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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

JOSEFINA ARZATE, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

COASTAL BLOOMS NURSERY LLC, a
limited liability company; and DOES 1 through
10, inclusive,

Defendants

Case No.: 22CV00778
(REPRESENTATIVE ACTION)

Assigned For All Purposes to the Honorable
Thomas P. Anderle

PAGA SETTLEMENT AGREEMENT

Complaint filed: February 25, 2022
FAC filed: April 29, 2022
Trial date: Not set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Josefina Arzate (“Plaintiff”) and defendant Coastal Blooms Nursery LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Arzate v. Coastal Blooms Nursery LLC, et al.*, Case No. 22CV00778 initiated on February 25, 2022 and pending in Superior Court of the State of California, County of Santa Barbara.
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of the Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendant in California and classified as a non-exempt hourly paid employee during the PAGA Period. Although whether each said employee was or is truly “aggrieved” is disputed between the Parties, the term “Aggrieved Employee” is used for simplicity in this Agreement.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods worked during the PAGA Period.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

- 1.7. “Court” means the Superior Court of California, County of Santa Barbara.
- 1.8. “Defense Counsel” means the attorneys of LightGabler.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order approving the PAGA Settlement; and (b) the Judgment is final. The Judgment is final when it is no longer subject to appeal, or sixty-one (61) days after Judgment is entered, as long as no notice of appeal is filed; or, if a notice of appeal is filed, the date that appeal is fully resolved and no longer subject to appeal.
- 1.10. “Gross Settlement Amount” means One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses.
- 1.11. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. “Judgment” means the judgment entered by the Court based upon the Approval of the PAGA Settlement.
- 1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

- 1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff’s payment as set forth in section 3.2.3, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16. “PAGA Counsel” means Moon & Yang APC, the attorneys representing Plaintiff in the Action.
- 1.17. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.19. “PAGA Period” or “PAGA Release Period” means the period from February 19, 2021 through May 22, 2023.
- 1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.21. “PAGA Notice” means Plaintiff’s February 19, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.22. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.
- 1.23. “Plaintiff” means Josefina Arzate, the named plaintiff in the Action.
- 1.24. “Approval Order” means the Court Order Granting Approval of PAGA Settlement.
- 1.25. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel on behalf of all Aggrieved Employees and as described in Paragraph 5 below.
- 1.26. “Released Parties” means: Defendant, including Defendant’s joint employers, staffing companies, officers, owners, directors, members, shareholders, agents, assigns, attorneys, insurers, independent contractors, employees, predecessors, successors, parents,

1 subsidiaries, affiliates, related entities or other representatives of any kind, and related
2 parties.

3 1.27. "Settlement" means the disposition of the Action effected by this Agreement and the
4 Judgment.

5 1.28. "Defendant" means named Defendant Coastal Blooms Nursery LLC.

6 **2. RECITALS.**

7 2.1. On February 25, 2022, Plaintiff commenced this Action by filing a Complaint alleging
8 causes of action against Defendant for: (1) Failure to Pay Minimum Wage and Straight
9 Time Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay
10 Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal
11 Periods [Cal. Lab. Code §§ 226.7 and 512]; (4) Failure to Authorize and Permit Rest
12 Breaks [Cal. Lab. Code § 226.7]; (5) Failure to Indemnify Necessary Business Expenses
13 [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab.
14 Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab.
15 Code § 226]; and (8) Unfair Business Practices [Cal. Bus & Prof. Code §§ 17200, *et seq.*].

16 2.2. On April 29, 2022, Plaintiff filed a First Amended Complaint alleging an additional cause
17 of action against Defendant for civil penalties under PAGA. The First Amended
18 Complaint is the operative complaint in the Action (the "Operative Complaint.")
19 Defendant denies the allegations in the Operative Complaint, denies any failure to comply
20 with the laws identified in the Operative Complaint and denies any and all liability for the
21 causes of action alleged.

22 2.3. On November 7, 2022, pursuant to Plaintiff's request, the Court ordered the dismissal of
23 Plaintiff's class action and individual claims without prejudice, leaving a single cause of
24 action under PAGA in the Operative Complaint.

25 2.4. Pursuant to Labor Code section 2699.3 subd. (a), Plaintiff gave timely written notice to
26 Defendant and the LWDA by sending the PAGA Notice.

27 2.5. On March 23, 2023, the Parties participated in an all-day mediation presided over by
28 Steve Rottman, Esq., which led to this Agreement to settle the Action.

2.6. Prior to mediation, Plaintiff obtained, through informal discovery, policy documents, time and pay records, and data points related to the Aggrieved Employees (“PAGA Data”).

2.7. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 4.1 below, Defendant promises to pay One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. Prior to disbursing the Gross Settlement Amount, the Administrator will provide a disbursement breakdown to PAGA Counsel and Defense Counsel and will not disburse any funds until the breakdown is approved by both counsel. Any disputes regarding disbursement will be resolved by the Court. Upon receiving approval from counsel, the Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 3 1/3 % of the Gross Settlement Amount, which is currently estimated to be Fifty Thousand Dollars and Zero Cents (\$50,000.00) and a PAGA Counsel Litigation Expenses Payment of not more than Twenty Thousand Dollars and Zero Cents (\$20,000.00). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a

PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the Plaintiff: Plaintiff will receive a payment of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) in exchange for her service as the representative plaintiff in the Action and the releases she is making as set forth in section 5 of this Agreement

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) less the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's payment, and Administrator Expenses Payment as approved by the Court, are to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment on a pro

1 rata basis by (a) dividing the amount of the Aggrieved Employees' 25%
2 share of PAGA Penalties by the total number of PAGA Period Pay Periods
3 worked by all Aggrieved Employees during the PAGA Period and (b)
4 multiplying the result by each Aggrieved Employee's PAGA Period Pay
5 Periods. Aggrieved Employees assume full responsibility and liability for
6 any taxes owed on their Individual PAGA Payment.

7 3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested,
8 the Administrator will allocate the remainder to the Net Settlement
9 Amount. The Administrator will report the Individual PAGA Payments on
10 IRS 1099 Forms.

11 **4. SETTLEMENT FUNDING AND PAYMENTS.**

12 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant
13 estimates there are 697 Aggrieved Employees who worked a total of 13,972 PAGA Pay
14 Periods. If as of the end of the PAGA Release Period the actual number of pay periods is
15 more than 10% larger than the estimated number of 13,972 pay periods (i.e., 15,370 or
16 more pay periods) the Gross Settlement Amount shall be increased by the percentage by
17 which the actual number of pay periods exceeds the estimated number of 13,972 pay
18 periods. The Gross Settlement Amount will not be reduced due to Defendant's estimate.

19 4.2. Aggrieved Employee Data. Within 15 days of the Court signing the Approval Order,
20 Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a
21 Microsoft Excel spreadsheet. To protect the Aggrieved Employees' privacy rights, the
22 Administrator must maintain the Aggrieved Employee Data in confidence, use the
23 Aggrieved Employee Data only for purposes of this Settlement and for no other purpose,
24 and restrict access to the Aggrieved Employee Data to Administrator employees who need
25 access to the Aggrieved Employee Data to effect and perform under this Agreement.
26 Defendant has a continuing duty to immediately notify the Administrator if it discovers
27 that the Aggrieved Employee Data omitted employee identifying information and to
28 provide corrected or updated Aggrieved Employee Data to the Administrator as soon as

1 reasonably feasible. Without any extension of the deadline by which Defendant must send
2 the Aggrieved Employee Data to the Administrator, the Parties and their counsel will
3 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues
4 related to missing or omitted Aggrieved Employee Data.

5 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
6 Amount by transmitting the funds to the Administrator no later than 304 days after the
7 Effective Date, which is 365 days after the Approval Order or Judgment.

8 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the
9 Gross Settlement Amount, and after counsel approve the Administrator's proposed list of
10 distributions, the Administrator will mail checks for all Individual PAGA Payments, the
11 LWDA PAGA Payment, the Administration Expenses Payment, Plaintiff's payment, the
12 PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment.
13 Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation
14 Expenses Payment shall not precede disbursement of Individual PAGA Payments.

15 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send
16 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The
17 face of each check shall prominently state the date (not less than 180 days after the
18 date of mailing) when the check will be voided. The Administrator will cancel all
19 checks not cashed by the void date. Before mailing any checks, the Settlement
20 Administrator must update the recipients' mailing addresses using the National
21 Change of Address Database.

22 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all
23 Aggrieved Employees whose checks are returned undelivered without a USPS
24 forwarding address. Within 7 days of receiving a returned check the Administrator
25 must re-mail checks to the USPS forwarding address provided or to an address
26 ascertained through the Aggrieved Employee Address Search. The Administrator
27 need not take further steps to deliver checks to Aggrieved Employees whose re-
28 mailed checks are returned as undelivered. The Administrator shall promptly send

a replacement check to any Aggrieved Employee whose original check was lost or misplaced, and requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff on behalf of herself and all Aggrieved Employees and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the

provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

“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.”

5.2. Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notice that was sent to Defendant and the LWDA by Plaintiff, which include PAGA claims based on Defendant’s alleged failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods and rest periods and/or premium pay, failure to reimburse business expenses, failure to timely pay wages at termination, failure to provide accurate itemized wage statements, failure to maintain accurate records, failure to pay all earned wages two times per month, violation of Business & Professions Code section 17200, *et seq.*, and all other claims and allegations made or which could have reasonably been made in the Action based on the facts and allegations pled in the Operative Complaint and PAGA Notice. The Parties intend this release to be limited to claims for PAGA civil penalties only.

5.3. Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for attorneys’ fees and costs including PAGA fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

1 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
2 documents necessary for obtaining approval of this Settlement under Labor Code section
3 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA
4 Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed"
5 bid for administering the Settlement and attesting to its willingness to serve; competency;
6 operative procedures for protecting the security of Aggrieved Employee Data; amounts of
7 insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts
8 relevant to any actual or potential conflicts of interest with Aggrieved Employees or the
9 LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA
10 Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its
11 timely transmission to the LWDA of all necessary PAGA documents (initial notice of
12 violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code
13 section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and
14 (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved
15 Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel
16 shall aver whether they are aware of any other pending matter or action asserting claims
17 that will be extinguished or adversely affected by the Settlement.

18 6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly
19 responsible for expeditiously finalizing and filing the application or motion for approval of
20 this Settlement no later than 30 days after the full execution of this Agreement and, if
21 necessary, obtaining a prompt hearing date for the motion and appearing in Court to
22 advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's
23 Approval Order to the Administrator.

24 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or
25 motion for approval of this Settlement and/or the supporting declarations and documents,
26 PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the
27 Parties by corresponding by email, and/or meeting in person or by telephone if needed, and
28 in good faith, to resolve the disagreement. If the Court does not grant the motion for

1 approval of this Settlement or conditions its approval on any material change to this
2 Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on
3 behalf of the Parties by corresponding by email, and/or meeting in person or by telephone
4 if needed, and in good faith, to modify the Agreement and otherwise satisfy the Court's
5 concerns.

6 **7. SETTLEMENT ADMINISTRATION.**

7 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action
8 Administration Solutions to serve as the Administrator and verified that, as a condition of
9 appointment, Phoenix Class Action Administration Solutions agrees to be bound by this
10 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
11 exchange for payment of Administration Expenses. The Parties and their Counsel
12 represent that they have no interest or relationship, financial or otherwise, with the
13 Administrator other than a professional relationship arising out of prior experiences
14 administering settlements.

15 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
16 Identification Number if needed for any distribution purpose and providing reports to state
17 and federal tax authorities.

18 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
19 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
20 section 468B-1.

21 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
22 performed or observed by the Administrator contained in this Agreement or otherwise.

23 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES**

24 Based on its records, Defendant estimates that, as of the date of this Settlement, there are 697
25 Aggrieved Employees who worked 13,972 Pay Periods during the PAGA Period.

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1 **9. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry
2 of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement
3 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
4 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

5 9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
6 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
7 PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive
8 all rights to appeal from the Judgment, including all rights to post-judgment and appellate
9 proceedings, the right to file motions to vacate judgment, motions for new trial,
10 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
11 right to oppose such motions, writs or appeals. If another party appeals the Judgment, the
12 Parties' obligations to perform under this Agreement will be suspended until such time as
13 the appeal is finally resolved and the Judgment becomes final, except as to matters that do
14 not affect the amount of the Net Settlement Amount.

15 **10. ADDITIONAL PROVISIONS.**

16 10.1. No Admission of Liability or Representative Manageability for Other Purposes. This
17 Agreement represents a compromise and settlement of highly disputed claims. Nothing in
18 this Agreement is intended or should be construed as an admission by Defendant that any
19 of the allegations in the PAGA Notice or Operative Complaint have merit or that
20 Defendant has any liability for any claims asserted; nor should it be intended or construed
21 as an admission by Plaintiff that Defendant's defenses in the Action have merit. The
22 Parties agree that representative treatment is for purposes of this Settlement only. If, for
23 any reason the Court does not approve this Settlement, Defendant reserves all available
24 defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's
25 defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will
26 have no bearing on, and will not be admissible in connection with, any litigation (except
27 for proceedings to enforce or effectuate the Settlement and this Agreement).

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- 1 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
2 together with its attached exhibits shall constitute the entire agreement between the Parties
3 relating to the Settlement, superseding any and all oral representations, warranties,
4 covenants, or inducements made to or by any Party.
- 5 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
6 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
7 appropriate action required or permitted to be taken by such Parties pursuant to this
8 Agreement to effectuate its terms, and to execute any other documents reasonably required
9 to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their
11 best efforts, in good faith, to implement the Settlement by, among other things, modifying
12 the Settlement Agreement, submitting supplemental evidence and supplementing points
13 and authorities as requested by the Court. In the event the Parties are unable to agree upon
14 the form or content of any document necessary to implement the Settlement, or on any
15 modification of the Agreement that may become necessary to implement the Settlement,
16 the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 17 10.5. No Prior Assignments. The Parties separately represent and warrant that they have not
18 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
19 encumber to any person or entity and portion of any liability, claim, demand, action, cause
20 of action, or right released and discharged by the Party in this Settlement.
- 21 10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are
22 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
23 relied upon as such within the meaning of United States Treasury Department Circular 230
24 (31 CFR Part 10, as amended) or otherwise.
- 25 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended,
26 modified, changed, or waived only by an express written instrument signed by all Parties
27 or their representatives, and approved by the Court.

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- 1 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
2 benefit of, the successors of each of the Parties.
- 3 10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
4 governed by and interpreted according to the internal laws of the state of California,
5 without regard to conflict of law principles.
- 6 10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
7 this Agreement. This Agreement will not be construed against any Party on the basis that
8 the Party was the drafter or participated in the drafting.
- 9 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
10 during Action and in this Agreement relating to the confidentiality of information shall
11 survive the execution of this Agreement.
- 12 10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel
13 pursuant to Cal. Evidence Code section 1152, and all copies and summaries of the PAGA
14 Data provided to PAGA Counsel by Defendant in connection with the mediation, other
15 settlement negotiations, or in connection with the Settlement, may be used only with
16 respect to this Settlement, and no other purpose, and may not be used in any way that
17 violates any existing contractual agreement, statute, or rule of court. Not later than 90 days
18 after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff
19 shall destroy all paper and electronic versions of Aggrieved Employee Data and PAGA
20 Data received from Defendant unless, prior to the Administrator's payment of all
21 Settlement Funds, Defendant makes a written request to PAGA Counsel for the return,
22 rather than the destructions, of Aggrieved Employee Data and PAGA Data.
- 23 10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is
24 inserted for convenience of reference only and does not constitute a part of this
25 Agreement.

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1 10.14. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be
2 to calendar days. In the event any date or deadline set forth in this Agreement falls on a
3 weekend or federal legal holiday, such date or deadline shall be on the first business day
4 thereafter.

5 10.15. Notice. All notices, demands or other communications between the Parties in connection
6 with this Agreement will be in writing and deemed to have been duly given as of the third
7 business day after mailing by United States mail, or the day sent by email or messenger,
8 addressed as follows:

9 To Plaintiff:

10 Kane Moon (SBN 249834)
11 Allen Feghali (SBN 301080)
12 Edwin Kamarzarian (SBN 327830)
13 **MOON & YANG, APC**
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19 E-mail: allen.feghali@moonyanglaw.com
20 E-mail: edwin.kamarzarian@moonyanglaw.com

21 To Defendant:

22 Chandra A. Beaton (SBN 225787)
23 Kathleen M. Fellows (SBN 277139)
24 **LIGHTGABLER**
25 760 Paseo Camarillo, Suite 300
26 Camarillo, California 93010
27 Telephone: (805) 248-7208
28 Facsimile: (805) 248-7209
Email: cbeaton@lightgablerlaw.com
Email: kfellows@lightgablerlaw.com

10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts
by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement
shall be accepted as an original. All executed counterparts and each of them will be
deemed to be one and the same instrument if counsel for the Parties will exchange between
themselves signed counterparts. Any executed counterpart will be admissible in evidence
to prove the existence and contents of this Agreement.

1 10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
2 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
3 further agree that upon the signing of this Agreement that pursuant to Code of Civil
4 Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil
5 Procedure section 583.310 for the entire period of this settlement process.

6 *[signatures on following page]*

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Plaintiff:

Dated: 6/23/2023

By:

DocuSigned by:

A8410F9B0FA64CC...

Josefina Arzate

Plaintiff's Counsel:

Dated: 6/23/2023

MOON & YANG, APC

By:

Charlotte Mikat-Stevens

Kane Moon

Allen Feghali

Edwin Kamarzarian

Charlotte Mikat-Stevens

Attorneys for Plaintiff JOSEFINA ARZATE,
individually and on behalf of aggrieved
employees

Defendant:

Dated:

COASTAL BLOOMS NURSERY LLC

By:

Print Name

Signature

Title

Defendant's Counsel:

Dated:

LIGHTGABLER

By:

Chandra A. Beaton

Kathleen M. Fellows

Attorneys for Defendant COASTAL BLOOMS
NURSERY LLC

1 **Plaintiff:**

2 Dated:

By: _____
Josefina Arzate

4 **Plaintiff's Counsel:**

5 Dated:

MOON & YANG, APC

By: _____
Kane Moon
Allen Feghali
Edwin Kamarzarian
Attorneys for Plaintiff JOSEFINA ARZATE,
individually and on behalf of aggrieved
employees

11 **Defendant:**

12 Dated: 6.26.2023

COASTAL BLOOMS NURSERY LLC

By: _____ Philip Greene

Print Name
DocuSigned by:
Philip Greene
70EC3C38A3BE47E

Signature

President

Title

20 **Defendant's Counsel:**

21 Dated: 6.26.2023

LIGHTGABLER

By:  _____
Chandra A. Beaton
Kathleen M. Fellows
Attorneys for Defendant COASTAL BLOOMS
NURSERY LLC