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Attorneys for Plaintiff Jose Ramon Perez Vaca, on behalf of himself and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO

JOSE RAMON PEREZ VACA, on behalf
of himself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

SRAN AG II, INC., a California
corporation, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: 22CECG03802

Assigned to the Hon. Jeffrey Y. Hamilton, Dept. 503

**DECLARATION OF DANIEL F. GAINES IN
SUPPORT OF UNOPPOSED MOTION FOR
AN ORDER APPROVING SETTLEMENT OF
CLAIMS BROUGHT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT OF
2004, AWARDING ATTORNEYS’ FEES,
COSTS, ENHANCEMENT AWARD
PAYMENT, AND REIMBURSEMENT OF
SETTLEMENT ADMINISTRATION
EXPENSES, AND DISMISSING ACTION
WITH PREJUDICE**

Date: February 29, 2024

Time: 3:30 p.m.

Dept.: 503

Complaint Filed: November 29, 2022

Trial Date: December 9, 2024

1 I, DANIEL F. GAINES, hereby declare and state as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I am
3 the managing shareholder of Gaines & Gaines, APLC, counsel for Plaintiff Jose Ramon Perez Vaca
4 ("Plaintiff") in this action. I have personal knowledge of the facts set forth herein and if called as
5 a witness to testify to them, I could and would do so competently.

6 **Counsel's Experience and Recommendation:**

7 2. I obtained my BS degree from the University California at Berkeley in 2003. I
8 majored in Business Administration at the Haas School of Business.

9 3. Thereafter, I attended the University of Virginia School of Law. At Virginia, I was
10 a member of the editorial board of the Virginia Tax Review. I was also the recipient of the Lacy
11 Armour Scholarship, awarded to recognize academic excellence. At Virginia, I focused my studies
12 on tax and real estate. I earned my JD and became a member of the California Bar in 2007.

13 4. Until his retirement, I practiced law with my partner/father, Kenneth, at Gaines &
14 Gaines, APLC. Our practice specializes in litigation, with an emphasis in employment disputes
15 like this one. Over 95% of my practice is devoted to complex employment litigation similar to the
16 instant action.

17 5. As this Court knows, my firm regularly represents employees in complex
18 employment matters such as this one, with an emphasis in wage and hour issues. I have participated
19 in and have been certified as Court-approved class and representative counsel in hundreds of class
20 and representative action matters since my admission to the Bar. Attached hereto as **Exhibit A** is
21 a true and correct list of some of the cases in which I have represented employees in wage and hour
22 matters and been appointed as class and representative counsel.

23 **Background and Procedural History**

24 6. Defendant is a grower of organic almonds.

25 7. Plaintiff was employed by Defendant from November 2017 through December
26 2021. During his employment with Defendant, Plaintiff worked as a non-exempt Supervisor at Sran
27 Family Orchards in Fresno County, California.
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1 8. The Aggrieved Employees are all individuals who currently and/or formerly worked
2 for Defendant in California as non-exempt employees at any time from March 9, 2021, through
3 October 11, 2023 (the "PAGA Release Period"). Defendant represents that the total number of
4 Aggrieved Employees is approximately 175 individuals who worked approximately 7,581 pay
5 periods during the PAGA Release Period through August 22, 2023.

6 9. Plaintiff asserts claims that Defendant failed to pay Plaintiff and other Aggrieved
7 Employees all wages, in violation of Labor Code sections 510, 558, 1194, and 1194.2; failed to pay
8 premium wages to Plaintiff and Aggrieved Employees who were denied rest periods, in violation of
9 Labor Code §§ 226.7 and IWC Wage Order 13-2001; failed to pay premium wages to Plaintiff and
10 other Aggrieved Employees who were denied meal periods, in violation of Labor Code §§ 226.7, 510,
11 512, 558, 1194, and 1194.2, and IWC Wage Order 13-2001; required Plaintiff and other Aggrieved
12 Employees to work seven or more days in a row, in violation of Labor Code §§ 551 and 552; failed to
13 reimburse business expenses, in violation of Labor Code § 2802; made improper deductions from
14 Plaintiff and other Aggrieved Employees' wages, in violation of Labor Code § 221; failed to provide
15 Plaintiff and other non-exempt Aggrieved Employees with wage statements that fully and accurately
16 itemized the requirements set forth in Labor Code §§ 226(a) and 226.3; and failed to pay Plaintiff and
17 other Aggrieved Employees all wages due at the separation of their employment based on the time
18 frames required by Labor Code §§ 201 and 202, in violation of Labor Code §§ 201 and 202. Plaintiff
19 asserts these claims under PAGA, seeking civil penalties for the alleged Labor Code violations.

20 10. On March 9, 2022, pursuant to Labor Code § 2699.3, Plaintiff gave written notice
21 by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified
22 mail, return receipt requested, to Defendant of the specific provisions of the Labor Code alleged to
23 have been violated, including the facts and theories to support the alleged violation. A true and
24 correct copy of the notice letter to the LWDA is attached hereto as **Exhibit B**.

25 11. The Parties agreed to toll the statute of limitations on Plaintiff's PAGA claims
26 between May 13, 2022, and December 13, 2022. On November 29, 2022, and after the LWDA
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declined to take action within the statutorily permissible time with respect to Plaintiff's March 9, 2022 letter, Plaintiff filed his representative action complaint in this Court.

12. My office engaged in targeted, informal discovery of Defendant's alleged Labor Code violations, which specifically evaluated the strength and value of the PAGA claims in preparation for a resolution of this Action.

Compliance with Procedural Requirements of PAGA:

13. My office, on behalf of Plaintiff, submitted the PAGA Settlement Agreement (the "Settlement Agreement"), together with this Motion and all supporting documents, to the LWDA via online upload on December 19, 2023, concurrently with the filing of this Motion.

Counsel's Diligence In Advance of, and In Connection With, Settlement Negotiations:

14. My office obtained and reviewed thousands of documents, including (i) Plaintiff's employee file and wage statements, (ii) policy documents relating to the employment of Plaintiff and other Aggrieved Employees, (iii) Aggrieved Employee's time and wage records, and (iv) data relating to the number of alleged violations and the value of the recoverable penalties, including time and payroll data.

15. Based on the information received, as well as through discussions with Defendant's Counsel, my office was able to (i) determine the total number of distinct individuals falling within the definition of "Aggrieved Employee" for the relevant statutory period, and (ii) construct a damage model that calculated the maximum realistic amount of PAGA penalties that could be levied against Defendant within the PAGA Release Period based on employee timekeeping and payroll data produced by Defendant. Defendant, however, disputed Plaintiff's claims and disputed both the existence of and extent of liability as alleged by Plaintiff. Based on the information received, as well as through discussions with Defendant's Counsel, Plaintiff's Counsel was able to ascertain (i) the size of the Aggrieved Employee group, (ii) the number of affected pay periods at issue among them, and (iii) the strength of Plaintiff's claims.

16. My office's experience in litigating similar "representative" wage and hour claims, the degree of investigation that was conducted here, the amount of data that was obtained, and the

1 discussions guided by mediation, was sufficient to determine the potential value of the PAGA
2 claim, and to evaluate the strength of this claim for purposes of settlement.

3 17. On August 22, 2023, the Parties participated in a mediation session with a respected
4 mediator, Brandon McKelvey, Esq. During the mediation, the Parties engaged in arm's-length
5 negotiations and reached a resolution of the PAGA claims asserted in this Action only after many
6 weeks of continued negotiations. A true and correct copy of the Settlement Agreement is attached
7 hereto as **Exhibit C**.

8 **Settlement Terms:**

9 18. Defendant represents there are approximately 175 Aggrieved Employees who
10 worked up to 7,581 aggregate pay periods during the PAGA Period through August 22, 2023.

11 19. All Aggrieved Employees will receive a pro rata share of the \$20,209.43 allocated
12 to Aggrieved Employees, which shall be distributed based on the number of pay periods each
13 Aggrieved Employees worked for Defendant in California during the PAGA Release Period.
14 Although these calculations will not be made until after approval, a rough estimation of the value
15 to the 175 individuals falling within the definition of "Aggrieved Employee" may be gleaned from
16 the fact that an equal division would provide about \$269.46 to each Aggrieved Employee, net of
17 payments to the LWDA, the Settlement Administrator, attorney's fees, and costs. The LWDA will
18 be paid a substantial \$60,628.28.

19 20. Phoenix Settlement Administrators, a reputable settlement administration company,
20 has agreed to administer the settlement for no more than \$3,250, submitting a competitive bid.

21 21. This case addresses violations of important employee protections embodied in the
22 California Labor Code – namely, that Defendant failed to pay Plaintiff and other Aggrieved
23 Employees all wages, in violation of Labor Code sections 510, 558, 1194, and 1194.2; failed to pay
24 premium wages to Plaintiff and Aggrieved Employees who were denied rest periods, in violation of
25 Labor Code §§ 226.7 and IWC Wage Order 13-2001; failed to pay premium wages to Plaintiff and
26 other Aggrieved Employees who were denied meal periods, in violation of Labor Code §§ 226.7, 510,
27 512, 558, 1194, and 1194.2, and IWC Wage Order 13-2001; required Plaintiff and other Aggrieved
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1 Employees to work seven or more days in a row, in violation of Labor Code §§ 551 and 552; failed to
2 reimburse business expenses, in violation of Labor Code § 2802; made improper deductions from
3 Plaintiff and other Aggrieved Employees' wages, in violation of Labor Code § 221; failed to provide
4 Plaintiff and other non-exempt Aggrieved Employees with wage statements that fully and accurately
5 itemized the requirements set forth in Labor Code §§ 226(a) and 226.3; failed to pay Plaintiff and other
6 Aggrieved Employees all wages due at the separation of their employment based on the time frames
7 required by Labor Code §§ 201 and 202, in violation of Labor Code §§ 201 and 202. Defendant's
8 maximum theoretical exposure in this Action, without stacking penalties, totals approximately
9 \$758,100 computed by multiplying 7,581 aggregate pay periods by \$100 each.

10 22. Defendant, however, contends it acted within the requirements of California law at
11 all times as to all Aggrieved Employees. Defendant contends that it paid all employees all minimum
12 and overtime wages due. Defendant also contends that the company has compliant meal and rest
13 break practices. Defendant further contends that not every pay period at issue involved an alleged
14 Labor Code violation subject to civil penalties. Moreover, it maintained that even if the Court did
15 award penalties, the Court could and would *substantially* reduce the penalties awarded based on
16 the discretionary factors contained in Labor Code § 2699(e)(2).

17 23. This is a reasonable recovery, not only because further litigation may have resulted
18 in a net-zero recovery based on the defenses available to Defendant, but because the amount secured
19 by Plaintiff is sizable and in line with similar settlements of these types of claims under PAGA and
20 Defendant suffers from financial limitations. As such, Defendant will pay the PAGA Gross
21 Settlement Amount over a period of one year in equal monthly payments.

22 24. Based on these disputes, which had the potential to completely eliminate Plaintiff's
23 recovery, the range of realistic "litigation outcomes" on the Plaintiff's PAGA claim was defined
24 by a "maximum possible liability" amount of approximately \$758,100, and a net-zero recovery
25 based on the defenses asserted by Defendant. Notwithstanding the existence of such issues, the
26 Settlement achieves a significant benefit – approximately 20% recovery of the maximum possible
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1 liability. As such, this factor weighs very heavily in favor of resolution by way of the compromise
2 set forth in the Settlement.

3 **Attorneys' Fees:**

4 25. My office is submitting an attorney fee request equaling \$50,666.67. Based on a
5 projected final lodestar of \$53,230 this yields a "negative multiplier" of approximately 0.95 *under*
6 the \$50,666.67 fee request. The billing rates used to compute the lodestar are reasonable in view of
7 the evidence submitted herewith. A true and correct copy of my firm's fees to date is attached
8 hereto as **Exhibit D**.

9 26. As detailed in the first few paragraphs of this declaration, I have practiced law in
10 California since 2007 and most of that time has been dedicated exclusively to representing
11 employees in wage and hour matters, many of which have been litigated and resolved in the PAGA
12 and class action contexts. My reasonable hourly rate is \$700; this rate has been approved by judges
13 throughout California over the past year.

14 27. Mr. Katofsky is a highly skilled and experienced litigator with 23 years of
15 experience. He earned his J.D. in 1999 from the University of the Pacific McGeorge School of
16 Law. His hourly rate of \$750 reflects his extensive experience and education and comports to the
17 market rate. This rate has been approved by judges throughout California over the past year.

18 28. Mr. Evan S. Gaines is a 2012 graduate of Michigan State University College of Law.
19 He graduated from the University of California, Santa Barbara in 2005. Evan has substantial
20 experience litigating wage and hour cases in California. His proffered hourly rate of \$625 has been
21 approved by judges throughout California over the past year.

22 29. Ms. Amelia Booth is a paralegal who graduated from the University of Puget Sound
23 in 2018, with a Bachelor of Arts in Political Science. She is a first-year law student at St. Francis
24 School of Law. She has over five years of civil litigation experience, including extensive work on
25 complex civil cases. Based on her training and experience, her proffered hourly rate of \$200 is
26 reasonable.

27 30. In total, our lodestar is \$53,230.
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1 31. This case was taken on a contingency basis with the real risk that my office would
2 receive no compensation whatsoever for our efforts. The potential costs which we can be required
3 to advance in wage and hour representative actions like this one are substantial. Furthermore, as
4 described above, my firm has extensive experience in representative action litigation, particularly
5 in the employment context, and as detailed herein, the Aggrieved Employees and the State of
6 California reaped significant benefits. The success achieved by the Settlement supports my firm's
7 fee request.

8 32. This Court can undoubtedly appreciate that litigating a representative action case in
9 dynamic, ever-changing areas of law is not appealing to most lawyers, particularly when the
10 plaintiff's lawyer undertakes the obligation to finance the litigation and effectively bears the risk in
11 the event of an unsuccessful outcome, at trial or otherwise.

12 33. Notwithstanding the existence of issues having the potential to eliminate recovery
13 on the PAGA claim, the Settlement Agreement not only achieves a recovery that exceeds typical
14 PAGA awards routinely approved by the courts, but it also recovers monies for Aggrieved
15 Employees which they otherwise would not receive.

16 34. Representative action work also requires specialized learning and the willingness to
17 take large risks. My office has extensive experience in wage and hour representative action
18 litigation, particularly in the employment context, as detailed herein.

19 35. Furthermore, as described above, the Aggrieved Employees and the State of
20 California reaped significant benefits. The success achieved by the Settlement supports my firm's
21 fee request.

22 36. A small firm like ours can only properly litigate a limited number of cases at one
23 time. The requirements of this case were significant. Had we not reached a settlement with
24 Defendant, the demands of this case would have required a significant portion of our resources.
25 We were precluded from taking other employment cases due to the demands of litigating this case.

26 **Counsel's Costs:**
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1 37. My firm's total costs are \$9,745.63 and include, among other expenses, filing fees,
2 mediation fees, expert analysis fees, service of process fees, and other charges typical of litigation
3 of this nature. A true and correct copy of an itemized list of costs incurred by my firm in this action
4 is attached hereto as **Exhibit E**. These costs were reasonably incurred in litigating this matter.

5 **Plaintiff's Enhancement Award and General Release Payment:**

6 33. The Parties have agreed that Plaintiff will be paid an enhancement award and
7 general release payment in the amount of \$7,500. This payment is intended to recognize the time
8 and effort that Plaintiff spent on behalf of other Aggrieved Employees and the State and it
9 compensates him for a full general release of all claims.

10 34. Without Plaintiff's efforts, there would be no recovery at all. The requested award
11 is appropriate to compensate Plaintiff for the risk and expense he incurred in conferring a benefit
12 on the Aggrieved Employees and the State of California. As a result of the named Plaintiff's efforts,
13 the Aggrieved Employees will receive monetary settlement payments, and the State of California
14 will receive \$60,628.28 to be put toward education about and enforcement of California's labor
15 laws.

16 35. The Parties have resolved all of Plaintiff's individual claims through a
17 comprehensive general release in favor of Defendant. The value of Plaintiff's individual wage and
18 hour claims is substantial. Attached hereto as **Exhibit F** is a true and correct copy of Plaintiff's
19 individual damage analysis prepared by my office.

20 37. This broad release by Plaintiff was negotiated (and necessary) to resolve the Action.
21 Plaintiff threatened to assert his individual claims and Defendant sought to resolve those claims in
22 connection with the resolution of the Action. Without the resolution and release of Plaintiff's
23 individual claims, litigation would continue in a piecemeal fashion. The Parties wished to avoid
24 further litigation, and agreed that a global resolution of Plaintiff's individual claims and the PAGA
25 claims asserted in the Complaint was in the best interest of all parties involved, and thus, a general
26 release by Plaintiff was appropriate.

1 I declare, under penalty of perjury, under the laws of the State of California, that the
2 foregoing is true and correct. Executed on December 19, 2023 at Westlake Village, California.
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4 *Daniel F. Gaines*
5 DANIEL F. GAINES
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EXHIBIT A

Adams v. Newell Rubbermaid, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Agredano v. GS Brothers, Inc., Los Angeles County Superior Court, Case No. BC445561

Allen v. Toms Sierra Company, Nevada County Superior Court, Case No. CU18-082823

Allen v. Valley Inventory Service, Inc., Solano County Superior Court, Case No. FCS034682

Alvarez v. Pilot Travel Centers, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

Alonzo v. Camblin Steel Service, Inc., Placer County Superior Court, Case No. SCV0034165

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Andre v. Newell Rubbermaid, Inc., San Bernardino County Superior Court, Case No. CIVVS1200282

Anduha v. ABC Phones of North Carolina, Inc., Stanislaus County Superior Court, Case No. 2022729

Anslow v. Wellington Energy, Inc., USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Batmanghelich v. Sirius XM Radio Inc., USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Brandt v. Sacramento Auto Insurance Center, Inc., San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

Brown v. 22nd District Agricultural Association, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

Brown v. Sierra Central Credit Union, Sutter County Superior Court, Case No. CVCS18-0002161

Burgess v. Blue Cross and Blue Shield of South Carolina, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

Burgess v. Strategic Retail Solutions, LLC, Los Angeles County Superior Court, Case No. BC413791

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Caporicci v. Owens & Minor Distribution, Inc., San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

Carl v. Advanced Call Center Technologies, LLC, Sacramento County Superior Court, Case No. 34-2013-00148310

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrete v. Gamestop, Inc., Imperial County Superior Court, Case No. ECU08501

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Caudillo v. Aegis Treatment Centers, LLC, Merced County Superior Court, Case No. 18CV-0744

Cerami v. Metlife, Inc., USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

Charles v. Aaron's Inc., Los Angeles County Superior Court, Case No. BC431468

Charles v. Nursefinders, LLC, Imperial County Superior Court, Case No. ECU07422

Cheifer v. JetBlue Airways Corporation, Los Angeles County Superior Court, Case No. BC451887

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Chong, et al. v. Crescent Northwoods Inn, Inc., Del Norte County Superior Court, Case No. CVUJ-2018-1133

Church v. GameStop, Inc., et. al., USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

Clothier v. Spar Marketing Services, Inc., Alameda County Superior Court, Case No: RG12-639317

Coleman v. Wireless Lifestyle, Inc., USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

Colombo-Beyeler, et al. v. Viking River Cruises, Inc., San Bernardino County Superior Court, Case No. CIVDS1611608

Conlee v. Clark Pacific Corporation, Yolo County Superior Court, Case No. CV14-1409

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Corona v. Yosemite Meat & Locker Service, Inc., Stanislaus County Superior Court, Case No. 2006828

Cortellessa v. Dotnext, Inc., Alameda County Superior Court, Case No. RG09429971

County v. Ingram Mirco, Inc., San Bernardino Superior Court, Case No. CIVRS 1304445

Covarrubias, et al. v. Petersendean Builder Group, Inc., Kern County Superior Court, Case No. BCV-16-101122

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cruz-Garcia v. Lemonade Restaurant Group, LLC, Los Angeles County Superior Court, Case No. BC478205

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Diaz, et al. v. Seaworld Entertainment, Inc., Imperial County Superior Court, Case No. ECU10046

Diggs v. Western Waterproofing Company, Inc., San Francisco County Superior Court, Case No. CGC-14-539281

Dismuke v. Rhodes Retail Services, Inc., Sacramento County Superior Court, Case No. 34-2011-00105001

Dorsette v. TA Operating, LLC, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

Duran v. The Image of California, Inc., Kern County Superior Court, Case No. S-1500-CV-284056 DRL

Edwards v. Trans World Entertainment Corp., San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Escobar v. SMSSI of California, Inc., San Francisco Superior Court, JCCP No. 4776

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Estrada v. Net Source Communications, Inc., Los Angeles County Superior Court, Case No. BC431169

Estrada v. OS Restaurant Services, LLC, Santa Clara County Superior Court, Case No. 16CV293249

Estupinan v. Global Development Strategies, Inc., Santa Clara County Superior Court, Case No. 110CV178898

Fadhl. v. Siemens Healthcare Diagnostics Inc., Sacramento County Superior Court, Case No. 34-2017-00209518

Fernandez v. The Regents of the University of California, Los Angeles County Superior Court, Case No. BC656256

Ferrer v. Dish Network Corporation, Los Angeles County Superior Court, Case No. BC441354

Findora v. Barry Callebaut USA LLC, Napa County Superior Court, Case No. 19CV000219

Flores v. Cintas Corporation, Los Angeles County Superior Court, Case No. BC400422

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Galarza v. Bayou Well Services, LLC, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

Galarza v. C & H Testing Service LLC, Kern County Superior Court, Case No. BCV-15-100008 SPC

Garcia v. Old Dominion Freight Line, Inc., San Bernardino County Superior Court, Case No. CIVDS1404636

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Gibbs v. M. Lehmann Enterprises, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

Gilles v. Schaefer Ambulance Service Inc., Imperial County Superior Court, Case No. ECU07970

Goldman, et al. v. Defender's, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

Gomez v. Low Desert Empire Pizza, Inc., San Bernardino County Superior Court, Case No. CIVVS900392

Gomez v. Pizza Hut of Southeast Kansas, Inc., San Bernardino County Superior Court, Case No. CIVVS900679

Gonzalez v. Harris Farms, Inc., USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Gutierrez v. Linkus Enterprises, Inc., Madera County Superior Court, Case No. MCV065774

Gutierrez v. Shiekh, LLC, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

Hairston v. Stanislaus Surgical Hospital, Stanislaus County Superior Court, Case No. CV-19-000651

Hindman v. Service Quick, Inc., San Bernardino County Superior Court, Case No. CIVDS1724229

Hogan v. iMobile of CA LLC, San Bernardino County Superior Court, Case No. CIVDS1409263

Hogan v. Wireless Evolution Inc., Riverside County Superior Court, Case No. MCC1300669

Hogan v. Wireless That's It! LLC, Riverside County Superior Court, Case No. RIC1201997

Holmes v. Bottling Group, LLC, Stanislaus County Superior Court, Case No. 2022584

Hooper, et al. v. URS Midwest, Inc., et al., San Bernardino Superior Court, Case No. CIVDS1607489

Humphrey v. Freedomroads, LLC, Shasta County Superior Court, Case No. 178228

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Hyde v. Dent Wizard International Corporation, Sacramento County Superior Court, Case No. 34-2015-00173882

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Id-deen v. Educational Services of America, Solano County Superior Court, Case No. FCS040803

Isherwood v. Mason Dixon Intermodal, Inc., San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

Jahanbin v. Pacific Mercantile Bank, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Johnson v. The Goodyear Tire & Rubber Company, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

Jolin v. Bay Cities Recovery, Inc., El Dorado County Superior Court, Case No. PC20100458

Jordan v. Sutter Memorial Hospital, Stanislaus County Superior Court, Case No. 2023344

Keebaugh v. Mike Thompson Recreational Vehicles, San Bernardino County Superior Court, Case No. CIV-DS-1500718

Kelly v. Robin's Enviro Vac, Inc., Kern County Superior Court, Case No. S-1500-CV-282277
DRL

King v. Levy Premium Foodservice Limited Partnership, Alameda County Superior Court, Case No. HG15786353

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lee, et al. v. Foster Dairy Farms, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

Lemus, et al. v. Eastridge Workforce Technology, Inc., San Bernardino County Superior Court, Case No. CIV-DS-1611470

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Lemus v. On Assignment Staffing Services, San Bernardino County Superior Court, Case No. CIV-DS-1600497

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lopez v. Creative Communication Technologies, Inc., Imperial County Superior Court, Case No. ECU07851

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Lopez v. Truck Accessories Group, LLC, Yolo County Superior Court, Case No. CV13798

Ludlow v. Prince Telecom, LLC, Stanislaus County Superior Court, Case No. 684239

Luna v. Express Locations, LLC, Imperial County Superior Court, Case No. ECU09779

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Maldonado v. Hardwood Flooring Liquidators, Inc., Los Angeles County Superior Court, Case No. BC642170

Mansfield v. Cambridge Real Estate Services, Inc., Butte County Superior Court, Case No. 160175

Martinez v. DPI Specialty Foods West, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

Martinez v. Styles For Less, Inc., San Bernardino County Superior Court, Case No. CIVVS1203057

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Maze v. Bulldog Freightway, Inc., Imperial County Superior Court, Case No. ECU08716

McCormick v. G & O Body Shop, Inc., El Dorado Superior Court, Case No. PC20130291

McCrary v. Campbell Soup Supply Company, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

McDaniel v. Vancary, Inc., Tulare County Superior Court, Case No. 268036

Melgar-Farela v. Guardian Compliance, Inc., Los Angeles County Superior Court, Case No. BC481865

Mendiola v. Tyco Electronics Corporation, Riverside County Superior Court, Case No. RIC1400721

Mettler v. Les Schwab Tire Centers of California, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

Miller v. California Subshine, Inc., Los Angeles County Superior Court, Case No. BC637754

Miller v. Southwest Airlines Co., USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

Mitchell v. Crossmark, Inc., USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

Moghrabi v. Vitaligent, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Moore v. Horizon Solar Power, Inc., San Bernardino County Superior Court, Case No. CIVDS1410001

Murray v. Select Media Services, LLC, Los Angeles County Superior Court, Case No. BC424506

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Navarro v. Mariana Packing Co., Inc., Solano County Superior Court, Case No. FCS045935

Nehrlich, et al. v. RPM Mortgage, Inc., Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

Overton v. Hat World, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

Perez v. Alcatel-Lucent USA Inc., Imperial County Superior Court, Case No. ECU07977

Perez v. Major Gloves and Safety, Inc., San Bernardino County Superior Court, Case No. CIVDS1710445

Perry v. Cardinal Health 200, LLC, Solano County Superior Court, Case No. FCS035303

Phraxayavong-Briones v. RSM, Inc., Sacramento County Superior Court, Case No. 34-2012-00117524

Pugh v. Wi Spa, LLC, Imperial County Superior Court, Case No. ECU07932

Quist v. Knight Transportation, Inc., San Bernardino Superior Court, Case No. CIVDS 1615414

Quitco v. Aviation Fuel Systems Repair, Inc., San Bernardino Superior Court, Case No. CIVRS1302311

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Rees v. Advantel, Incorporated, Santa Clara County Superior Court, Case No. 16-CV-292219

Renfrow v. Janra Enterprises, Inc., Sacramento County Superior Court, Case No. 3402010-00080471

Reynolds v. Diamond Pet Food Processors of Ripon, San Joaquin County Superior Court, Case No. 39-2014-00310818

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Richardson v. TEC Equipment, Inc., et al., Los Angeles County Superior Court, Case No. VC065536

Robles v. North County Health Project Incorporated, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

Rodas v. Monetary Management of California, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:14 cv 01389 TLN AC

Rodriguez v. 20/20 Plumbing & Heating, Inc., San Bernardino County Superior Court, Case No. CIVDS1705362

Rodriguez v. Commerce Distribution Company, Los Angeles County Superior Court, Case No. BC656259

Rodriguez v. Valley Oak, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-7980

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Russell v. Bradshaw International, Imperial County Superior Court, Case No. ECU00853

Rutledge, et al. v. Healthport Technologies, LLC, Alameda County Superior Court, Case No. RG16835813

Sabala v. Econtactlive, Inc., Stanislaus County Superior Court, Case No. 684981

Sabatier v. Picture Perfect Installation, Inc., Riverside County Superior Court, Case No. RIC10004953

Salameh v. Sonomaience OPCO, LLC, Sonoma County Superior Court, Case No. SVC264228

Salazar v. Tag-3 Medical Investment Group, LLC, Los Angeles County Superior Court, Case No. BC527698

Salbeck v. Ingredion Incorporated, San Joaquin County Superior Court, Case No. STK-UOE-2017-0012622

Sampson v. Healthnet of California Inc., Sacramento County Superior Court, Case No. 34-2015-00183785-CU-OE-GDS

Sanchez v. Don Roberto Jewelers, Inc., Imperial County Superior Court, Case No. ECU06819

Sanders v. Lionakis, Sacramento County Superior Court, Case No. 34-2017-00223601

Santana v. United Staffing Associates, LLC, Tulare County Superior Court, Case No. 249338

Schrader v. Adidas Promotional Retail Operations, Inc., Los Angeles County Superior Court, Case No. BC414168

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Silva v. Trical, San Benito County Superior Court, Case No. CU-16-00218

Simler v. Polly's Inc., Riverside County Superior Court, Case No. RIC 1117862

Sipin, Scott v. Salesforce.com, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-0004629

Skuro v. BMW of North America, LLC, USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solomon v. City of Los Angeles, Los Angeles County Superior Court, Case No. BC570345

Solano v. Vozzcom, Inc., Imperial County Superior Court, Case No. ECU09519

Smith, et al. v. Sente Development, Inc., Sacramento County Superior Court, Case No. 34-2016-00196614

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Solowitz v. BakeMark USA LLC, Los Angeles County Superior Court, Case No. BC467838

Spampinato v. Wind & Sea Restaurants, Inc., San Bernardino County Superior Court, Case No. CIVVS1205154

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. C IVDS1712220

Stephens v. C.S., Inc., Riverside County Superior Court, Case No. PSC1301224

Stevenson v. Harvest Management Sub LLC, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tigas v. Ajilon Communications, Los Angeles County Superior Court, Case No. BC409737

Torres v. Coastal Employment Inc., Los Angeles County Superior Court, Case No. BC529207

Tran v. CSP Fiber Services, San Bernardino County Superior Court, Case No. CIVDS172758

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Van Son v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC494747

Vasquez v. Schurman Fine Papers, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

Velasquez v. Modesto Ventures, LLC, Sacramento County Superior Court, Case No. 32-2012-00126159

Victoria v. Bali Limousines Inc., San Mateo County Superior Court, Case No. CIV507774

Victorian v. Vision X, Inc., Los Angeles County Superior Court, Case No. BC400333

Wade v. Frito Lay, Kern County Superior Court, Case No. BCV-17-102014

Walls v. E. & J. Gallo, Stanislaus County Superior Court, Case No. 2015874

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

Waybright v. EAH, Inc., Stanislaus County Superior Court, Case No. 2011677

Weiss v. C.A.R. Enterprises, Inc., Riverside County Superior Court, Case No. RIC1113165

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Williams v. Dennis Dillon RV, LLC, San Bernardino County Superior Court, Case No. CIVDS 16006879

Williams v. Closet World, Inc., Los Angeles County Superior Court, Case No. BC400178

Williams v. Progress Rail Services Corporation, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

Wing v. Three Group, Inc., Los Angeles County Superior Court, Case No. BC643883

Wilson v. ALSCO, Inc., Imperial County Superior Court, Case No. ECU07406

Wilson v. Michael C. Stead, Inc., Contra Costa Superior Court, Case No. C1400135

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woody v. WBN Home Design, San Bernardino County Superior Court, Case No. CIVDS1613367

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Woodyard v. Bellus ALC Acquisition, LLC, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

Ybarra v. New Legend, Inc., Sutter County Superior Court, Case No. CVCS-16-2097

Zaragoza v. Center Automotive, Inc., Los Angeles Superior Court, Case No. BC505194

EXHIBIT B

GAINES & GAINES

A PROFESSIONAL LAW CORPORATION

WWW.GAINESLAWFIRM.COM

27200 AGOURA ROAD, SUITE 101
CALABASAS, CALIFORNIA 91301

PHONE (818) 703-8985
FAX (818) 703-8984

March 9, 2022

Via Certified Mail

Labor & Workforce Development Agency
By online submission

Sran Family Orchards, Inc.
1758 N. Siskiyou Ave
Kerman, CA 93630

Defendant mailed certified # 70190700000201202067

SRAN AG II, Inc.
1750 N. Siskiyou Ave
Kerman, CA 93630

Defendant mailed certified # 70190700000201202074

Agent for Service of Process for Sran Family Orchards, Inc.
Lakhvir Sran
1758 N. Siskiyou
Kerman, CA 93630

Agent mailed certified # 70190700000201202081

Agent for Service of Process for SRAN AG II, Inc.
Nachhatter Sran
1750 N. Siskiyou Ave
Kerman, CA 93630

Agent mailed certified # 70190700000201202098

Re: ***Labor Code Violations of SRAN AG II, Inc. and Sran Family Orchards, Inc.
Compliance Letter of California Labor Code § 2698 - Private Attorneys General Act***

Dear LWDA:

This office represents Jose Ramon Perez Vaca, a former non-exempt California employee of SRAN AG II, INC. and/or Sran Family Orchards, Inc. (collectively referred to as the "Defendants"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by Defendants in Central California. Herein, we set forth the facts and theories of California Labor Code violations which we allege Defendants engaged in with respect to our client and other of their California employees ("Aggrieved Employees").

Our client alleges that Defendants failed to pay all minimum and overtime wages earned during the course of employment, in violation of Labor Code §§ 510, 558, 1194, and 1194.2. Our client and other non-exempt Aggrieved Employees worked off-the-clock: they were not paid for time spent undergoing COVID temperature checks, time which they were under the control of

Labor & Workforce Development Agency
Sran Family Orchards, Inc.
SRAN AG II, INC.
Lakhvir Sran
Nachhatter Sran
March 9, 2022
Page 2

Defendants and entitled to compensation. Our client was also required to communicate with Defendants while off-the-clock, thereby depriving him of further wages due. These instances deprived our client and other non-exempt Aggrieved Employees of significant hours worked and minimum and overtime wages due, and constitute violations of Labor Code §§ 510, 558, 1194, and 1194.2.

Our client alleges that Defendants failed to properly compute bonus wages and other non-base hourly wages earned by him and other non-exempt Aggrieved Employees into their regular rate of pay for purposes of paying them overtime, meal period premiums, and sick pay wages at the correct rates, in violation of Labor Code §§ 510, 558 and 1194. Defendants failed to properly blend these bonus wages and other non-base hourly wages and instead paid our client and other non-exempt Aggrieved Employees overtime, meal period premiums, and sick pay wages based only on the base hourly rate of pay, thus depriving our client and other non-exempt Aggrieved Employees of all wages earned, in violation of Labor Code §§ 510, 558 and 1194.

Our client alleges that Defendants failed to pay premium wages to him and other non-exempt Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 13-2001. Our client and non-exempt Aggrieved Employees were routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. When they were able to take a rest period, they were oftentimes late, cut short, or required to work through them. Our client and other non-exempt Aggrieved Employees were also prohibited from leaving Defendants' premises while on their rest periods, thereby subjecting them to Defendants' control during their rest periods. Furthermore, when rest periods were provided, our client and other non-exempt Aggrieved Employees were required to carry and use a two-way radio, resulting in on-duty rest periods. This violates Labor Code § 226.7 and IWC Wage Order No. 13-2001.

Defendants failed to pay premium wages to our client and other non-exempt Aggrieved Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, 558 and IWC Wage Order 13-2001. Our client and non-exempt Aggrieved Employees were routinely denied, and not authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were not paid premium wages of one hour's pay for each missed first or second meal period. When meal periods were provided, they were required to carry and use a two-way radio, resulting in on-duty meal periods. When our client did receive a meal period, it would typically be late, short, or he would have to clock out and continue working, which also deprived him of all wages due since he was not paid for all hours worked. This violates Labor Code §§ 226.7, 510, 512, 558, 1194, and 1194.2, and IWC Wage Order 13-2001.

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Nachhatter Sran
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Defendants also violated Labor Code §§ 551 and 552, when they required our client and other non-exempt Aggrieved Employees to work seven or more days in a row. Labor Code § 551 specifically requires that a person employed in any occupation of labor is entitled to one day's rest therefrom in seven. Labor Code § 552 further mandates that no employer shall cause his employees to work more than six days in seven. As a result of requiring our client and other non-exempt Aggrieved Employees to work seven or more days in a row, Defendants violated Labor Code §§ 551 and 552.

Defendants also failed to reimburse our client and other Aggrieved Employees for necessary business expenses incurred in direct consequence of the discharge of their duties, in violation of Labor Code § 2802, including, but not limited to, the use of their personal cellular phones and the purchase of gloves and safety glasses while working for Defendants. Labor Code § 2802 states that an employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, and Defendants' failure to do so has violated this section.

Defendants also make improper deductions from our client's and other Aggrieved Employees' wages. Labor Code § 221 provides that "[i]t shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." Defendants have violated Labor Code § 221 (together with Labor Code § 510, 558 and 1194) because they deducted "bank fees" from our client and other Aggrieved Employees. No authorization was made for these deductions and our client and other Aggrieved Employees are entitled to civil penalties as a result.

Our client further alleges that Defendants failed to provide him and other non-exempt Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Our client and other non-exempt Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendants failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code §§ 226(a)(9) and 226.3.

Our client further alleges that Defendants failed to pay him and other non-exempt Aggrieved Employees all wages due at the separation of their employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, our client and other non-exempt Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-202 and is alleged on behalf of our client and certain Aggrieved Employees no longer employed by Defendants.

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Sran Family Orchards, Inc.
SRAN AG II, INC.
Lakhvir Sran
Nachhatter Sran
March 9, 2022
Page 4

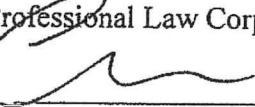
The \$75 PAGA filing fee has been mailed to the LWDA concurrently with the transmission of this letter.

We invite Defendants or their attorneys to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By: 

EVAN S. GAINES

EXHIBIT C

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT

Jose Ramon Perez Vaca v. SRAN AG II, Inc.
Fresno County Superior Court, Case No. 22CECG03802

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action with respect to all claims brought in a representative capacity pursuant to the Private Attorneys General Act (“PAGA”) (Labor Code § 2698 *et seq.*) shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this PAGA Settlement Agreement (“Agreement”).

This Agreement is made by and between Defendant SRAN AG II, Inc. (“Defendant”), Plaintiff Jose Ramon Perez Vaca (“Plaintiff”), for himself and in his capacity as a representative of the State of California on behalf of other Aggrieved Employees (defined below), and the law firms defined below as “Plaintiff’s Counsel” and “Defense Counsel.” (Defendant, Plaintiff and Aggrieved Employees, as defined herein, are sometimes collectively referred to as the “Parties.”)

The Parties agree that all representative claims brought pursuant to the PAGA in the Superior Court of California, County of Fresno, Case No. 22CECG03802 (the “Litigation” or “Action”) shall be, and hereby are, ended, settled, resolved, and concluded by agreement of Defendant to pay the sum of One Hundred Fifty-Two Thousand Dollars and Zero Cents (\$152,000) (hereinafter referred to as the “PAGA Gross Settlement Amount”) for settlement of the PAGA claims and penalties sought in the Litigation, which shall be inclusive of Plaintiff’s attorneys’ fees and costs in connection with the Litigation, an enhancement and general release payment to Plaintiff, and the expenses of the Settlement Administrator. The Parties further agree that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability.

Article I.

Definitions.

Section 1.01 Definitions.

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

- (a) “Aggrieved Employees” means all individuals who currently and/or formerly worked for Defendant in California as non-exempt employees at any time from March 9, 2021, through October 11, 2023 (the “PAGA Release Period”). Defendant represents that the total number of Aggrieved Employees is approximately 175 individuals who worked approximately 7,581 pay periods during the PAGA Release Period through August 22, 2023.

(b) “Complaint” means the operative Complaint filed by Plaintiff in the Action on or about November 29, 2022, which asserts a single cause of action under the PAGA predicated on underlying violations of Labor Code §§ 201, 202, 221, 226(a), 226.3, 226.7, 510, 512, 551, 552, 558, 1194, 2802, and 2699.

(c) “Court” means the Superior Court for the State of California, County of Fresno.

(d) “Defense Counsel” or “Counsel for Defendant” is:

Anthony P. Raimondo, Esq.
James D. Miller, Esq.
Kevin B. Piercy, Esq.
Ryan W. Porte, Esq.
Taylor Ealand, Esq.
RAIMONDO | MILLER, A LAW CORPORATION
P.O. Box 28100
Fresno, CA 93729

(e) “Effective Date” means the date on which the Court approves this Agreement and dismisses the Action, with prejudice.

(f) “Plaintiff’s Counsel” is:

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
GAINES & GAINES, APLC
4550 East Thousand Oaks Boulevard, Suite 100
Westlake Village, California 91362

Article II.

Background.

Section 2.01 Background.

(a) On March 9, 2022, Plaintiff, on behalf of himself and similarly situated aggrieved employees, submitted a notice to the California Labor & Workforce Development Agency (“LWDA”) memorializing claims against Defendant for violations of the California Labor Code, including claims for failure to pay Plaintiff and other Aggrieved Employees all wages, in violation of Labor Code sections 510, 558, 1194, and 1194.2; failure to pay premium wages to Plaintiff and Aggrieved Employees who were denied rest periods, in violation of Labor Code §§ 226.7 and IWC Wage Order 13-2001; failure to pay premium wages to Plaintiff and other Aggrieved Employees who were denied meal periods, in violation of Labor Code §§ 226.7, 510, 512, 558, 1194, and 1194.2, and IWC Wage Order 13-2001; requiring Plaintiff and other Aggrieved Employees to work seven or more days in a row, in violation of Labor Code §§ 551 and 552; failure to reimburse business expenses, in violation of Labor Code § 2802; making improper deductions from Plaintiff

and other Aggrieved Employees' wages, in violation of Labor Code § 221; failure to provide Plaintiff and other non-exempt Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and 226.3; failure to pay Plaintiff and other Aggrieved Employees all wages due at the separation of their employment based on the time frames required by Labor Code §§ 201 and 202, in violation of Labor Code §§ 201 and 202.

- (b) The Parties agreed to toll the statute of limitations on Plaintiff's PAGA claims between May 13, 2022, and December 13, 2022.
- (c) On November 29, 2022, Plaintiff filed his Complaint in the Superior Court of the State of California, County of Fresno.
- (d) On August 22, 2023, the Parties engaged in mediation with Brandon McKelvey, Esq., an experienced and reputable wage and hour and PAGA action mediator. In advance of mediation, the Parties engaged in informal discovery to determine the total number of aggrieved employees and implicated pay periods at issue, together with a review of the pertinent policies and procedures. At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.
- (e) The Parties agree that the investigation and evaluation discussed above, as well as discovery and the information exchanged to date, are more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's Counsel have concluded that it is desirable that the PAGA claims asserted in the Action be settled in a manner and upon such terms and conditions set forth herein in order to avoid further expense, inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the Parties potentially face. Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's Counsel are of the opinion that the Agreement for the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and circumstances.
- (f) This Agreement contemplates the (a) entry of an order by the Court approving the payment allocated for settlement of the PAGA Gross Settlement Amount; (b) dismissal of the Action with prejudice; and (c) all Parties bearing their respective fees and costs except as expressly provided in this Agreement. These terms are material provisions of this Agreement.

Defendant denies each and every claim and contention alleged in the Action, and has always maintained that it never engaged in any unlawful acts regarding any of the matters alleged in the Action.

Article III.

Scope of the Aggrieved Employees.

Section 3.01 The scope of individuals encompassed under the Agreement, who are entitled to all benefits as authorized under the Agreement and subject to all obligations and duties required under the Agreement, shall include all Aggrieved Employees as defined in Section 1.01(a).

Article IV.

Approval and Implementation of Settlement.

Section 4.01 Cooperation.

The Parties will cooperate in obtaining, through a stipulation, or an unopposed motion to be filed by Plaintiff's Counsel, if required, an Order from the Court approving the payment of the PAGA Gross Settlement Amount as described in this Agreement at the earliest possible date. Concurrently with the submission of this Agreement to the Court, Plaintiff shall submit it to the LWDA as required by PAGA.

The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to, the approval and implementation of the payment of the PAGA Gross Settlement Amount and dismissal of the Litigation as described in this Agreement.

The Court's approval of the payment of the PAGA Gross Settlement Amount as described in this Agreement shall be embodied in a written Order, which shall be transmitted by Plaintiff's Counsel to the LWDA within ten (10) calendar days upon entry, as required by PAGA. Should the Court not grant approval of the payment of the PAGA Gross Settlement Amount as described in this Agreement or decline to dismiss the Action with prejudice, this Agreement shall be null and void and have no further effect, and all sums paid by Defendant, if any, shall be promptly returned to them.

Section 4.02 Settlement Payment Procedures.

(a) Payment of PAGA Gross Settlement Amount and Notice to Aggrieved Employees.

- (1) Defendant shall pay the total amount of One Hundred Fifty-Two Thousand Dollars (\$152,000) to settle the Action. This amount, *i.e.*, the PAGA Gross Settlement Amount, shall cover, resolve, and fully satisfy any and all amounts owed to Plaintiff, the Aggrieved Employees, the State of California, and Plaintiff's Counsel, including all amounts allocated to attorneys' fees and costs, in settlement of all Released Claims, as defined herein. The Parties agree that there are no circumstances that would require Defendant to pay any amount greater than the PAGA Gross Settlement Amount in connection with this Agreement unless the escalator clause in paragraph 7.15 herein is invoked. In the

event that this Agreement is canceled, rescinded, terminated, voided, or nullified, or if for any reason the Effective Date does not occur, however that may occur as permitted herein, or the settlement is barred by operation of law, invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant shall have no obligation to pay any of the PAGA Gross Settlement Amount and the Parties' respective positions shall be restored to positions prior to the settlement. Further, in that event, nothing in this Agreement, the negotiations leading to this settlement, nor any papers prepared in connection with this Agreement shall be admissible in any proceeding for any purpose whatsoever.

- (2) Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed one-third (33-1/3%) of the PAGA Gross Settlement Amount. Plaintiff's Counsel will also seek reimbursement of reasonable litigation costs not to exceed \$12,000.00 (attorneys' fees and reasonable litigation costs are referred to as the "Plaintiff's Counsel Payment"). Defendant will not oppose or object to Plaintiff's Counsel's application for fees and costs consistent with this section. In the event that the Court does not approve an award of attorneys' fees equal to the requested amount, or the Court alters the payment methodology described herein, Plaintiff's Counsel agrees not to seek additional review of the Court's decision regarding attorneys' fees, and this Settlement will be enforceable. Any reduction in this payment by the Court is not grounds to void this Agreement and any funds requested but not awarded as attorneys' fees or costs will be distributed to the LWDA and Aggrieved Employees pursuant to the distribution terms of the Agreement or any terms imposed by the Court.
- (3) The "Net Settlement Fund" shall be calculated by deducting from the PAGA Gross Settlement Amount Plaintiff's Counsel Payment, up to \$7,500.00 to Plaintiff as an enhancement and general release payment, and up to \$5,000.00 to compensate the parties' chosen Settlement Administrator. Seventy-five percent (75%) of the Net Settlement Fund shall be distributed to the LWDA, and the remaining twenty-five percent (25%) of the Net Settlement Fund shall be distributed to the Aggrieved Employees.
- (4) The Twenty-Five percent (25%) of the Net Settlement Fund to be distributed to the Aggrieved Employees will be divided by the total number of pay periods worked by all of them in California during the PAGA Release Period to yield the Pay Period Value. Each Aggrieved Employee will be paid an amount equal to their individual number of pay periods worked in California during the PAGA Release Period multiplied by the Pay Period Value.
- (5) Defendant shall deposit the PAGA Gross Settlement Amount into a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code set up by the Settlement Administrator. The PAGA Gross Settlement Amount shall be paid in twelve equal monthly installments of \$12,666.67; the payments shall be paid on the first business day of each calendar month commencing on January 2, 2024, and ending on December 2, 2024. No disbursements shall be made from the Qualified Settlement Fund unless and until the Effective Day has occurred, and should the Parties agree that the Effective Date is unlikely to occur due to the Court's non-approval of the Settlement, all funds paid to the Qualified Settlement Fund shall be promptly returned to Defendant.

- (6) Defendant will provide the Settlement Administrator with a confidential list of the names and addresses of the Aggrieved Employees, together with the number of their individual pay periods worked during the PAGA Release Period, within fifteen (15) calendar days after the Effective Date. This information will be provided confidentially to the Settlement Administrator only, and the Settlement Administrator will treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of such information. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Agreement.
- (7) Subject to the prior occurrence of the Effective Date, the Settlement Administrator shall disburse each installment payment as follows: (1) from the first installment payment, the full enhancement/general release payment to Plaintiff; and (2) from each installment payment, a proportionate share of the Plaintiff's Counsel Payment to Plaintiff's Counsel (i.e., 1/12 of the total award from each installment).
- (8) No later than twenty-one (21) calendar days after Defendant's final deposit of the PAGA Gross Settlement Amount, the Settlement Administrator shall transmit the Notice of PAGA Settlement (attached hereto as Exhibit "A"), together with settlement checks containing their full individual settlement amounts, with no claims process required, to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices. No later than twenty-one (21) calendar days after Defendant's final deposit of the PAGA Gross Settlement Amount, the respective shares shall be paid to the LWDA and the Settlement Administrator.
- (9) For each settlement check and Notice of PAGA Settlement to Aggrieved Employees that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database. If no current address is located, the individual payment for that individual will be deemed undeliverable. If any Aggrieved Employees cannot be located within two attempts at mailings by the Settlement Administrator, the individual payment for that individual will be deemed undeliverable. The value of checks uncashed more than 180 days after issuance shall be paid to the Office of the California State Controller – Unclaimed Property Fund, to be held in the name of the respective Aggrieved Employees.
- (10) 100% of the PAGA Gross Settlement Amount is considered penalties and will not be subject to local, state or federal tax withholdings. All recipients of payments under this Agreement have their payments reported on an IRS Form 1099. The Settlement Administrator shall issue IRS Form 1099s (if required) to the Aggrieved Employees.

Article V.

Limitations On Use Of This Settlement.

Section 5.01 No Admission.

Defendant has denied and continues to deny all claims asserted in the Action. It is understood and agreed by the Parties that this is a compromise and settlement of all disputed claims, and that the promises and payment in consideration of this Agreement shall not be construed to be an admission of any liability or obligation whatsoever by Defendant or Released Parties to any other party or to any other person whomsoever. Defendant has agreed to resolve the asserted PAGA claims in the Action via this Agreement, but to the extent this Agreement is deemed void or the Court does not enter an order granting this Agreement, Defendant does not waive, and is expressly reserving, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including, without limitation, the ability to challenge representative or collective treatment on any grounds, as well as to assert any and all other potential defenses or privileges.

Section 5.02 Non-Evidentiary Use.

This Agreement is made for the sole purpose of settling the PAGA claims asserted in the Action, and may only be used as evidence of the resolution detailed herein. However, neither this Agreement, nor any of its terms, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or anything else associated with it, shall be offered or used as evidence by any of the Parties, or their respective counsel in the Litigation or in any other action or proceeding, including to establish any liability or admission on the part of Defendant or any Released Parties or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local, or other applicable law; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts, or other events associated with it, shall be construed as an admission or concession by Defendant or any Released Parties or establishment of any such violation(s) or failure(s) to comply with any applicable law. If the Court does not enter an order approving the Agreement, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms, and entry of this Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable. Defendant specifically retains the right to defend, on the merits, against any non-settled claims brought by any Aggrieved Employees.

Section 5.03 Nullification.

(a) If the Court should for any reason fail to approve this Agreement, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement

shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.

(b) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. Material terms of this Agreement include: the definition of Aggrieved Employees; the definition of Effective Date; the definition of PAGA Release Period; the definition of Released Claims; the definition of Released Parties; the definition of Net Settlement Fund; the requirement for entry of an order by the Court approving this Agreement and dismissing the Action with prejudice. The following terms are not material to this Agreement: Plaintiff's Counsel Payment; the amount of the Settlement Administration Fee; the allocation within the Net Settlement Fund.

Article VI.

Release and Waiver of Claims.

Section 6.01 Limited Release By Plaintiff and Aggrieved Employees.

Upon Court approval of the Settlement, dismissal of the action, and subject to Defendant's funding in full of the PAGA Gross Settlement Amount, Plaintiff and the Aggrieved Employees will fully and finally release and discharge Defendant and its former, present, and future owners, parents, affiliates, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, partners, shareholders, agents, employees, joint ventures, successors, assigns, attorneys, accountants, insurers, or legal representatives (the "Released Parties"), from all claims, rights, demands, liabilities, and causes of action for civil penalties under the PAGA that arose during the PAGA Release Period that were alleged in the Action, including but not limited to the following claims: (a) failure to pay all wages owed; (b) failure to provide compliant meal periods, or premium pay for non-compliant meal periods; (c) failure to authorize and permit complaint rest periods, or premium pay for non-complaint rest periods; (d) failure to provide accurate, itemized wage statements; (e) failure to timely pay wages upon separation of employment; (f) failure to reimburse all necessary business expenses; (g) illegal deductions from wages; (h) requiring Aggrieved Employees to work seven or more days in a row; (i) all claims for PAGA penalties that could have been premised on the facts, claims, causes of action, or legal theories described above; and (j) all other claims under PAGA that could have been premised on the facts, claims, causes of action, or legal theories described above and in Plaintiff's Complaint, including but not limited to California Labor Code sections 201, 202, 221, 226(a), 226.3, 226.7, 510, 512, 551, 552, 558, 1194, 2802, and 2699 (the "Released Claims").

Plaintiff and the State of California shall be deemed to have, and by operation of the Order granting approval of this Agreement, shall have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims that arose during the PAGA Release Period. As a result of this release, Aggrieved Employees will be unable to bring a claim under, or recover in any other claim brought under the PAGA for any violations of the Released Claims that took place during the PAGA Release Period.

Section 6.02 General Release as to Plaintiff's Claims

In exchange for the consideration, promises, and covenants contained in this Agreement, and subject to Defendant's full payment of the PAGA Gross Settlement Amount as provided herein, Plaintiff, on behalf of himself and his agents, representatives, attorneys, spouses, heirs, executors, administrators, successors, and assigns, now or hereafter, hereby releases, waives, and forever discharges Defendant and the Released Parties, from any and all claims, liabilities, causes of action, charges, complaints, obligations, costs, losses, damages, injuries, attorneys' fees, and other legal responsibilities, of any form whatsoever, whether known or unknown, unforeseen, unanticipated, unsuspected, or latent, which Plaintiff or his heirs, administrators, executors, successors in interest, and/or assigns have incurred or expect to incur, or now own or hold, or have at any time heretofore owned or held, or may at any time own, hold, or claim to hold by reason of any matter or thing arising from any cause whatsoever prior to the date of Plaintiff's execution of this Agreement related in any way to his employment with Defendant or separation thereof from Defendant ("Plaintiff's General Release").

The scope of Plaintiff's General Release extends to claims including, but not limited to, any alleged (a) violation of the National Labor Relations Act, Title VII of the Civil Rights Act, the California Fair Employment and Housing Act, the Americans With Disabilities Act of 1990, the Fair Labor Standards Act, the California Labor Code, any applicable California Wage Order, the California Private Attorneys General Act (to include but not limited to, acting as a PAGA representative), the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the California Family Rights Act, the Employee Retirement Income Security Act (excluding vested benefits), the California Unfair Business Practices Act/Unfair Competition Law, the Family and Medical Leave Act, the California Family Rights Act, the Worker Adjustment and Retraining Notification Act, and any state law equivalent; (b) harassment, discrimination, and/or retaliation on the basis of age, race, color, ancestry, national origin (including language use restrictions), citizenship, religious creed (including religious dress and grooming practices), sex marital status, domestic partnership status, sexual orientation, gender, gender identity or gender expression, veteran status, military status, political affiliation, family care or medical leave status or the denial of family and medical care leave, physical or mental disability (including HIV and AIDS), medical condition (including cancer and genetic characteristics), genetic information or any other basis protected by applicable federal, state and/or local laws, regulations, rules, ordinances and/or orders, failure to prevent harassment, discrimination, and/or retaliation, failure to accommodate, failure to engage in the interactive process, retaliation; (c) any whistleblower or retaliation claims on the basis of any protected activity or other protected basis; (d) breach of any express or implied promise, contract or agreement (express or implied), or breach of the implied covenant of good faith and fair dealing; (e) any tort or common law claims, including wrongful discharge, intentional or negligent infliction of emotional distress, negligence, fraud, misrepresentation, defamation, interference with prospective economic advantage, or other tort or common law actions; (f) claims for misclassification, wage and hour, or other claims related to hours, conditions, or compensation related to work; and (g) any other violation of local, state, or federal law, constitution, statute, regulation or ordinance, public policy, contract, or tort or common law claim, whether for legal or equitable relief, having any bearing whatsoever on the terms and conditions of employment, or association or working relationship, with any of the Released Parties, including but not limited to any allegations for penalties, interest, costs and fees, including attorneys' fees, incurred in any of these matters, which Plaintiff ever had, now has, or may have prior to the date of Plaintiff's execution of this Agreement. All such claims, liabilities or causes of action (including, without

limitation, claims for related attorneys' fees and costs) are forever barred by this Agreement regardless of the forum in which they may be brought. The Parties intend for Plaintiff's General Release to be as broad as possible.

Plaintiff represents and acknowledges that the enhancement and general release payment contained herein shall constitute the entire consideration provided to Plaintiff and Plaintiff will not seek any further compensation for any claim, damage, cost, or attorney's fees in connection with the matters encompassed in the Agreement. Plaintiff represents and acknowledges that the enhancement and general release payment contained herein constitutes full satisfaction and accord of any claims Plaintiff has or may have against any of the Released Parties. Plaintiff acknowledges the Payment constitutes ample consideration, the sufficiency of which is hereby acknowledged, for Plaintiff's promises in the Agreement.

Plaintiff stipulates and agrees that she expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, 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.

Plaintiff may hereafter discover facts in addition to or different from those he now knows or believes to be true with respect to the subject matter of the Release, but Plaintiff upon the Effective Date and subject to Defendant's full payment of the PAGA Gross Settlement Amount shall fully, finally, and forever settle and release any and all of the claims released pursuant to Plaintiff's General Release, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

Plaintiff's General Release does not apply to any claims that cannot be released as a matter of law. The provisions of this Section 6.02 also do not preclude filing a charge or complaint with or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission ("EEOC"), the National Labor Relations Board ("NLRB"), the Occupational Safety and Health Administration ("OSHA"), or any other federal, state, or local agency charged with the enforcement of any employment laws, although Plaintiff understands that by signing this Agreement, he waives the right to recover any damages or to receive other relief directly from the Released Parties in any claim or suit brought by or through the EEOC, NLRB, OSHA or any other federal, state, or local agency on his behalf.

Section 6.03 Tax Treatment and Tax Indemnification.

Aggrieved Employees will assume any tax obligations or consequences which may arise from this Settlement.

If any state or federal taxing authority contacts, investigates, or pursues any action against any Aggrieved Employees for their individual share of taxes related to any payments made under this Agreement, each Aggrieved Employee shall be responsible for his/her own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the Aggrieved Employee's share of any state or federal tax obligation. If an Aggrieved Employee has questions about any liability to any state or federal taxing authority, they shall their tax advisor. The Aggrieved Employees shall not contact Defendant, any of the Released Parties, or Defense Counsel.

Article VII.

Miscellaneous Provisions.

Section 7.01 Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 7.02 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Plaintiff, Plaintiff's Counsel, Defendant, and Defense Counsel who executed this Agreement and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 7.03 No Modifications and Void *Ab Initio*.

This Agreement may not be changed, altered, or modified, except as provided for in this Agreement, in writing signed by the Parties hereto, and approved by the Court. If the Court does not enter an order granting approval of the Agreement, if the Court's approval of the settlement is reversed, if the Agreement is materially modified by the Court or on appellate review, or if the Effective Date does not occur, this Agreement shall be deemed Void *Ab Initio*. Void *Ab Initio* shall mean the Parties will be returned to the status quo prior to this Agreement being reached and it will be as if the Agreement was never entered into. If Void *Ab Initio*, the Agreement shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable. A material modification shall have the same meaning as that term is used in California law regarding contracts. This Agreement may not be discharged except by performance in accordance with its terms.

Section 7.04 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the

sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that she has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 7.05 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, and shall in all cases be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto.

Section 7.06 Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Litigation.

Section 7.07 Headings and Captions.

Paragraph titles or captions contained in the Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement, or any provision thereof.

Section 7.08 No Press Release or Publicity Regarding the Terms of the Settlement.

Plaintiff and Plaintiff's Counsel, as well as Defendant and Defendant's Counsel, agree that they will not issue any media or press release, initiate any contact with the media or the press, respond to any media or press inquiry, or have any communications with the media or the press about the fact, amount, or terms of this Agreement, except to (i) Aggrieved Employees, but only upon inquiry, and (ii) the Court and the LWDA, but only as necessary to obtain Court approval of the Settlement.

Section 7.09 Waiver of Compliance.

Any failure of any Party, Defense Counsel, and/or Plaintiff's Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 7.10 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not

be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 7.11 Attorneys' Fees and Costs.

With respect to this Agreement, neither Plaintiff's Counsel nor any other attorneys acting for, or purporting to act for the Aggrieved Employees, or Plaintiff may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the PAGA Gross Settlement Amount except as expressly provided herein. Defendant shall bear its own attorney's fees and costs, and neither Plaintiff's Counsel, Aggrieved Employees, or Plaintiff shall be responsible for Defendant's attorney's fees and costs. If any party moves the Court to enforce this Agreement, the prevailing party shall be entitled to recover from the other party all attorneys' fees and costs incurred to enforce this Agreement.

Section 7.12 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing party shall be entitled to recover his/their reasonable attorneys' fees and costs.

Section 7.13 Binding.

The Parties, by signing this Agreement, are bound by the terms herein. The Parties waive their rights to file an appeal, writ, or any challenge whatsoever to the terms of this Agreement. This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 7.14 Court's Retention of Jurisdiction.

The Court shall retain jurisdiction, pursuant to Code of Civil Procedure section 664.6 and otherwise as permitted by law, to enforce this Settlement.

Section 7.15 Escalator Provision.

This settlement is based on Defendant's representation that there are no more than approximately 7,581 pay periods at issue ("Affected Pay Periods") worked by approximately 175 Aggrieved Employees during the PAGA Release Period through August 22, 2023. If the actual number of pay periods through the last day of the PAGA Release Period exceeds these representations by 10% or more (i.e., 8,339 pay periods), Defendant shall increase the PAGA Gross Settlement Amount in proportion to the increase in Affected Pay Periods, less the 10% buffer. Thus, if the total number of pay periods is 11% higher than 7,481, then the increased amount shall be 1% of the initial settlement amount.

Section 7.16 Default; Notice; Cure; Acceleration; Time is of the Essence.

Time is of the essence with respect to all provisions of this Agreement. If Defendant fails to timely make any payment due hereunder, it shall be in default of its obligations. Plaintiff shall thereafter give notice of default and Defendant must cure said default within five (5) business days thereof. In the event of an uncured default, all unpaid amounts shall be accelerated and be all due and payable together with interest at the legal rate from the date of default.

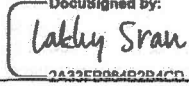
IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

[SIGNATURES ON FOLLOWING PAGE]

Dated: Dec-08-2023 | 4:50:51 AM PST

SRAN AG II, INC.

By  DocuSigned by:
2A33E906492B4C0
Its Representative

Dated: _____

By _____
JOSE RAMON PEREZ VACA

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

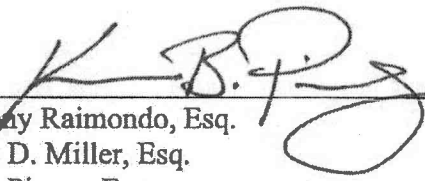
GAINES & GAINES, ALPC

Dated: _____

By: _____
Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Attorneys for Plaintiff

Dated: 6 DEC 23

RAIMONDO | MILLER, A LAW
CORPORATION

By: 
Anthony Raimondo, Esq.
James D. Miller, Esq.
Kevin Piercy, Esq.
Ryan W. Porte, Esq.
Taylor Ealand, Esq.
Attorneys for Defendant

Dated: _____

SRAN AG II, INC.

By _____
Its _____

Dated: 12 / 07 / 2023

By Jose R Perez vaca
JOSE RAMON PEREZ VACA

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

GAINES & GAINES, ALPC

Dated: 12/07/2023

By: 
Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Attorneys for Plaintiff

RAIMONDO | MILLER, A LAW
CORPORATION

Dated: _____

By: _____
Anthony Raimondo, Esq.
James D. Miller, Esq.
Kevin Piercy, Esq.
Ryan W. Porte, Esq.
Taylor Ealand, Esq.
Attorneys for Defendant

EXHIBIT A

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

JOSE RAMON PEREZ VACA, on behalf of
himself and all “aggrieved employees”
pursuant to Labor Code § 2698 et seq.,

Plaintiffs,

v.

SRAN AG II, INC., a California corporation,
and DOES 1 through 10, inclusive,

Defendants.

Case No. 22CECG03802

**NOTICE OF SETTLEMENT OF
PRIVATE ATTORNEYS GENERAL ACT
CLAIM (CAL. LABOR CODE § 2698 *ET
SEQ.*)**

You have been identified as an individual who currently and/or formerly worked for Defendant SRAN AG II, Inc. (“Defendant”) in California, as a non-exempt employee between March 9, 2021 and October 11, 2023. (“Aggrieved Employee”).

On November 29, 2022, Plaintiff Jose Ramon Perez Vaca (the “Plaintiff”) commenced a lawsuit in the Superior Court of California, County of Fresno, Case Number 22CECG03802, to recover civil penalties (the “Lawsuit”). Plaintiff alleges in the lawsuit that Defendant failed to pay all minimum and overtime wages due, provide all meal and rest periods or premium compensation in lieu thereof, timely pay all wages due upon separation of employment, reimburse all business expenses, provide requisite days off, refrain from making unlawful deductions from wages, and issue complete and accurate wage statements. For these alleged violations, Plaintiff seeks penalties pursuant to the California Labor Code’s Private Attorneys General Act of 2004, codified at Labor Code § 2698 *et seq.* (“PAGA”).

Defendant denies Plaintiff’s allegations and disputes all of Plaintiff’s claims. The Lawsuit was litigated and following an investigation, the Parties reached a settlement which takes into account the uncertainties and risks of proceeding with litigation.

The Court approved the settlement on [REDACTED] and has determined that the settlement is fair and reasonable. The payment which accompanies this notice is made to you pursuant to the terms of the Settlement.

The Court-approved settlement contains the following release of claims, to which you are bound:

Upon Court approval of the Settlement, dismissal of the action, and subject to Defendant’s funding in full of the PAGA Gross Settlement Amount, Plaintiff and the Aggrieved Employees

will fully and finally release and discharge Defendant and its former, present, and future owners, parents, affiliates, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, partners, shareholders, agents, employees, joint ventures, successors, assigns, attorneys, accountants, insurers, or legal representatives (the “Released Parties”), from all claims, rights, demands, liabilities, and causes of action for civil penalties under the PAGA that arose during the PAGA Release Period that were alleged in the Action, including but not limited to the following claims: (a) failure to pay all wages owed; (b) failure to provide compliant meal periods, or premium pay for non-compliant meal periods; (c) failure to authorize and permit complaint rest periods, or premium pay for non-complaint rest periods; (d) failure to provide accurate, itemized wage statements; (e) failure to timely pay wages upon separation of employment; (f) failure to reimburse all necessary business expenses; (g) illegal deductions from wages; (h) requiring Aggrieved Employees to work seven or more days in a row; (i) all claims for PAGA penalties that could have been premised on the facts, claims, causes of action, or legal theories described above; and (j) all other claims under PAGA that could have been premised on the facts, claims, causes of action, or legal theories described above and in Plaintiff’s Complaint, including but not limited to California Labor Code sections 201, 202, 221, 226(a), 226.3, 226.7, 510, 512, 551, 552, 558, 1194, 2802, and 2699 (the “Released Claims”).

Plaintiff and the State of California shall be deemed to have, and by operation of the Order granting approval of this Agreement, shall have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims that arose during the PAGA Release Period. As a result of this release, Aggrieved Employees will be unable to bring a claim under, or recover in any other claim brought under the PAGA for any violations of the Released Claims that took place during the PAGA Release Period.

If you have any questions, please contact Gaines & Gaines, APLC, counsel for Plaintiff, at (866) 550-0855.

EXHIBIT D

GAINES & GAINES
A Professional Law Corporation
4550 East Thousand Oaks Boulevard, 100
Westlake Village, CA 91362

Invoice submitted to:
Jose Ramon Perez Vaca

December 18, 2023

Invoice #4955

Professional Services

	<u>Hours</u>	<u>Amount</u>
3/4/2022 [Estimated] Pre-timekeeping: litigation research and analysis regarding Defendant and claims	10.00	7,500.00
3/7/2022 Review and revise LWDA letter	0.70	490.00
3/9/2022 Research and call with client regarding whether Wage Order 8, 13, or 14 applies	0.90	562.50
3/22/2022 Review letter from Defense and email to set up conference call	0.40	250.00
4/1/2022 Intro call with client and explain case and litigation	0.70	437.50
4/26/2022 Emails with defense regarding schedule conf call	0.40	250.00
5/2/2022 Call with defense re claims and intro & email to firm	0.50	312.50
5/5/2022 Draft informal discovery and Fresno mediators (McKelvey and Vartabedian and Brown)	1.10	687.50
5/6/2022 Review and revise informal discovery letter	0.40	250.00
5/12/2022 Conf call with defense re FU call	0.40	250.00
5/13/2022 Draft PAGA complaint	1.00	200.00
Emails with defense regarding tolling agreement	0.50	312.50
5/16/2022 Draft tolling agreement	1.20	240.00
Emails with defense and draft tolling agreement; Review Vaca complaint	0.90	562.50

	<u>Hours</u>	<u>Amount</u>
5/23/2022 Send follow up email to defense counsel regarding tolling agreement	0.30	60.00
7/28/2022 Emails with defense regarding conference call scheduling	0.40	250.00
8/3/2022 Call with defense regarding litigation/arbitration/settlement and email to firm	0.50	312.50
9/19/2022 Follow up emails regarding tolling agreement	0.30	187.50
9/20/2022 Emails with defense regarding conference call scheduling	0.30	187.50
11/3/2022 Emails with defense re status update	0.30	187.50
11/4/2022 Emails with defense re schedule call	0.30	187.50
11/9/2022 Call with defense counsel re litigation/claims/mediation	0.30	187.50
11/11/2022 Revise PAGA Complaint	0.60	375.00
11/16/2022 Follow up emails with Kevin Piercy	0.30	187.50
11/21/2022 Emails with defense re FU	0.30	187.50
11/29/2022 Review and finalize complaint, summons, cover sheet	0.40	300.00
12/2/2022 Emails with defense re mediation and complaint filing/NAA	0.40	250.00
12/6/2022 Call with defense re mediation and responsive pleading; emails with defense re responsive pleading extension	0.50	312.50
1/4/2023 Send follow up email regarding signed NAA	0.30	60.00
3/15/2023 Prepare discovery	3.40	680.00
3/16/2023 Review Discovery requests	1.30	812.50
3/27/2023 Prepare case management statement	0.40	300.00
3/28/2023 Phone call with defense counsel	0.30	225.00
Appearance at case management conference	1.50	1,125.00
8/9/2023 Call with defense re mediation data	0.30	187.50
8/16/2023 Call with client regarding mediation and claims	0.70	140.00
Review and revise mediation brief	1.80	1,260.00
8/17/2023 Revise mediation brief	1.00	200.00
8/22/2023 Attend mediation	10.00	7,500.00

	<u>Hours</u>	<u>Amount</u>
8/22/2023 Attend mediation	10.00	7,000.00
8/23/2023 Call with client regarding mediation	0.50	100.00
9/7/2023 Call with client regarding mediators proposal	0.50	100.00
10/10/2023 Prepare PAGA settlement agreement and notice	3.00	2,250.00
10/26/2023 Draft Stipulation and order for approval	1.30	812.50
10/27/2023 Begin preparation of motion to approve PAGA settlement	5.50	4,125.00
12/4/2023 [ESTIMATED] Time required to finalize approval paperwork, attend approval hearing, communicate with employees, administrator and counsel for Defendant, and close file	7.50	5,625.00
[ESTIMATED] Time required to finalize approval paperwork, attend approval hearing, communicate with employees, administrator and counsel for Defendant, and close file	7.50	5,250.00
For professional services rendered	<u>81.10</u>	<u>\$53,230.00</u>
Balance due		<u><u>\$53,230.00</u></u>

User Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Alex Katofsky	38.60	750.00	\$28,950.00
Amelia Booth	8.90	200.00	\$1,780.00
Daniel Gaines	20.00	700.00	\$14,000.00
Evan Gaines	13.60	625.00	\$8,500.00

EXHIBIT E

**Jose Ramon Perez Vaca v. Sran Family Orchards, Inc.
Gaines Gaines, APLC Counsel's Costs**

<u>EXPENSE CATEGORY</u>	<u>EXPENSE</u>
Postage	\$ 29.32
Filing fees	\$ 661.31
Expert analysis fee	\$ 2,640.00
Mediation fee	\$ 6,250.00
Future estimated expenses -	\$ 165.00
• Filing fees and One Legal Service fees for Motion for PAGA Approval (will be filed via One Legal) - \$60.00 • Courtesy copy delivery fees to department of Motion for PAGA Approval via One Legal - \$60.00 • Postage for mailing Motion for PAGA Approval - \$15.00 • Filing fees and One Legal Service fees for Notice of Entry of Order once PAGA Order signed (will be filed via One Legal) - \$20.00 • Postage for mailing Notice of Entry of Order - \$10.00	
TOTAL EXPENSES	\$ 9,745.63

EXHIBIT F

Vaca v. SRAN AG II, Inc.
Vaca Individual Damage Model

Assumptions

November 15, 2017 - December 15, 2021 Approximate dates of employment
May 13, 2018 - December 15, 2021 Dates of Employment during 4 Year Statute of Limitations ("SOL") (187 weeks)
March 9, 2021 - December 15, 2021 Dates of employment during PAGA period (40 weeks, 40 weekly pay periods)
935 Approximate number of shifts worked by Plaintiff during his employment (5 shifts a week for 187 weeks = 935)
\$24.00 Plaintiff's average hourly rate during his employment

Labor Code 203 - Waiting Time Penalties

\$264.00 Average daily wage for Plaintiff (\$24 x 8 hours + \$36 OT x 2 hours)
30 days x \$264/average daily wage
\$7,920.00 Total Waiting Time Penalties

Labor Code 226.7/512 - Failure to Provide Meal Periods

935 Approximate number of shifts worked by Plaintiff during his employment (5 shifts a week for 187 weeks = 935)
\$24.00 Plaintiff's hourly rate during his employment
100% Violation rate (estimated)
\$22,440.00 Total Meal Period Premium Wages

Labor Code 226.7 - Failure to Provide Rest Periods

935 Approximate number of shifts worked by Plaintiff during his employment (5 shifts a week for 187 weeks = 935)
\$24.00 Plaintiff's hourly rate during his employment
100% Violation rate (estimated)
\$22,440.00 Total Rest Period Premium Wages

Labor Code 226(e) - Wage Statement Penalties

40 Approximate number of pay periods Plaintiff worked during PAGA Period
\$50 per initial violation (1 x \$50) and \$100 per subsequent violation (39 x \$100)
\$3,950.00 Total Wage Statement Penalties

Labor Code 551/552 - Required to Work 7+ Days in Row

40 Approximate number of pay periods Plaintiff worked during PAGA Period
\$100 per violation (40 x \$100)
\$4,000.00 Total Penalties

Labor Code 510/1194 - Failure to Pay all Overtime Wages Due (Estimate based on 30 minutes OTC/day)

935 Approximate number of shifts worked by Plaintiff during his employment (5 shifts a week for 187 weeks = 935)
\$18.00 Total estimated unpaid overtime per shift (\$36 x 0.5)
\$16,830.00 Total Unpaid Wages

Labor Code 221/225.5 - Unlawful Deductions

5	Estimated affected number of pay periods during PAGA Period
\$500.00	\$100 per violation (5 x \$100)
\$31.25	25% of amount unlawfully withheld (\$25 x 0.25 = \$6.25 * 5 deductions)
\$531.25	Total Penalties for Unlawful Deductions
\$78,111.25	TOTAL PENALTIES AND WAGES, EXCLUDING ATTORNEYS' FEES & COSTS