

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Matt Del Campo (“Plaintiff”) and defendant Ventura Investment Co. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Matt Del Campo v. Ventura Investments Co.* initiated on June 7, 2022 and pending in Superior Court of the State of California, County of Santa Barbara, case number 22CV02147.
- 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 this Settlement.
- 1.4. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.5. “Court” means the Superior Court of California, County of Santa Barbara.
- 1.6. “Defense Counsel” means Jonathan Fraser Light, Jamie Stein, and Brier Setlur of LightGabler.
- 1.7. “Effective Date” means the date when the Court enters a Judgment on its Order Approving the PAGA Settlement.
- 1.8. “Gross Settlement Amount” means \$80,000.00 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, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Payment, and the Administrator’s Expenses Payment.
- 1.9. “Individual PAGA Payment” means the PAGA Group Member’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the PAGA Group Member worked during the PAGA Period.
- 1.10. “Judgment” means the judgment entered by the Court based upon the Court’s approval of the settlement.
- 1.11. “LWDA” means the California Labor and Workforce Development Agency, the agency

entitled, under Labor Code section 2699, subd. (i).

- 1.12. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.13. “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, PAGA Representative Payment, and the Administration Expenses Payment. The remainder is to be paid to PAGA Group Members as Individual PAGA Payments.
- 1.14. “Notice of PAGA Settlement” means the letter, substantially similar to the form attached hereto as **Exhibit A**, explaining the Settlement to the PAGA Group Members, which will accompany each settlement check.
- 1.15. “PAGA Counsel” means Michael Crosner, Zachary Crosner, Jamie Serb, and Jonathan Stilz of Crosner Legal, PC, the attorneys representing the Plaintiff in the Action.
- 1.16. “PAGA Counsel Fees Payment” means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees incurred to prosecute the Action.
- 1.17. “PAGA Counsel Litigation Expenses Payment” means the amount allocated to PAGA Counsel for reimbursement of reasonable expenses incurred to prosecute the Action.
- 1.18. “PAGA Group” or “PAGA Group Member” means Plaintiff and all other individuals who are or were employed by Defendant in California as non-exempt employees, and who worked one or more pay periods during the PAGA Period.
- 1.19. “PAGA Group Address Search” means the Administrator’s investigation and search for current PAGA Group Members 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 PAGA Group Members.
- 1.20. “PAGA Group Employee Data” means PAGA Group identifying information in Defendant’s possession including the PAGA Group Member’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.21. “PAGA Pay Period” means any Pay Period during which a PAGA Group Member worked for Defendant for at least one day during the PAGA Period.
- 1.22. “PAGA Period” means the period from April 3, 2021 to December 1, 2022.
- 1.23. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

- 1.24. "PAGA Notice" means Plaintiff's March 24, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.25. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Group and the 75% to LWDA in settlement of PAGA claims.
- 1.26. "PAGA Representative" means the named Plaintiff in the Operative Complaint in the Action.
- 1.27. "PAGA Representative Payment" means the payment to the PAGA Representative for initiating the Action and providing services in support of the Action in an amount not to exceed \$7,500.00.
- 1.28. "Plaintiff" means Matt Del Campo, the named plaintiff in the Action.
- 1.29. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.30. "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, members, managers, supervisors, employees, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, agents, related entities, and representatives.
- 1.31. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.32. "Defendant" means named Defendant Ventura Investment Co.

2. RECITALS.

- 2.1. On June 7, 2022, Plaintiff commenced this Action by filing a Complaint alleging a single cause of action for PAGA penalties against Defendant for failure to provide compliant meal periods; failure to provide complaint rest periods; failure to pay minimum and overtime wages; failure to compensate for non-productive time; failure to provide accurate wage statements; failure to properly accrue and pay sick leave; failure to keep and maintain accurate payroll records; failure to reimburse business expenses; failure to produce employment records upon request; employment of employees under unlawful work conditions; refusal to pay wages due; secretly paying wages under minimum wage; failure to pay wage owed at time of separation; false representation about employment to induce relocation; failure to provide commission agreements; and unlawful background and criminal checks. The Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on March 24, 2022.
- 2.3. On November 15, 2022, the Parties participated in an all-day mediation presided over by Craig J. Ackerman, Esq. of Employment Mediation Corp., which led to this Agreement to settle the Action.
- 2.4. Prior to mediation the Settlement, Plaintiff obtained, through informal discovery, Plaintiff's personnel, time, and wage records, employee handbook and policies applicable to the PAGA Group, a random 33% sampling of the PAGA Group time and wage records, as well as the number of PAGA Group Members and PAGA Pay Periods.
- 2.5. 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 8 below, Defendant promises to pay \$80,000.00 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. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Group Members 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 Final Approval:
 - 3.2.1. To Plaintiff: A PAGA Representative Payment to Plaintiff of not more than \$7,500.00 (in addition to any Individual PAGA Payment the Plaintiff is entitled to as a PAGA Group Member). Defendant will not oppose Plaintiff's request for a PAGA Representative Payment that does not exceed this amount. As part of the Settlement approval motion, Plaintiff and/or PAGA Counsel will request approval for PAGA Representative Payment. If the Court approves a PAGA Representative Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA Representative Payment.
 - 3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount which is currently estimated to be \$26,666.67 and PAGA Counsel Litigation Expenses Payment of not more than \$5,500.00. Defendant will not oppose requests for Court approval of these payments

provided that they do not exceed these amounts. As part of the Settlement approval motion, Plaintiff and/or PAGA Counsel will request approval 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 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.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$3,000.00 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 \$3,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and PAGA Group Members: The PAGA Penalties are an estimated total of \$37,333.33 to be paid from the Gross Settlement Amount, with 75% (\$28,000.00) allocated to the LWDA PAGA Payment and 25% (\$9,333.33) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Group's 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all PAGA Group Members during the PAGA Period and (b) multiplying the result by each PAGA Group Member's PAGA Period Pay Periods. PAGA Group Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. PAGA Group Pay Periods. Based on a review of its records to date, Defendant estimated there were 96 PAGA Group Members who worked a total 2,062 PAGA Pay Periods between April 3, 2021 through November 15, 2022.

4.2. PAGA Group Data. Within 15 days of the Effective Date, Defendant will deliver the

PAGA Group Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Group Members' privacy rights, the Administrator must maintain the PAGA Group Data in confidence, use the PAGA Group Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Group Data to Administrator employees who need access to the PAGA Group Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Group Data omitted employee identifying information and to provide corrected or updated PAGA Group Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the PAGA Group Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Group Data.

- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 21 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Representative Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Group Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The distribution of Individual PAGA Payments shall be accompanied by the Notice of PAGA Settlement.
 - 4.4.3. The Administrator must conduct a PAGA Group Address Search for all PAGA Group Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the PAGA Group Address Search. The Administrator need not take further steps to deliver checks to PAGA Group Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Group Member whose original check was lost or misplaced, requested by the PAGA Group Member prior to the void date.

4.4.4. For any PAGA Group Member 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 PAGA Group Member.

4.4.5. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the PAGA Group Members (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 and PAGA Group Members will release claims against all Released Parties as follows:

5.1 Plaintiff's General Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all rights, claims, interest, liabilities, obligations, demands, and other actions related in any way to Plaintiff's employment or separation from employment with Defendant to the greatest extent permitted by state or federal law, including without limitation and without limiting the generality of the foregoing, any claims (whether state, federal, or administrative) for compensation, salaries, wages, bonuses, commissions, overtime, benefits, sick pay, holiday pay, vacation, paid time off, severance pay, paid leave benefits, penalties, interest, damages, back or front pay, costs, expenses, attorneys' fees, employee benefits, promises on any and all of the above, remedies of any other type, breach of contract or duty, fraud, misrepresentation, defamation, discrimination or harassment in any form, retaliation, breach of the implied covenant of good faith and fair dealing, wrongful or tortious discharge in violation of statute or public policy, negligent or intentional interference with contract or prospective economic advantage, assault, battery, invasion of privacy, intentional or negligent infliction of emotional distress, or any other claims arising under any federal, state, local or other governmental statute or ordinance, including without limitation, the National Labor Relations Act; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Americans with Disabilities Act of 1990; the Fair Labor Standards Act; the Occupational Safety and Health Act; the Consolidated Omnibus Budget Reconciliation Act of 1985; the Family and Medical Leave Act of 1993; the Rehabilitation Act of 1973; the Internal Revenue Code of 1986, as amended; the California Fair Employment and Housing Act; the California Family Rights Act; the California Labor Code; the California Civil Code; the California Government Code; the California Constitution; and all claims for punitive damages, exemplary damages, attorneys' fees and costs, as well as any other statutes, laws regulations or damages of similar effect("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, or 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 PAGA Group Members: All PAGA Group Members, including Plaintiff, are deemed to fully release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice that arose during the PAGA Period, including PAGA civil penalty claims based on the following underlying Labor Code sections: 201-203, 204, 210, 226, 226.3, 226.7, 512, 1194, 1197, 1198, 2802, as well as the applicable IWC Wage Order, sections 3, 7, 11, and 12. The Release Period for the Released Claims shall be the PAGA Period.

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.

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

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval

of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Order Granting Approval of PAGA Settlement to the Administrator.

- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected the Administrator to serve as the Administrator of this Settlement and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. PAGA GROUP SIZE ESTIMATES AND ESCALATOR CLAUSE

- 8.1 Based on its records, Defendant estimated that, as of the date of the mediation on November 15, 2022, there were 96 PAGA Group Members who worked 2,062 Pay Periods during the PAGA Period.
- 8.2 The Gross Settlement Amount was agreed upon based on Defendant's representations of the total number of Pay Periods in the PAGA Period. In the event that the total number of Pay Periods between April 3, 2021 to December 1, 2022 is 15% or more than 2,062 (i.e. more than 2,371 Pay Periods), then Defendant can either increase the Gross

Settlement Amount proportionately for each additional Pay Period over 2,371, or Defendant can elect to end the PAGA Period as of November 15, 2022 instead and pay the original Gross Settlement Amount.

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

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

9.2 **Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.** If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by PAGA Group Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain approval of the Settlement and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the PAGA Representative Payment or any payments to PAGA Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. **ADDITIONAL PROVISIONS.**

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

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of PAGA Group Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of PAGA Group Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of PAGA Group Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 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:

Zachary Crosner
zach@crosnerlegal.com
Michael Crosner
mike@crosnerlegal.com
Jamie Serb
jamie@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

To Defendant:

Jonathan Fraser Light
jlight@lightgablerlaw.com
Jamie Stein

jstein@lightgablerlaw.com
Brier Setlur
bsetlur@lightgablerlaw.com
LightGabler
760 Paseo Camarillo, Suite 300
Camarillo, CA 93010

- 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.
- 10.17 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 the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

[Signatures on Next Page]

APPROVED AS TO CONTENT:

Dated: 02 / 02 / 2023

Matt Del Campo

Plaintiff Matt Del Campo

Dated: _____

Barton Stern, President
On behalf of Defendant Ventura Investment Co.

APPROVED AS TO FORM:

Dated: 2/2/2023

CROSNER LEGAL, PC



Zachary Crosner, Esq.
Michael Crosner, Esq.
Jamie Serb, Esq.
Attorneys for Plaintiff

Dated: _____

DEFENSE FIRM

Jonathan Fraser Light, Esq.
Jamie Stein, Esq.
Brier Setlur, Esq.
Attorneys for Defendant Ventura Investment Co.

APPROVED AS TO CONTENT:

Dated: _____

Plaintiff Matt Del Campo

Dated: 1/30/2023



Barton Stern, President
On behalf of Defendant Ventura Investment Co.

APPROVED AS TO FORM:

Dated: _____

CROSNER LEGAL, PC

Zachary Crosner, Esq.
Michael Crosner, Esq.
Jamie Serb, Esq.
Attorneys for Plaintiff

Dated: January 30, 2023

DEFENSE FIRM



Jonathan Fraser Light, Esq.
Jamie Stein, Esq.
Brier Setlur, Esq.
Attorneys for Defendant Ventura Investment Co.

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA**

You are receiving this Notice because you are entitled to money as a result of a court approved settlement in *Matt Del Campo v. Ventura Investments Co.* Santa Barbara County Superior Court, Case No. 22CV02147 (the “**Lawsuit**”).

What is this case about?

In the Lawsuit, Plaintiff Matt Del Campo asserted representative claims against Defendant Ventura Investment Co. on behalf of Plaintiff and all other individuals who are or were employed by Defendant in California as non-exempt employees, and who worked one or more pay periods during the period of April 3, 2021 through December 1, 2022 (the “Settlement Period”). Plaintiff alleges claims for civil penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”) (Labor Code section 2698 *et seq.*) based on Defendant’s alleged violation of underlying Labor Code sections. A PAGA action is an action for civil penalties in which the State of California receives 75 percent of the civil penalties collected.

Defendant contends that it has fully complied with the law and denies and disputes each of the claims and contentions alleged by Plaintiff in the Lawsuit. Nevertheless, the parties reached a settlement of the Lawsuit in order to avoid further costs and time in defending the Lawsuit.

What are the terms of the Settlement?

Plaintiff and Defendant reached a settlement which was reviewed and approved by the Court on [date]. You are receiving this notice and a check made payable to you because Defendant’s records show that you were employed by Defendant as a non-exempt employee during the Settlement Period, as described above. Accordingly, you are subject to the settlement and are entitled to an Individual Settlement Payment based on your percentage share of pay periods during the Settlement Period. The enclosed settlement check will remain valid for 180 days after mailing. Checks remaining un-cashed for more than 180 days after issuance will be become void and the funds will be deposited in the California Controller’s Unclaimed Property Fund.

The settlement resolves and release all PAGA claims of the non-exempt employees who worked for Defendant during the Settlement Period for violations alleged in the Lawsuit, or reasonably could have been alleged based on the facts contained in the Lawsuit, including claims for failure to provide compliant meal periods; failure to provide complaint rest periods; failure to pay minimum and overtime wages; failure to compensate for non-productive time; failure to provide accurate wage statements; failure to properly accrue and pay sick leave; failure to keep and maintain accurate payroll records; failure to reimburse business expenses; failure to produce employment records upon request; employment of employees under unlawful work conditions; refusal to pay wages due; secretly paying wages under minimum wage; failure to pay wage owed at time of separation; false representation about employment to induce relocation; failure to provide commission agreements; and unlawful background and criminal checks. As you have been identified as a non-exempt employee who worked for Defendant during the Settlement Period, you are subject to this release.

By Order dated [insert], the Superior Court of California for the County of San Barbara approved the

settlement of the Lawsuit and the above release of PAGA claims.

What should I do now?

You are automatically included in this Settlement. You may immediately deposit your enclosed settlement check and need not take any further action at this time.

Please Note: One hundred percent (100%) of your payment will be considered civil penalties; may be subject to local, state, and/or federal tax withholdings; and will be reported to the IRS and applicable state tax authorities. You should rely on your own tax advisors as to the tax consequences of your Settlement Payment. Neither Plaintiff nor Defendant have made or will make any representations or warranties regarding the taxation of your settlement payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or your Settlement Payment. If you have any questions, you may call or write to Phoenix Settlement Administrators (the Settlement Administrator) using the contact information at the top of this correspondence.