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Attorneys for Plaintiff TINA MARIE LARA

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

TINA MARIE LARA, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

GBH RETAIL, LLC, a limited liability
company; CANNABLE, LLC; a limited
liability company; GREENBRIER
HOLDINGS, LLC, a limited liability
company, and DOES 1 through 10, inclusive,

Defendants.

Case No.: 22CECG01618

[Assigned for all purposes to the Hon. D. Tyler
Tharpe]

PAGA SETTLEMENT AGREEMENT

Complaint filed: May 26, 2022
Trial date: Not set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff TINA MARIE LARA (“Plaintiff”) and defendants GBH RETAIL, LLC, CANNABLE, LLC, and GREENBRIER HOLDINGS, LLC (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Lara v. GBH Retail, LLC, et al.* initiated on May 26, 2022, and pending in Superior Court of the State of California, County of Fresno.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of the Settlement.
- 1.4. “Aggrieved Employee” means all persons employed by Defendants as hourly-paid or non-exempt employees in the State of California from May 26, 2021, until approval of the settlement of the Action.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Fresno.
- 1.8. “Defense Counsel” means Diane E. Coderniz of BAKER MANOCK & JENSEN, PC.

- 1.9. “Effective Date” means the following: (a) the date the Court enters an order approving the PAGA settlement if no objections are asserted and no individual seeks to intervene in the matter; or (b) 65 days after the date of entry of the Order of the court approving the PAGA settlement if any objections are asserted or any individual seeks to intervene in the matter but no appeal is filed; or (c) if a timely appeal is made, ten (10) business days after the final resolution of that appeal if the appeal is rejected, the settlement is upheld, and the settlement approval order is no longer subject to further judicial review.
- 1.10. “Gross Settlement Amount” means \$90,000 which is the total amount Defendants agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses.
- 1.11. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. “Judgment” means the judgment entered by the Court based upon the Order granting Approval of the Settlement.
- 1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).
- 1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).
- 1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16. “PAGA Counsel” means Moon Law Group, PC, the attorneys representing Plaintiff in the Action.

- 1.17. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.19. “PAGA Period” means the period from May 26, 2021, until approval of the settlement of the Action.
- 1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.21. “PAGA Notice” means Plaintiff’s May 21, 2022, letter to Defendants and the LWDA providing notice pursuant to Labor Code § 2699.3(a).
- 1.22. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.23. “Plaintiff” means Tina Marie Lara, the named plaintiff in the Action.
- 1.24. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25. “Released PAGA Claims” means the claims being released as described in Paragraph 5 below.
- 1.26. “Released Parties” means: Defendants and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28. “Defendants” means named Defendants GBH Retail, LLC, Cannable LLC, and Greenbrier Holdings, LLC.

1 **2. RECITALS.**

2 2.1. On May 26, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes
3 of action against Defendants for failure to pay minimum wages, failure to pay overtime
4 compensation, failure to provide meal periods, failure to authorize and permit rest breaks,
5 failure to indemnify necessary business expenses, failure to timely pay final wages at
6 termination, failure to provide accurate itemized wage statements, and for unfair business
7 practices. On August 17, 2022, Plaintiff filed a First Amended Complaint adding a ninth
8 cause of action for civil penalties under PAGA. The First Amended Complaint is the
9 operative complaint in the Action (the “Operative Complaint.”). Defendants denies the
10 allegations in the Operative Complaint, denies any failure to comply with the laws
11 identified in in the Operative Complaint and denies any and all liability for the causes of
12 action alleged. As part of this Settlement, Plaintiff shall request dismissal of class claims
13 without prejudice and her individual claims with prejudice.

14 2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendants and
15 the LWDA by sending the PAGA Notice.

16 2.3. On July 31, 2023, the Parties participated in an all-day mediation presided over by Carl
17 West. Although the Parties were unable to settle at mediation, through continued
18 settlement efforts, the Parties were able to reach a settlement which led to this Agreement
19 to settle the Action.

20 2.4. Prior to mediation and negotiating the Settlement, Plaintiff obtained, through informal
21 discovery, documents regarding meal periods, rest periods, overtime, and timekeeping and
22 pay policies and records.

23 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any
24 other pending matter or action asserting claims that will be extinguished or affected by the
25 Settlement.

1 **3. MONETARY TERMS.**

2 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
3 Defendants promise to pay \$90,000 and no more as the Gross Settlement Amount.
4 Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline
5 stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross
6 Settlement Amount without asking or requiring Aggrieved Employees to submit any claim
7 as a condition of payment. None of the Gross Settlement Amount will revert to
8 Defendants.

9 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
10 following payments from the Gross Settlement Amount, in the amounts specified by the
11 Court in the Final Approval:

12 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.3%,
13 which is currently estimated to be \$30,000.00 and a PAGA Counsel Litigation
14 Expenses Payment of not more than \$12,000.00. Defendants will not oppose
15 requests for these payments provided that do not exceed these amounts. Plaintiff
16 and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees
17 Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA
18 Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less
19 than the amounts requested, the Administrator will allocate the remainder to the
20 Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel
21 or any other Plaintiff's Counsel arising from any claim to any portion any PAGA
22 Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The
23 Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel
24 Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes
25 full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment
26 and the PAGA Counsel Litigation Expenses Payment and holds Defendants
27 harmless, and indemnifies Defendants, from any dispute or controversy regarding
28 any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$10,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of at least \$38,000 to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

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

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate that there are approximately 130 Aggrieved Employees who worked a total of approximately 2,033 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 14 days of the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data

only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to the Administrator's employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fee Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fee Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

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

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS

forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

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

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

5. RELEASES OF CLAIMS.

Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release.

5.1.1. Scope of Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits,

1 unemployment benefits, disability benefits, social security benefits, workers'
2 compensation benefits that arose at any time, or based on occurrences outside the
3 PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law
4 different from, or in addition to, the facts or law that Plaintiff now knows or
5 believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and
6 remain effective in all respects, notwithstanding such different or additional facts or
7 Plaintiff's discovery of them.

8 5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of
9 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,
10 rights, and benefits, if any, of Section 1542 of the California Civil Code, which
11 reads:

12 **A general release does not extend to claims that the creditor or**
13 **releasing party does not know or suspect to exist in his or her favor**
14 **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.

15 5.2. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on
16 behalf of themselves and their respective former and present representatives, agents,
17 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all
18 claims for PAGA penalties that were alleged, or reasonably could have been alleged, in the
19 PAGA Period based on the facts stated in the Operative Complaint and the PAGA Notice.

20 5.3. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former
21 attorneys, employees, agents, successors and assigns the Released Parties from all claims
22 for PAGA Fees incurred in connection with the Operative Complaint and the PAGA
23 Period facts stated in the Operative Complaint and the PAGA Notice. PAGA Counsel
24 shall receive only the PAGA Counsel Fees Payment approved by the Court as part of this
25 Settlement.

26
27 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.**

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

- 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3(a)), Operative Complaint (Labor Code § 2699(l)(1)), this Agreement (Labor Code § 2699(l)(2))), and all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declaration, PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2. Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Order granting approval to the Administrator.
- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and

Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings, if necessary, and providing reports state and federal tax authorities.

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

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES [and ESCALATOR CLAUSE]

Based on its records, Defendants estimates that, as of the date of this Settlement Agreement, (1) there are approximately 130 Aggrieved Employees who worked approximately 2,033 Pay Periods during the PAGA Period. Should the actual number of pay periods worked by Aggrieved Employees exceed 10% of the estimated workweeks (i.e., if there are 2,236 or more pay periods), Defendants will increase the Gross Settlement Amount by a pro-rata dollar value equal to the number of pay periods in excess of 2,236 pay periods.

1
2 **9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.**

3 9.1. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
4 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
5 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
6 administration matters, and (iii) addressing such post-Judgment matters as are permitted by
7 law.

8 9.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
9 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
10 PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive
11 all rights to appeal from the Judgment, including all rights to post-judgment and appellate
12 proceedings, the right to file motions to vacate judgment, motions for new trial,
13 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
14 right to oppose such motions, writs or appeals. If another party appeals the Judgment, the
15 Parties' obligations to perform under this Agreement will be suspended until such time as
16 the appeal is finally resolved and the Judgment becomes final, except as to matters that do
17 not affect the amount of the Net Settlement Amount.

18
19 **10. ADDITIONAL PROVISIONS.**

20 10.1. No Admission of Liability or Representative Manageability for Other Purposes. This
21 Agreement represents a compromise and settlement of highly disputed claims. Nothing in
22 this Agreement is intended or should be construed as an admission by Defendants that any
23 of the allegations in the Operative Complaint have merit or that Defendants have any
24 liability for any claims asserted; nor should it be intended or construed as an admission by
25 Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that
26 representative treatment is for purposes of this Settlement only. If, for any reason the Court
27 does not approve this Settlement, Defendants reserve all available defenses to the claims in
28 the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement,

1 this Agreement and Parties' willingness to settle the Action will have no bearing on, and
2 will not be admissible in connection with, any litigation (except for proceedings to enforce
3 or effectuate the Settlement and this Agreement).

4 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
5 together with its attached exhibits shall constitute the entire agreement between the Parties
6 relating to the Settlement, superseding any and all oral representations, warranties,
7 covenants, or inducements made to or by any Party. The provisions in the Parties' MOU
8 regarding Plaintiff's settlement of individual claims shall remain in full force and effect.

9 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
10 represent that they are authorized by Plaintiff and Defendants, respectively, to take all
11 appropriate action required or permitted to be taken by such Parties pursuant to this
12 Agreement to effectuate its terms, and to execute any other documents reasonably required
13 to effectuate the terms of this Agreement including any amendments to this Agreement.

14 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their
15 best efforts, in good faith, to implement the Settlement by, among other things, modifying
16 the Settlement Agreement, submitting supplemental evidence, and supplementing points
17 and authorities as requested by the Court. In the event the Parties are unable to agree upon
18 the form or content of any document necessary to implement the Settlement, or on any
19 modification of the Agreement that may become necessary to implement the Settlement,
20 the Parties will seek the assistance of a mediator and/or the Court for resolution.

21 10.5. No Prior Assignments. The Parties separately represent and warrant that they have not
22 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
23 encumber to any person or entity and portion of any liability, claim, demand, action, cause
24 of action, or right released and discharged by the Party in this Settlement.

25 10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are
26 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
27 relied upon as such within the meaning of United States Treasury Department Circular 230
28 (31 CFR Part 10, as amended) or otherwise.

- 1 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended,
2 modified, changed, or waived only by an express written instrument signed by all Parties
3 or their representatives, and approved by the Court.
- 4 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
5 benefit of, the successors of each of the Parties.
- 6 10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
7 governed by and interpreted according to the internal laws of the state of California,
8 without regard to conflict of law principles.
- 9 10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
10 this Agreement. This Agreement will not be construed against any Party on the basis that
11 the Party was the drafter or participated in the drafting.
- 12 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
13 during Action and in this Agreement relating to the confidentiality of information shall
14 survive the execution of this Agreement.
- 15 10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel
16 pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data
17 provided to PAGA Counsel by Defendants in connection with the mediation, other
18 settlement negotiations, or in connection with the Settlement, may be used only with
19 respect to this Settlement, and no other purpose, and may not be used in any way that
20 violates any existing contractual agreement, statute, or rule of court. Not later than 90 days
21 after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff
22 shall destroy all paper and electronic versions of Aggrieved Employee Data received from
23 Defendants unless, prior to the Administrator's payment of all Settlement Funds,
24 Defendants make a written request to PAGA Counsel for the return, rather than the
25 destruction, of Aggrieved Employee Data.
- 26 10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is
27 inserted for convenience of reference only and does not constitute a part of this
28 Agreement.

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

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

To Plaintiff:

Kane Moon (SBN 249834)
kmoon@moonlawgroup.com
H. Scott Leviant (SBN 200834)
hsleviant@moonlaw.com
Mariam Ghazaryan (SBN 341119)
mghazaryan@moonlaw.com
MOON LAW GROUP, PC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

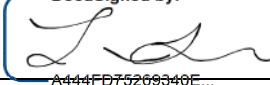
To Defendants:

Diane E. Coderniz
dconderniz@bakermanock.com
BAKER MANOCK & JENSEN, PC
5260 North Palm Avenue, Suite 201
Fresno, California 92704
Telephone: (559) 432-5400
Facsimile: (559) 432-5620

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

10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that, pursuant to Code of Civil Procedure § 583.330, the signatures of the Parties shall operate as an agreement to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

Plaintiff:Dated: 1/22/2024

DocuSigned by:

A444FD75269340E...
By: TINA MARIE LARA

Plaintiff's Counsel:Dated: 1/22/2024

MOON LAW GROUP, PC

By: 
Kane Moon
H. Scott Leviant
Mariam Ghazaryan
Attorneys for Plaintiff

Defendants:

Dated: _____

DEFENDANTS GBH RETAIL, LLC, CANNABLE, LLC, AND GREENBRIER HOLDINGS, LLC

By: _____
Print Name_____
Signature_____
Title

10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that, pursuant to Code of Civil Procedure § 583.330, the signatures of the Parties shall operate as an agreement to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

Plaintiff:

Dated: _____

By: _____
TINA MARIE LARA

Plaintiff's Counsel:

Dated: _____

MOON LAW GROUP, PC

By: _____
Kane Moon
H. Scott Leviant
Mariam Ghazaryan
Attorneys for Plaintiff

Defendants:

Dated: January 22, 2024

DEFENDANTS GBH RETAIL, LLC, CANNABLE, LLC, AND GREENBRIER HOLDINGS, LLC

By: Philip Fagundes
Print Name

Philip Fagundes
Signature

COO
Title

Defendants' Counsel:

Dated: January 25, 2024

BAKER MANOCK & JENSEN PC

By: 

Diane E. Coderniz

Attorneys for Defendants GBH RETAIL, LLC,
CANNABLE, LLC, AND GREENBRIER
HOLDINGS, LLC