduciary duties, including responding to inquiries from Aggrieved Employees and effectuating the terms of this Settlement.

41. No Admission of Liability: The Parties expressly recognize that the making of this Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant or the Released Parties. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions, or communications, nor any materials prepared, exchanged, issued, or used during the course of the PAGA Action is intended by the Parties to constitute, be introduced, be used, or be admissible in any way in any other judicial, arbitral, administrative, investigative, or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Agreement may be used in any proceeding in any court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments entered into in connection therewith.

42. Notice: All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Kane Moon
Allen Feghali
Julie Sohyun Oh
MOON LAW GROUP, PC
725 S Figueroa Street, 31st Floor
Los Angeles, CA 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
kmoon@moonlawgroup.com
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To Defendant:

Robert P. Roy
**VENTURA COUNTY AGRICULTURAL
ASSOCIATION**
916 W. Ventura Blvd., Suite 101
Camarillo, California 93010
Telephone: (805) 388-2727
Facsimile: (805) 388-2767
rob-vcaa@pacbell.net

Rafael Gonzalez

joh@moonlawgroup.com

MULLEN & HENZEL L.L.P.

112 E. Victoria Street

Santa Barbara, California 93101

Telephone: (805) 966-1501

Facsimile: (805) 966-9204

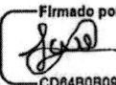
RGonzalez@mullenlaw.com

43. Stay of Litigation: The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon signing this Agreement, pursuant to CCP section 558.330, the date to bring a case to trial under CCP section 583.310 shall be tolled until the final approval of the Settlement.

[Signatures to Follow]

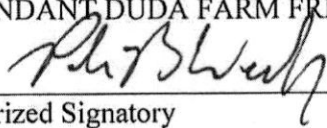
PLAINTIFF LAURA SANCHEZ LOSANO

Dated: 8/15/2024

Firmado por:

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DEFENDANT DUDA FARM FRESH FOODS, INC.

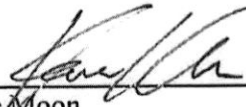
Dated: 8/23/2024

By: 
Authorized Signatory

APPROVED AS TO FORM AND CONTENT:

MOON LAW GROUP, PC

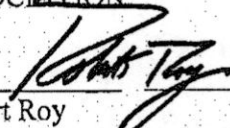
Dated: August 15, 2024

By: 
Kane Moon

Allen Feghali
Julie Oh
Attorneys for Plaintiff
LAURA SANCHEZ LOSANO

VENTURA COUNTY AGRICULTURAL
ASSOCIATION

Dated: August 30, 2024

By: 
Robert Roy
Attorney for Defendant
DUDA FARM FRESH FOODS, INC.

MULLEN & HENZELL L.L.P.

Dated: August 30, 2024

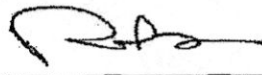
By: 
Rafael Gonzalez
Attorney for Defendant
DUDA FARM FRESH FOODS, INC.

EXHIBIT B

<<DATE>>

(TO BE TRANSLATED INTO SPANISH BY THE ADMINISTRATOR)

<<FIRST NAME>> <<LAST NAME>>
<<ADDRESS>>

Re: Payment from *Laura Sanchez Losano v. Duda Farm Fresh Foods, Inc.*
Ventura County Superior Court, Case No. 56-2022-00562961-CU-OE-VTA

Dear <<FIRST NAME>> <<LAST NAME>>:

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Laura Sanchez Losano v. Duda Farm Fresh Foods, Inc.*, Ventura County Superior Court, Case No. 56-2022-00562961-CU-OE-VTA ("PAGA Action").

The PAGA Action was filed against Duda Farm Fresh Foods, Inc. ("Duda") under the California Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* ("PAGA"). The PAGA Action was brought by a former employee of Duda, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the PAGA Action was brought.

The Plaintiff in the PAGA Action claims that Duda owes civil penalties under PAGA for alleged violations of the California Labor Code. Duda disputes all of the allegations in the PAGA Action and denies that it engaged in any of the alleged misconduct. In agreeing to enter into this Settlement, Duda does not admit that it is liable in any way to current or former employees for any violations of the California Labor Code, or for any penalties, and has denied and disputed all of the contentions in the PAGA Action.

The Court has not decided the merits of the claims or defenses, but it has approved the settlement of the representative PAGA claims that the Parties reached. This Settlement covers all current and former non-exempt employees of Duda who were employed in California at any time from January 11, 2021, through [DATE] ("Aggrieved Employees").

The Maximum Settlement Amount is the maximum total amount to be paid under the Settlement. The Maximum Settlement Amount is \$920,000.00. This sum is comprised of PAGA Counsel Attorneys' Fees of \$306,666.67; reimbursement of PAGA Counsel's litigation costs of \$35,000; settlement administration costs of \$7,000; and the remainder as PAGA Penalties Fund. The PAGA Penalties Fund is comprised of the payment to the Labor and Workforce Development Agency ("LWDA") and the payments to Aggrieved Employees ("Individual PAGA Payments"). \$_____, or 75% of the PAGA Penalties Fund, will be paid to the LWDA in accordance with the requirements of PAGA. \$_____, or 25% of the PAGA Penalties Fund, will be paid to the Aggrieved Employees as Individual PAGA Payments, which will be calculated on a pro rata basis, based on the number of each Aggrieved Employee's pay periods worked during the PAGA Period.

Based on Duda's records, you worked [NUMBER OF PAY PERIODS] pay periods during the period from January 11, 2021, through [THE DATE OF THE ORDER APPROVING THE PAGA SETTLEMENT] ("PAGA Period"). The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is [NUMBER OF PAY PERIODS].

Pursuant to the Settlement, enclosed is a check for your share of the civil penalties. This check will remain valid for 180 calendar days from the date of issuance. Please note that no deductions or withholdings have been made from your settlement payment, and that you are responsible for any tax consequences arising from your receipt of the same (for which an IRS Form 1099 may be issued). If you do not cash your check within 180 calendar days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller, to be deposited in the Unclaimed Property Fund in your name. If you are still employed by Duda, your decision to cash the check will not affect your employment in any way.

While you were not a party to the PAGA Action, you and the State of California are bound by the judgment that has been approved by the Court, including the release contained in the Settlement. The release includes all claims for civil penalties under PAGA that were alleged or could have been alleged in the PAGA Action or in the PAGA Notice submitted to the LWDA in connection with the PAGA Action, , for the time period covering January 11, 2021 through <THE DATE OF THE ORDER APPROVING THE PAGA SETTLEMENT>. Specifically, the Settlement provides that "Plaintiff, all Aggrieved Employees, and the State of California shall fully release and forever discharge any and all claims against the Released Parties arising during the Settlement Period for civil penalties under PAGA that were alleged or could have been alleged based on the PAGA Period facts asserted in the PAGA Action and/or the PAGA Notice ("Released Claims"). The Released Claims include but are not limited to claims for PAGA penalties for alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and 2802, as well as all applicable Industrial Welfare Commission Wage Orders (as codified in the California Code of Regulations)." The Released Parties are Duda, its past and present related entities, parents, subsidiaries, predecessors, successors, assigns, owners, officers, directors, employees, agents, trustees, affiliated entities, attorneys or legal representatives, insurers, fiduciaries, beneficiaries, partners, and/or any other entity or individual that could be liable for the acts or omissions of Duda in relation to the Released Claims.

If the check is lost or misplaced, please contact the third-party settlement administrator immediately at [Administrator contact information]. If you have further questions about this settlement or your check, please contact the third-party settlement administrator at: [Administrator contact information].

4859-4434-5292, v. 2