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Attorneys for Defendant
WONDERFUL ORCHARDS LLC

SUPERIOR COURT OF CALIFORNIA

COUNTY OF KERN

CINTHIA NAVARRO, an individual, on behalf
of herself and other similarly aggrieved
employees and the State of California,

Plaintiffs,

vs.

WONDERFUL ORCHARDS LLC, a California
corporation; and DOES 1-50,

Defendant.

Case No. BCV-22-101079

[Assigned for all purposes to Hon. Bernard C.
Barmann, Jr., Division H]

**PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND
RELEASE**

NOW THEREFORE, in consideration of and exchange for the promises, covenants, and releases contained in the Agreement and the other valuable consideration described herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties subject to the Court's review and approval pursuant to California Labor Code §2699(1)(2), mutually agree as follows:

1.1. **“Administrator” or “Settlement Administrator”**: A qualified administrator mutually agreed to by the Parties with experience in PAGA administration including calculation and distribution of PAGA payments, which will perform functions related to and administration of the settlement contemplated by this Settlement Agreement as described herein.

1.4. **“Effective Date”:** The date the Court enters an order approving the
 ment.

1.6. **“LWDA”:** California Labor & Workforce Development Agency.

1

1.8. **“Notice of PAGA Settlement”**: The Notice to be sent to PAGA Employees along with their individual settlement check notifying them of the Settlement, which shall be substantially in the form of **Exhibit A** hereto.

1.9. **“PAGA”**: Private Attorneys General Act of 2004, California Labor Code §2698, *et seq.*

1.10. **“PAGA Employees”**: All persons directly employed as non-exempt agricultural employees by Defendant during the PAGA Period who: (i) performed spray operations job duties at any time during the PAGA period, and/or (ii) received a Safety Incentive payment in April 2021.

1.11. **“PAGA Employee Fund”**: 25% of the Settlement Sum.

1.12. **“PAGA List”**: A list of all PAGA Employees, including their full names, and most up-to-date contact information (physical and/or mailing address and social security numbers) possessed by Defendant.

1.13. **“PAGA Period”**: February 23, 2021 through July 7, 2023.

1.14. **“PAGA Pay Periods”**: All pay periods during the PAGA Period in which a PAGA Employee worked for Defendant.

1.14. **“Plaintiff”**: Cinthia Navarro.

1.15. **“Plaintiff’s Counsel”**: Jeremy F. Bollinger, Dennis F. Moss and Ari E. Moss of Moss Bollinger, LLP.

1.16. **“Plaintiff’s Released Claims”**: As to Plaintiff only (and not as to other PAGA Employees), considering the service payment provided to her, Plaintiff’s Released Claims shall include all claims, whether known or unknown, to the fullest extent permitted by law, against the Released Parties. Plaintiff further understands that this release includes unknown claims and that he is, as a result, waiving all rights and benefits afforded by California Civil Code §1542, which provides: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or

released party.” Notwithstanding anything to the contrary in this Agreement, Plaintiff general release of claims does not apply to: (i) those rights as a matter of law that cannot be waived, including but not limited to claims relating to workers’ compensation or unemployment benefits; and, (ii) rights or claims arising out of this Settlement Agreement.

1.17 **“Released Claims”**: Claims under PAGA arising in PAGA Pay Periods for violations of the California Labor Code, including §§ 201, 202, 203, 226, 205.5, 510, 512, 1174(d), 1174.5, 1194, 1197, and alleged violations of applicable Industrial Welfare Commission (“IWC”) Wage Orders, including but not limited to subsections 3, 4, 7 of Wage Orders 14 which were alleged by Plaintiff, or reasonably could have been alleged by Plaintiff by reason of or in connection with the same set of operative facts set forth or referred to in the Lawsuit. Without limiting the foregoing release, Released Claims shall include claims under PAGA reasonably related to allegations of failure to pay minimum wage or overtime wages as required by law, failure to include incentive pay in the calculation of the regular rate of pay for overtime, failure to compensate pre- and post-shift off the clock work, failure to timely pay all wages during employment, failure to keep legally compliant payroll records, failure to provide compliant wage statements, and failure to pay all wages upon discharge or resignation.

1.18. **“Releasees” or “Released Parties”**: Wonderful Orchards LLC, The Wonderful Company LLC, and their respective predecessors and successors in interest, owners, members, shareholders, subsidiaries, parents, affiliates, related entities, representatives, agents, assignees, officers, directors, employees, partners, trustees, insurers, and legal representatives (including but not limited to Roll Law Group P.C.) and all persons acting by, through, under or in concert with any of the foregoing .

1.19. **“Settlement Agreement” or “Settlement”**: The instant Private Attorneys General Act Settlement Agreement and Release.

1.20. **“Settlement Sum”**: The total inclusive gross sum of \$525,000.00.

2. RECITALS

2.1. WHEREAS, on February 23, 2022, as required by PAGA, Plaintiff gave notice to

1 Defendant and the LWDA of alleged violations of the California Labor Code, including §§ 201,
2 202, 203, 226, 205.5, 510, 512, 1174(d), 1174.5, 1194, 1197, and alleged violations of applicable
3 Industrial Welfare Commission (“IWC”) Wage Orders, including but not limited to subsections
4 3, 4, 7 of Wage Orders 14, which allegedly gives rise to liability for civil penalties under PAGA.

5 2.2. WHEREAS, on May 2, 2022, Plaintiff filed the Lawsuit alleging the
6 aforementioned violations of law on behalf of PAGA Employees seeking recovery under PAGA.

7 2.3. WHEREAS, Defendant denies all of the allegations in the Lawsuit and in the LWDA
8 notice, and denies that it has committed any misconduct, statutory or regulatory violation,
9 wrongdoing, or any other actionable conduct.

10 2.4. WHEREAS, the Parties have engaged in formal and informal discovery. Plaintiff
11 propounded written discovery to which Defendant responded. Defendant provided substantial
12 data concerning PAGA Employees, including relevant policies, records pertaining to PAGA
13 Employees relevant to the subject matter of the Lawsuit, including the contact information for
14 approximately 300 putative PAGA Employees. Plaintiff’s Counsel conducted interviews of
15 PAGA Employees and the Parties conducted independent analyses of the records to assess
16 potential liability as well as assess strengths and weaknesses of the case.

17 2.5. WHEREAS, the Parties negotiated with the understanding that during the PAGA
18 Period, there were no more than 12,245 pay periods worked by PAGA Employees.

19 2.6. WHEREAS, the Parties understand, acknowledge, and agree that this Settlement
20 Agreement constitutes a compromise of the claims asserted in the Complaint and that it is the
21 desire and intention of the Parties to effect a final and complete resolution of such claims that
22 Plaintiff, the State of California, and all PAGA Employees have or could have against Defendant
23 arising under PAGA as of the Effective Date. The Parties further acknowledge that this
24 Settlement Agreement is an arms-length negotiated compromise between them, and that it is
25 intended to settle all claims under PAGA that were alleged by Plaintiff or reasonably could have
26 been alleged by Plaintiff by reason of or in connection with any fact set forth in the Lawsuit.

27 2.7. WHEREAS, the Parties recognize that there is inherent risk and uncertainty in the
28

outcome of the Lawsuit should litigation continue, inasmuch as Defendant denies and disputes Plaintiff's claims and allegations and further denies that Plaintiff and PAGA Employees have any cognizable claim(s) under PAGA, and even if there was a determination of liability against Defendant after trial on the merits, the Court retains the ability to "award a lesser amount than the maximum civil penalty" pursuant to California Labor Code §2699(e)(1).

2.8. WHEREAS, after extensive settlement discussions over several months, the Parties reached this Agreement. The Parties believe and agree that this Settlement Agreement provides for a fair, adequate, and reasonable resolution of the Lawsuit and have arrived at the Settlement by way of extensive, arm's length negotiations, considering all relevant factors, present and potential.

2.9. WHEREAS, California Labor Code §2699(l)(2) requires Court approval of a settlement of any action filed under PAGA.

2.10. WHEREAS, the Parties understand that upon entry of the Court's final order approving this Settlement, Plaintiff, the State of California, and any and all PAGA Employees will release Releasees from liability, if any, arising out of the Released Claims.

2.11. WHEREAS, the Parties understand the Lawsuit will be dismissed with prejudice upon entry of an order by the Court approving the settlement, although the Court will retain jurisdiction of the case pursuant to California Code of Civil Procedure §664.6 to enforce the terms of this Agreement and approval order.

2.12. WHEREAS, the Parties submit this Settlement Agreement to the Court and respectfully request that the Court approve the same pursuant to California Labor Code §2699(l)(2).

3. **RELEASE:** Upon entry of an Order approving the Settlement Agreement, all PAGA Employees release Releasees from all Released Claims. In addition, Plaintiff releases Releasees from all of Plaintiff's Released Claims. The Parties agree and acknowledge that, to the maximum extent permitted by law, the final order entered pursuant to this Settlement Agreement will bind all those who would be bound by a judgment if the action had been brought by the

LWDA, including Plaintiff, the LWDA, and PAGA Employees, with respect to the recovery of civil penalties for the Released Claims and Plaintiff's Released Claims against the Releasees.

4. **IRS 1099:** With regard to settlement payments to PAGA Employees, IRS Form 1099s will be issued. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiff acknowledges that she has not obtained tax advice from Defendant and that neither Defendant nor its attorneys have made any representation concerning the tax consequences, if any, of the Settlement Amount in this Settlement Agreement or any payment to be made pursuant to this Settlement Agreement. Defendant and its attorneys and Plaintiff's Counsel have not made any representation to any PAGA Employees concerning the tax consequences, if any, of the Settlement Amount in this Settlement Agreement or any payment to be made pursuant to this Settlement Agreement.

5. NOTICE AND ADMINISTRATION

5.1. The Settlement Administrator's duties shall include, without limitation: (i) printing and mailing to the Notice of PAGA Settlement in English and Spanish as directed by the Court; (ii) taking all steps reasonably necessary to ensure PAGA Employees receive the Notice of PAGA Settlement and settlement checks; (iii) taking receipt of and safeguarding the Settlement Sum; (iv) calculating and distributing settlement checks, the service award, and the attorneys' fees and expense award, provided such amounts are approved by the Court; (v) issuing IRS Forms 1099-MISC, as applicable; and (ix) filing such other reports with the taxing authorities as required by law, together with such other tasks as the Parties may mutually agree or the Court may order the Settlement Administrator to perform. The Settlement Administrator shall take all reasonable steps to ensure that (a) the highest percentage possible of PAGA Employees receive the Notice of PAGA Settlement and their settlement check; and (b) it has the most current and accurate addresses for PAGA Employees, including, but not limited to performing an initial National Change of Address database search on all PAGA Employees. In addition, the Settlement Administrator shall perform a standard search, also known as "batch," "skip trace," or "credit header" searches, on all addresses returned as undeliverable. The

1 Settlement Administrator shall perform the skip trace and re-mail the Notice of PAGA
2 Settlement and settlement checks to all updated addresses obtained through its efforts to locate
3 the most current and accurate addresses for PAGA Employees within seven (7) calendar days of
4 the return of the Notice of PAGA Settlement and settlement check. The Settlement
5 Administrator shall also provide toll-free telephone support to PAGA Employees for any
6 questions they may have; maintain appropriate databases to fulfill its duties; receive, control and
7 account for all returned Notices and settlement checks; calculate the settlement payments; and
8 prepare and deliver a report to Plaintiff's Counsel and counsel for Defendant on the number of
9 Notices and settlement checks returned as undelivered. In addition to the duties identified above,
10 the Settlement Administrator shall prepare a final declaration to be submitted to the Court upon
11 the expiration of the date for PAGA Employees to deposit their settlement checks. The Parties
12 recognize that Defendant fully discharges its obligations to those PAGA Employees to whom
13 payment is made through the mailing of a check, regardless of whether such checks are actually
14 received and/or negotiated by PAGA Employees.

15 5.2. No later than 14 calendar days after the Effective Date, Defendant shall provide
16 the Settlement Administrator with the PAGA List.

17 5.2. The PAGA List, and any other data provided by Defendant to the Settlement
18 Administrator shall be treated as confidential and shall not be used by the Settlement
19 Administrator for any purpose other than as permitted by the Settlement Agreement, and the
20 Settlement Administrator shall use commercially reasonable efforts to secure the data provided
21 by Defendant at all times so as to avoid inadvertent or unauthorized disclosure or use of such
22 data other than as permitted by the Settlement Agreement.

23 5.3. The PAGA List shall state the PAGA Employees' (i) first name and last name, (ii)
24 the last known home address for each such employee, (iii) each employee's social security
25 number, (iv) the PAGA Employee's total number of PAGA Pay Periods during which the
26 employee performed spray operations, (v) whether the PAGA Employee received incentive pay
27 in April 2021, and (vi) whether the PAGA Employee experienced a termination. Defendant will

1 calculate the pay periods of each PAGA Employee using the payroll data on file with
2 Defendant's payroll provider. For purposes of this calculation, a partial pay period worked will
3 be counted the same as a full pay period.

4 5.4. The Settlement Administrator shall calculate payments due to PAGA Employees
5 by allocating the PAGA Employee Fund (25% share of the Settlement Sum) among PAGA
6 Employees as follows: each PAGA Employee shall receive: (i) one (1) share for every PAGA
7 Pay Period during which the employee performed spray operations duties; (ii) an additional share
8 if the PAGA Employee received incentive pay in April 2021; and (iii) an additional share if the
9 PAGA Employee experienced a termination. The Administrator shall then divide each PAGA
10 Employee's total shares by the total shares for all PAGA Employees in order to determine the
11 "percentage share" of each PAGA Employee. Each PAGA Employee shall be entitled to receive
12 an individual settlement payment equal to his or her percentage share of the PAGA Employee
13 Fund.

14 5.5. The Settlement Administrator shall calculate payments due to PAGA Employees
15 and the LWDA, disburse payments as outlined in this Settlement Agreement, and other related
16 functions to administer the settlement contemplated by this Settlement Agreement as described
17 herein. The Settlement Administrator shall, within seven (7) days of receiving the PAGA List,
18 circulate to counsel for the Parties a spreadsheet containing the estimated individual settlement
19 payments to each of the PAGA employees and obtain approval from counsel of all Parties of the
20 calculations before mailing individual payments to the PAGA Employees.

21 5.6. The Settlement Administrator shall mail the Notice of PAGA Settlement along
22 with settlement checks to PAGA Employees no later than fifteen (15) calendar days following
23 the payment of the Settlement Sum to the Settlement Administrator, as set forth in Subsections
24 5.4 and 6.1.6.

25 5.6. All costs incurred by the Settlement Administrator in connection with its
26 administration of the Settlement, including mailing of the Notice of PAGA Settlement, whether
27 foreseen or not, shall be paid out of the Settlement Sum agreed to as described below.

5.7. Plaintiff's Counsel shall provide notice of the Settlement and any Court order entering Judgment to the LWDA in accordance with the PAGA.

6. PAGA SETTLEMENT PAYMENT PROCEDURES:

6.1. In exchange for the dismissal of the Lawsuit and release as to the Releasees of the Released Claims and Plaintiff's Released Claims, Defendant agrees to pay, in accordance with the terms specified below and within 15 days of when the Settlement Administrator calculates payments due to PAGA Employees, the Settlement Sum to the Settlement Administrator for the benefit of PAGA Employees to be apportioned as set forth herein. The Settlement Sum will cover (1) the amount of attorneys' fees awarded by the Court; (2) attorneys' litigation expenses awarded by the Court; (3) the service payment to Plaintiff awarded by the Court; (4) Notice and Settlement Administration Costs approved by the Court; (5) any other fees or expenses incurred in executing the terms of this Agreement as approved by the Court; (6) the LWDA Payment; and (7) the PAGA Employee Fund, as follows:

6.1.1. **LWDA Payment Amount:** The LWDA Payment Amount shall be payable to the California Labor and Workforce Development Agency pursuant to Section 2699(i) of PAGA. The LWDA Payment Amount shall consist of seventy-five (75) percent of the Settlement Sum less the following:

- 6.1.1.1. Attorneys' fees and attorneys' litigation expenses;
- 6.1.1.2. Plaintiff's service payment; and
- 6.1.1.3. Notice and Settlement Administration Costs.

6.1.2. **PAGA Employee Fund:** The PAGA Employee Fund shall consist of twenty-five (25) percent of the Settlement Sum, or \$131,250. The PAGA Employee Fund shall constitute the share of PAGA penalties recoverable by the PAGA Employees pursuant to Section 2699(i) of PAGA. PAGA Employees do not need to make a claim to participate in the Settlement. The Settlement Administrator shall issue individual payments from the PAGA Employee Fund as calculated based on the provisions of Subsection 5.4 to each PAGA Employee.

1 **6.1.2. ATTORNEYS' FEES:** An award to Plaintiff's Counsel of attorneys'
2 fees will be subtracted from the Settlement Sum, as set forth in Subsection 6.1.1, in an
3 amount to be set by the Court taking into account the settlement award that has been
4 made available for the PAGA Employees by the efforts of Plaintiff's Counsel. The
5 amount awarded shall equal to 35% of the Settlement Sum, subject to Court approval.
6 Court approval of the settlement shall not be contingent on the Court's approval of
7 attorney's fees. Defendant agrees not to dispute or otherwise object to Plaintiff's request
8 for attorney's fees in an amount not to exceed 35% of the Settlement Sum in addition to
9 reimbursement of actual litigation costs. The attorneys' fee awarded by the Court shall be
10 paid to Plaintiff's Counsel no later than fifteen (15) calendar days following the payment
11 of the Settlement Sum to the Settlement Administrator

12 **6.1.3. SERVICE PAYMENT TO PLAINTIFF:** The amount awarded to
13 Plaintiff as a service payment shall equal \$10,000.00, subject to Court approval. This
14 amount will be deducted from the Settlement Sum as set forth in Subsection 6.1.1. An
15 IRS Form 1099 will be issued to Plaintiff for her service payment. Defendant agrees not
16 to dispute or otherwise object to the service payment if it is an amount that does not
17 exceed \$10,000.00. The service payment awarded by the Court shall be paid to Plaintiff
18 no later than fifteen (15) calendar days following the payment of the Settlement Sum to
19 the Settlement Administrator.

20 **6.1.4. ATTORNEYS' LITIGATION EXPENSES:** Plaintiff's Counsel will be
21 reimbursed from the Settlement Sum, as set forth in Subsection 6.1.1, in an amount to be
22 set by the Court for documented out-of-pocket litigation costs and expenses, not to
23 exceed two thousand five hundred dollars (\$2,500.00). Defendant agrees not to object or
24 dispute Plaintiff's requests for costs in an amount of up to \$2,500.00. The attorneys'
25 litigation expenses awarded by the Court shall be paid to Plaintiff's Counsel no later than
26 fifteen (15) calendar days following the payment of the Settlement Sum to the Settlement
27 Administrator.

1 **6.1.5. SETTLEMENT ADMINISTRATOR PAYMENT:** The Settlement
2 Administrator's payment will be subtracted from the Settlement Sum, as set forth
3 in Subsection 6.1.1, in an amount to be set by the Court, not to exceed Six Thousand Five
4 Hundred Dollars (\$6,500.00) based on 612 aggrieved employees. The Settlement
5 Administrator's payment shall be paid to the Settlement Administrator no later than
6 fifteen (15) calendar days following the payment of the Settlement Sum to the Settlement
7 Administrator.

8 **6.1.6. PAYMENT TO PAGA EMPLOYEES:** The PAGA Employee Fund
9 shall be paid to PAGA Employees no later than fifteen (15) calendar days following the
10 payment of the Settlement Sum to the Settlement Administrator in accordance with the
11 following formula: Each PAGA Employee shall receive a *pro rata* share of the amount of
12 the PAGA Employee Fund in accordance with the formula set forth in Section 5.4. If, as
13 a result of rounding to the nearest cent there is an amount remaining in the PAGA
14 Employee Fund, the remainder shall be included as part of the LWDA Payment.
15 Payments to PAGA Employees shall be mailed by First Class U.S. Mail, and shall be
16 accompanied by the Notice of PAGA Settlement, in both English and Spanish, submitted
17 herewith as **Exhibit A**.

18 **6.1.7.** Payments to PAGA Employees shall be in the form of a mailed check that
19 shall remain valid for one hundred eighty (180) calendar days from issuance. For any
20 PAGA Employee whose check remains uncashed ninety (90) calendar days from
21 issuance, the Settlement Administrator shall mail a reminder notice that the check will
22 only remain valid for one hundred eighty (180) calendar days from issuance. Thereafter,
23 all uncashed checks shall be voided and any remaining monies from the PAGA
24 Employee Fund shall be paid to the LWDA with the LWDA Payment.

25 **6.1.8.** The LWDA Payment shall be paid to the LWDA no later than fifteen (15)
26 days following the expiration of the 180-day deadline for PAGA Employees to cash or
27 deposit their settlement checks.

6.1.9. Within 15 calendar days of receiving approval from the Parties' counsel of the payment calculations, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the Settlement Sum.

7. **COURT APPROVAL:** Should the Court not approve this Settlement Agreement, the Parties shall request leave and work jointly to attempt to remedy the Settlement Agreement in order to obtain the Court's approval. If, despite the Parties best efforts, the Court still does not approve the Settlement Agreement, this Settlement Agreement shall become null and void and have no force and effect.

8. **CONTINGENCIES:**

This Settlement Agreement is contingent on the review and approval of the of the Court as required under California Labor Code §2699(1)(2).

9. **REPRESENTATIONS AND WARRANTIES:** In further consideration for payment by Defendant of the Settlement Sum, Plaintiff represents and warrants that she has the right and exclusive authority to execute this Settlement Agreement. Each Party to this Settlement Agreement also represents and warrants the following:

9.1. Each Party has carefully read, and knows and understands the full contents of this Settlement Agreement and is voluntarily entering into this Settlement Agreement after having received independent legal advice from her or its attorneys with respect to the advisability of making the settlement provided for herein.

9.2. In executing this Settlement Agreement, no Party relies or has relied on any statement, representation, omission, inducement, or promise of any other Party (or any officer, agent, employee, representative, or attorney for any other Party), except as expressly stated in this Settlement Agreement.

9.3. Each Party to this Settlement Agreement has investigated the facts relevant to this settlement and this Settlement Agreement, and all matters pertaining thereto, to the full extent that each Party deems necessary.

9.4. Each of the Parties has participated in the drafting of all provisions of this

Settlement Agreement, has had an adequate opportunity to read, review, and consider the effect of the language of this Settlement Agreement, and has agreed to its terms.

10. **CHOICE OF LAW AND VENUE:** The rights and obligations of the Parties under this Settlement Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. California law shall govern the interpretation of this Settlement Agreement even if a choice of law analysis under state or federal law would dictate that another forum's law be applied. The proper venue for in any action relating to, connected to, involving, or arising out of this Settlement Agreement shall be Kern County, California.

11. **COOPERATION:** Each Party agrees that they will abide by this Settlement Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Settlement Agreement.

12. **SEVERANCE:** If any provision of this Settlement Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this Settlement Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Settlement Agreement, except upon waiver in writing by the applicable Released Party. However, if the Court, prior to approving this Settlement Agreement, indicates the need to sever any provision of this Settlement Agreement to obtain the Court's approval, the Parties shall meet and confer regarding the proposed severance, and each shall have the right to declare null and void the Settlement Agreement in its entirety if the proposed severing is unsatisfactory to them.

13. **NON-ADMISSION OF WRONGDOING:** The Parties agree that this Settlement Agreement does not constitute an admission of Defendant or any Releasee of any of the matters alleged in the Lawsuit or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this Settlement Agreement nor anything in this Settlement Agreement shall be construed to be or shall be admissible in any proceeding as evidence of

liability or wrongdoing of the Releasees.

14. ADDITIONAL TERMS:

14.1. This Settlement Agreement is binding upon and shall inure to the benefit of, the Parties hereto and their respective predecessors and successors in interest, owners, members, parents, subsidiaries, trusts, affiliates, related entities and/or persons, heirs and assigns, past, present or future officers, directors, trustees, employees, partners, managers, shareholders, agents, insurers and legal representatives, and all persons acting by, through, under, or in concert with any of them.

14.2. Given that all Parties hereto had the opportunity to draft, review, and edit the language of this Settlement Agreement, no presumption for or against any Party arising out of drafting all or any part of this Settlement Agreement may be applied in any action relating to, connected to, involving, or arising out of this Settlement Agreement. Accordingly, the Parties hereby waive the benefit of any legal principle or rule providing that, in cases of uncertainty, the language of a contract should be interpreted against the Party who caused the uncertainty to exist.

14.3. This Settlement Agreement may be executed in counterparts. A signature by way of e-mail, facsimile, or DocuSign shall serve as an original for all purposes.

14.4. Headings in this Settlement Agreement are included solely for convenience and shall not control the meaning or interpretation of any provision of this Settlement Agreement.

14.4. This Settlement Agreement may not be amended, altered, or modified except in writing and signed by the Parties hereto, their successors in interest, or their duly authorized representatives, and approved by the Court.

14.6. The Parties shall each bear their own costs, attorneys' fees, expert fees, mediator fees, and other fees incurred in connection with this Settlement Agreement and the Lawsuit, except as otherwise set forth specifically herein.

14.7. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or

1 constitute a further waiver by such Party of the same or any other condition, covenant, right, or
2 remedy. No waiver of any condition or covenant contained in this Settlement Agreement shall be
3 valid unless stated in writing and signed by the waiving party and/or her/its counsel.

4 **15. ENTIRE AGREEMENT:** This Settlement Agreement sets forth the entire agreement
5 between the Parties hereto and fully supersedes any and all prior and/or supplemental
6 understandings, whether written or oral, between the Parties concerning the subject matter of this
7 Settlement Agreement. Plaintiff acknowledged that she has not relied on any representations,
8 promises or agreements of any kind made to them in connection with their decision to accept the
9 terms of this Settlement Agreement, except for the representations, promises, and agreements
10 herein. Any modification to this Settlement Agreement must be in writing and signed by Plaintiff
11 and an authorized agent of all Defendant in order to take effect and bind the Parties.

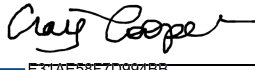
12 **IN WITNESS WHEREOF**, the parties knowingly and voluntarily executed this Private
13 Attorneys General Act Settlement Agreement and Release subject to court review and approval,
14 as of the date set forth below.

15
16 Dated: _____

17
18 Plaintiff CINTHIA NAVARRO, on behalf of
19 herself and all others similarly situated, and on
20 behalf of the general public and the State of
California

21 Dated: _____
22 3/28/2024

DocuSigned by:



ESTAE58F7D994BB

Defendant WONDERFUL ORCHARDS LLC

23
24 By: _____

APPROVED AS TO FORM AND CONTENT:

Dated: _____

MOSS BOLLINGER LLP

By: _____

Jeremy F. Bollinger

Dennis F. Moss

Ari E. Moss

Attorneys for Plaintiff

Dated: 3/29/2024

ROLL LAW GROUP PC

By: Reid Davis

Reid P. Davis

Attorneys for Defendant

1 constitute a further waiver by such Party of the same or any other condition, covenant, right, or
2 remedy. No waiver of any condition or covenant contained in this Settlement Agreement shall be
3 valid unless stated in writing and signed by the waiving party and/or her/its counsel.

4 15. **ENTIRE AGREEMENT:** This Settlement Agreement sets forth the entire agreement
5 between the Parties hereto and fully supersedes any and all prior and/or supplemental
6 understandings, whether written or oral, between the Parties concerning the subject matter of this
7 Settlement Agreement. Plaintiff acknowledged that she has not relied on any representations,
8 promises or agreements of any kind made to them in connection with their decision to accept the
9 terms of this Settlement Agreement, except for the representations, promises, and agreements
10 herein. Any modification to this Settlement Agreement must be in writing and signed by Plaintiff
11 and an authorized agent of all Defendant in order to take effect and bind the Parties.

12 **IN WITNESS WHEREOF**, the parties knowingly and voluntarily executed this Private
13 Attorneys General Act Settlement Agreement and Release subject to court review and approval,
14 as of the date set forth below.

15
16 Dated: 3/28/2024

DocuSigned by:

CN

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17
18 Plaintiff CINTHIA NAVARRO, on behalf of
19 herself and all others similarly situated, and on
20 behalf of the general public and the State of
California

21 Dated: _____

22
23 Defendant WONDERFUL ORCHARDS LLC

24 By: _____

APPROVED AS TO FORM AND CONTENT:

Dated: 3/28/2024

MOSS BOLLINGER LLP

DocuSigned by:



By: 4D110576CE04438...

Jeremy F. Bollinger

Dennis F. Moss

Ari E. Moss

Attorneys for Plaintiff

Dated: _____

ROLL LAW GROUP PC

By: _____

Reid P. Davis

Attorneys for Defendant

EXHIBIT A

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Cynthia Navarro v. Wonderful Orchards, LLC.
Kern County Superior Court Case No. BCV-22-101079

<<Name>>
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I. NOTICE OF PAGA SETTLEMENT

The Kern County Superior Court (the “Court”) has approved a settlement in the above-identified action filed by Cynthia Navarro (“Plaintiff”) on behalf of herself and all other aggrieved employees.

In this lawsuit, Plaintiff is seeking to recover civil penalties for alleged violations of the California Labor Code and Industrial Welfare Commission (“IWC”) Wage Orders on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under the California Private Attorneys General Act (the “PAGA”). This claim for civil penalties is based on Plaintiff’s allegations that Wonderful Orchards, LLC (“Defendant”) failed to pay minimum and overtime wages by failing to include incentive pay in the calculation of the regular rate of pay for overtime and for pre- and post-shift off the clock work, as required by law; failed to timely pay all wages during employment; failed to keep legally compliant payroll records; failed to provide compliant wage statements; and/or failed to pay all wages upon discharge or resignation.

Defendant denies all Plaintiff’s allegations. Defendant contends that it followed and complied with all applicable California laws during the time period relevant to Plaintiff’s action.

The Court has not decided the merits of Plaintiff’s claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff’s claims. Rather, this Notice comes after Plaintiff and Defendant settled this matter. Defendant has not admitted liability and enters into the settlement seeking to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are considered a “PAGA Employee” by the parties, defined as: “All persons employed as non-exempt agricultural employee by Defendant Wonderful Orchards, LLC during the PAGA Period who: (i) performed spray operations job duties at any time during the PAGA period, and/or (ii) received a Safety Incentive payment in April 2021.” The “PAGA Period” is February 23, 2021, to July 7, 2023.

II. INDIVIDUAL PAGA PAYMENT

Each PAGA Employee is being issued, as part of the settlement, an individual payment. The individual payment for each PAGA Employee was calculated based on the number of PAGA Pay Periods that each PAGA Employee performed spray duties, whether the PAGA Employee received incentive pay in April 2021, and whether the PAGA Employee experienced a termination. A PAGA Pay Period includes all pay periods during the PAGA Period in which a PAGA Employee worked for Defendant. Your individual payment is enclosed with this Notice.

III. RELEASE

The Court has approved the Parties’ Settlement Agreement (“Settlement”). By operation of the Settlement’s terms, all PAGA Employees hereby release all claims under PAGA arising in PAGA Pay Periods for violations

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Cinthia Navarro v. Wonderful Orchards, LLC.

Kern County Superior Court Case No. BCV-22-101079

of the California Labor Code, including §§ 201, 202, 203, 226, 205.5, 510, 512, 1174(d), 1174.5, 1194, 1197, and alleged violations of applicable Industrial Welfare Commission (“IWC”) Wage Orders, including but not limited to subsections 3, 4, 7 of Wage Orders 14 which were alleged by Plaintiff, or reasonably could have been alleged by Plaintiff by reason of or in connection with the same set of operative facts set forth or referred to in the Lawsuit. Without limiting the foregoing release, Released Claims shall include claims under PAGA reasonably related to allegations of failure to pay minimum wage or overtime wages as required by law, failure to include incentive pay in the calculation of the regular rate of pay for overtime, failure to compensate pre- and post-shift off the clock work, failure to timely pay all wages during employment, failure to keep legally compliant payroll records, failure to provide compliant wage statements, and failure to pay all wages upon discharge or resignation.

Upon entry of the Order approving the Settlement, any PAGA Employee covered by this Settlement (including you) will be barred from proceeding with any of the PAGA claims released by this Settlement.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, Phoenix Settlement Administrators, at [ADMINISTRATOR INFO] with any questions.

Settlement checks will be void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the Labor & Workforce Development Agency. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.