

This Class Action and PAGA Settlement Agreement is entered into by and between Plaintiffs
 a Quiroz, Christian P. Adame Prado and Maria Torres, individually and on behalf of all others
 ly situated, and defendant Natural Pack, Inc., and is approved by their respective counsel of
 subject to the terms and conditions hereof and the Court's approval.

1. “Action” or “Lawsuit” means and refers to the case entitled *Josefina Quiroz v. Natural Inc.*, Case No. 22CV02389, filed in Santa Barbara Superior Court.

2. “Aggrieved Employees” include all persons who are or were previously employed by Plaintiff in California classified as a non-exempt or hourly employee at any time from March 9, 2020 until June 30, 2022.

3. “Agreement,” “Settlement Agreement,” “Settlement,” or “Stipulation” shall mean this Action and PAGA Settlement Agreement and Release of Claims, including any attached documents.

4. “Class Claims” or “Released Class Claims” will include all claims that were alleged in the Complaint and all claims that could have been alleged in the Complaint based on the facts and circumstances therein, including, but not limited to, claims for failure to pay all minimum wages, failure to pay overtime wages, failure to provide rest periods and pay missed rest period premiums, failure to provide meal periods and pay missed meal period premiums, failure to maintain accurate employment records, failure to pay wages timely during employment, failure to pay all wages earned and unpaid wages, failure to reimburse business expenses, failure to furnish accurate itemized wage statements, unfair competition law, and PAGA penalties, as well as all attorneys’ fees and costs.

5. “Class Counsel” refers to Mehrdad Bokhour of Bokhour Law Group, P.C., Michelle Eshaghian of Eshaghian Law, P.C., and Kashif Haque and Joseph M. Szilagyi of the Aegis Law Firm,

6. “Class Data” means a complete list that Defendant will diligently and in good faith obtain from its records and provide to the Settlement Administrator and shall include, to the extent Defendant has such information, the Settlement Class Members’ full names; last known addresses;

1 telephone numbers; Social Security Numbers; and dates of employment and/or number of
2 Workweeks Worked as non-exempt or hourly employees of Defendant during the Class Period and
3 the PAGA Period for each Settlement Class Member.

4 7. "Class Period" and "Class Release Period" shall mean March 9, 2018, through June
5 30, 2022.

6 8. "Class Representatives" or "Plaintiffs" means and refers to Josefina Quiroz, Christian
7 P. Adame Prado and Maria Torres.

8 9. "Complaint" refers to the operative complaint filed in the Santa Barbara Superior
9 Court entitled *Josefina Quiroz v. Natural Pack, Inc.*, Case No. 22CV02389.

10 10. "Court" means the California Superior Court, County of Santa Barbara or any Court
11 of competent jurisdiction.

12 11. "Defendant" means and refers to Natural Pack, Inc.

13 12. "Defendant's Counsel" or "Defense Counsel" mean and refer to Sue M. Bendavid and
14 Nicholas Kanter of Lewitt, Hackman, Shapiro, Marshall & Harlan.

15 13. "Effective Date" means the latter of (a) The Court's final approval of the settlement if
16 no objections by or on behalf of Class Members have been filed and not withdrawn; (b) the time for
17 appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c)
18 the final resolution of any appeal that has been filed. "Final" means that the Settlement has been
19 granted "Final Approval" by the Court and the "Effective Date" has occurred.

20 14. "Final Approval" refers to the order of the Court granting final approval of this
21 Settlement Agreement and entering a judgment approving this Settlement on substantially the same
22 terms provided herein or as may be modified by subsequent agreement of the Parties..

23 15. "Final Settlement Class" means, collectively, all Participating Class Members and all
24 Aggrieved Employees.

25 16. "Individual Settlement Amount" shall have the meaning ascribed to it in Paragraph
26 47(d) below.

27 17. "Net Settlement Amount" shall have the meaning ascribed to it in Paragraph 47(c)
28 below.

1 18. “Notice” means the notice of settlement of class action and PAGA Settlement that will
2 be sent to the Settlement Class Members.

3 19. “Notice Response Deadline” is forty-five (45) calendar days from the date the Notice
4 is mailed to the Settlement Class Members.

5 20. “Objecting Settlement Class Member” means a Settlement Class Member, other than
6 Plaintiffs, who submits a valid and timely objection to the terms of this Agreement with respect to
7 the Class Claims pursuant to Paragraph 71(c) below.

8 21. “PAGA” shall refer to the California Labor Code Private Attorneys General Act of
9 2004, California Labor Code sections 2698–2699.5.

10 22. “PAGA Claims” or “Released PAGA Claims” shall include any and all claims for
11 civil penalties pursuant to PAGA based on the allegations stated in the PAGA Notice and that were
12 or could have been alleged in the Complaint based on the facts alleged therein, including but not
13 limited to claims for failure to pay minimum wages, failure to pay overtime wages and/or failure to
14 pay such wages at the correct rate(s) of pay, meal and rest break violations, failure to provide accurate
15 itemized wage statements, and unfair and unlawful business practices, as well as all attorneys’ fees
16 and costs..

17 23. “PAGA Notice” shall refer to the notices sent by Plaintiffs, by and through counsel,
18 to the LWDA and to Defendant, alleging that Defendant engaged in violations of the California Labor
19 Code and California Wage Order(s).

20 24. “PAGA Period” and “PAGA Release Period” shall mean March 9, 2021, through June
21 30, 2022.

22 25. “Participating Class Member” means any and all Settlement Class Members who are
23 deemed to participate and receive an Individual Settlement Amount for the Class Claims and who do
24 not opt-out of the settlement of the Class Claims by submitting timely valid Requests for Exclusion.

25 26. “Parties” or “Settling Parties” mean Plaintiffs, the Settlement Class Members, the
26 Aggrieved Employees, and Defendant, collectively.

27 27. “Preliminary Approval Date” means the date the Court preliminarily approves the
28 Settlement Agreement, and the exhibits thereto, and enters the Preliminary Approval Order.

1 28. “Preliminary Approval Order” means the judicial Order to be entered by the Court,
2 upon the application or motion of the Plaintiffs, preliminarily approving this Settlement and providing
3 for the issuance of the Notice to the Settlement Class Members, an opportunity to opt out of settlement
4 of the Class Claims, an opportunity to submit timely objections to the terms of this Settlement related
5 to the Class Claims, and setting a hearing on the fairness of the terms of Settlement, including
6 approval of attorneys’ fees and costs.

7 29. “QSF” means the Qualified Settlement Fund set up by the Settlement Administrator
8 for the benefit of the Final Settlement Class, and from which the settlement and individual PAGA
9 payments shall be made, and which is intended to be a fund that qualifies under US Treasury
10 Regulation Section 468B-1.

11 30. “Release” shall mean the release and discharge of the Class Claims by Plaintiffs and
12 all of the Participating Class Members and the release and discharge of the PAGA Claims by Plaintiffs
13 and all of the Aggrieved Employees.

14 31. “Released Parties” shall refer to Defendant, together with its current and former
15 officers, directors, members, managers, shareholders, agents, insurers, charitable organizations,
16 parents, subsidiaries, affiliated persons and entities, operators, partners, attorneys, successors, and
17 assignees.

18 32. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 71(a)
19 below.

20 33. “Service Payment” or “Service Award” means the amount approved by the Court to
21 be paid to Class Representative in addition to her Individual Settlement Amount as a Participating
22 Class Member.

23 34. “Settlement Administration Costs” means the costs payable from the Settlement
24 Amount to the Settlement Administrator for administering this Settlement, including, but not limited
25 to, printing, distributing, and tracking documents for this Settlement, tax reporting, due diligence,
26 reporting and remittance obligations, distributing the Settlement Amount, and providing necessary
27 reports and declarations, as requested by the Parties. The Settlement Administration Costs shall be
28 paid from the Settlement Amount.

1 35. “Settlement Administrator” means and refers to ILYM Group, Inc., which the Parties
2 have mutually agreed will provide the Notice to the Class Members and distribute the settlement
3 amounts as described in this Agreement.

4 36. “Settlement Amount” or “Gross Settlement Amount” shall have the meaning ascribed
5 to it in Paragraph 47(a) below.

6 37. “Settlement Class Member” or “Class Member” refers to individual members of the
7 Settlement Class.

8 38. “Settlement Class” and “Settlement Class Members” refers to all persons who are or
9 were previously employed by Defendant in California classified as a non-exempt employee during
10 the Class Period.

11 39. “Workweeks Worked” for each Settlement Class Member and Aggrieved Employee
12 means any workweek during the Class Period and/or the PAGA Period, as applicable, in which the
13 Settlement Class Member and/or Aggrieved Employee was employed by Defendant as a non-exempt
14 employee in California and worked at least one shift during the workweek for or on behalf of
15 Defendant. Workweeks Worked shall not include weeks where a Settlement Class Member and/or
16 Aggrieved Employee only had sick time, vacation time, was on leave, or otherwise did not record
17 any actual work time in Defendant’s timekeeping system. Workweeks Worked will be calculated
18 based on Defendant’s business records.

19 **B. General Terms**

20 40. On or about June 24, 2022, Plaintiff Quiroz filed the initial complaint against
21 Defendant, including allegations of: (1) failure to pay all minimum wages, (2) failure to pay overtime
22 wages, (3) failure to provide rest periods and pay missed rest period premiums, (4) failure to provide
23 meal periods and pay missed meal period premiums, (5) failure to maintain accurate employment
24 records, (6) failure to pay wages timely during employment, (7) failure to pay all wages earned and
25 unpaid at separation, (8) failure to reimburse business expenses, (9) failure to furnish accurate
26 itemized wage statements, (10) unfair competition law, and (11) PAGA penalties based on the
27 foregoing Labor Code violations.

28 41. Plaintiffs Adame and Torres have filed a similar lawsuit entitled *Christian P. Adame*

1 *Prado, et al. v. Natural Pack, Inc.*, Santa Barbara County Superior Court Case No. 22CV00940 (the
2 “Adame Action”).

3 42. Plaintiffs agreed to file a First Amended Complaint in the Action, that will effectively
4 consolidate the Action with the Adame Action. Within 10 days of filing the First Amended
5 Complaint, Adame and Torres will dismiss the Adame Action.

6 43. Class Representatives believe they can proceed with their class and representative
7 claims, that the Action is meritorious, and that class certification is appropriate. Defendant denies
8 Plaintiffs’ claims and allegations and contends the Action is not suitable for class certification and/or
9 representative treatment.

10 44. The Parties have conducted a thorough investigation into the facts of the Action. This
11 includes conducting extensive exchange of informal discovery, including Defendant’s written
12 policies and practices and the production of payroll and timekeeping records for Settlement Class
13 Members and Aggrieved Employees. Class Counsel is both knowledgeable about and has done
14 extensive research with respect to the applicable law and potential defenses to the claims of the
15 Settlement Class Members and Aggrieved Employees. Class Counsel has diligently pursued an
16 investigation of the Class Members’ claims against Defendant. Based on the foregoing data and on
17 their own independent investigation and evaluation, Class Counsel is of the opinion that the
18 settlement with Defendant for the consideration and on the terms set forth in this Settlement
19 Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class
20 Members and Aggrieved Employees in light of all known facts and circumstances, including the risk
21 of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant
22 , and numerous potential appellate issues.

23 45. On September 21, 2022, Defendant and Quiroz participated in mediation before Todd
24 A. Smith, a highly experienced class action mediator. While the parties did not reach a settlement on
25 that date, through extensive and at times contentious arms-length negotiations, through Mr. Smith,
26 the parties reached a settlement a few months later.

27 46. The Parties agree that neither the Parties’ Settlement, this Agreement, nor the acts to
28 be performed or judgments to be entered pursuant to the terms of the Settlement and Agreement, shall

1 be construed as an admission by Defendant of any wrongdoing or violation of any statute or law or
2 liability on the claims or allegations in the Action.

3 47. Stipulation for Class Certification and Representative Treatment. For settlement
4 purposes only, Defendant will stipulate that the Settlement Class Members described herein who do
5 not Request Exclusion from the Settlement Class may be conditionally certified as a settlement class
6 and that the Aggrieved Employees are appropriate for representative treatment for purposes of
7 settlement. This stipulation to certification and representative treatment is in no way an admission
8 that class action certification and/or representative treatment is proper and shall not be admissible in
9 this or in any other action except for the sole purposes of enforcing this Agreement. Should, for
10 whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to class certification
11 and representative treatment and Memorandum of Understanding that was executed as part of the
12 Settlement shall become null and void *ab initio* and shall have no bearing on and shall not be
13 admissible in connection with the issue of whether or not class certification and/or representative
14 treatment would be appropriate in a non-settlement context. Defendant expressly reserves its rights
15 and declares that it will continue to oppose class certification, representative treatment, and the
16 substantive merits of the case should the Court fail to issue Final Approval. Plaintiffs expressly
17 reserves her rights and declares that she will continue to pursue class certification and representative
18 treatment and a trial should the Court fail to issue Final Approval.

19 C. Terms of Settlement

20 48. The financial terms of the Settlement are as follows:

21 (a) Gross Settlement Amount: The Parties agree to settle this Action for Two Hundred
22 Ninety-Two Thousand, Five Hundred Forty-Six Dollars and Twenty-Four Cents (\$292,546.24) (the
23 "Gross Settlement Amount"). The Gross Settlement Amount is the maximum amount that will be
24 paid by Defendant and includes Individual Settlement Amounts (including PAGA payments to the
25 Aggrieved Employees), attorneys' fees of Class Counsel, costs and expenses, the Service Payment to
26 Class Representatives, all Settlement Administration Costs, and payment to the Labor Workforce
27 Development Agency (LWDA) for PAGA penalties. Defendant shall separately pay the employers'
28 share of applicable payroll taxes.

(b) The Settlement is based on Defendant's representation that there are approximately 18,992 workweeks. In the event that the actual number of workweeks worked by all Class Members during the Class Period increases by 5% or more, then Defendant shall increase the Gross Settlement Amount on a proportional basis (i.e., if there was a 7% increase in the number of workweeks, Defendant will increase the maximum settlement amount by 2%).

(c) Net Settlement Amount: The "Net Settlement Amount" is defined as the Gross Settlement Amount less attorneys' fees and litigation costs as approved and awarded by the Court, the Service Payment to Class Representatives as approved and awarded by the Court, the Settlement Administration Costs, as approved and awarded by the Court, and the Ten Thousand Dollars (\$10,000.00) allocated to payment for PAGA penalties as described in paragraph 47(d) below. In the event that the Court reduces the attorneys' fees and litigation costs or Service Awards, Settlement Administration Costs, or either increases or decreases the amount allocated to PAGA penalties, the Net Settlement Sum shall be increased or decreased accordingly.

(d) Individual Settlement Amounts for the Settlement Class: The Settlement Administrator will use the Class Data provided by Defendant to calculate each Participating Class Member's and Aggrieved Employee's Individual Settlement Amounts based on the following formula:

i. PAGA Amount: \$10,000 of the Gross Settlement Amount has been designated to the PAGA claims. Twenty-five percent (25%) or \$2,500, shall be paid out to Aggrieved Employees, while seventy-five percent (75%), or \$7,500, will be paid to the LWDA. Each Aggrieved Employee shall receive a portion of the \$2,500 proportionate to the number of Workweeks Worked by the Aggrieved Employees during the PAGA Period compared to the total number of Workweeks Worked by all Aggrieved Employees during the PAGA Period. Aggrieved Employees shall have their settlement amount for the Released PAGA claims paid one hundred percent (100%) as civil penalties for which no taxes will be withheld and for which a Form 1099 will be issued by the Settlement Administrator.

ii. Class Amount: The Net Settlement Amount shall be allocated to each Participating Class Member based on his/her/their proportionate Workweeks Worked during the

1 Class Period. This is determined by multiplying the Net Settlement Amount by a fraction, the
2 numerator of which is the Participating Class Member's total Workweeks Worked during the Class
3 Period, and the denominator of which is the total Workweeks Worked by all Participating Class
4 Members during the Class Period. If there are any timely submitted Requests for Exclusion, the
5 Settlement Administrator shall proportionately increase the Individual Settlement Amounts for each
6 Participating Class Member so that the amount actually distributed to Participating Class Members
7 equals 100% of the Net Settlement Amount allocated toward Released Class Claims.

8 (e) Allocation of Individual Settlement Amounts: The Individual Settlement Amounts
9 will be allocated for tax purposes based on the allegations in the Action as follows: twenty percent
10 (20%) will be paid as wages subject to withholding of all applicable local, state, and federal taxes;
11 and eighty percent (80%) will be paid as interest and as civil penalties (pursuant to, *e.g.*, California
12 Labor Code sections 203, 226) from which no taxes will be withheld. The Settlement Administrator
13 will issue to each Participating Class Member an Internal Revenue Service Form W-2 and comparable
14 state forms with respect to the wage allocation and a Form 1099 with respect to the civil penalties
15 and interest allocations.

16 (f) Service Payment to Class Representatives: The amount awarded to each Class
17 Representatives as a Service Payment will be set by the Court in its discretion, not to exceed \$10,000
18 requested to each Class Representative. Defendant agrees not to oppose this request. The Service
19 Payment to Class Representatives will be paid out of the Gross Settlement Amount. Class
20 Representatives will be issued IRS Form 1099 in connection with this payment. Plaintiffs shall be
21 solely and legally responsible to pay any and all applicable taxes on this payment. The Parties agree
22 that any amount awarded by the Court as the Service Payment to Plaintiffs less than the requested
23 amount shall not be a basis for Plaintiffs or Class Counsel to void this Stipulation. Should the Court
24 approve a lesser amount for the Service Payment, the difference shall be added to the Net Settlement
25 Amount to be distributed to the Participating Class Members. In the event of any appeal of the amount
26 of the service awards (if any) approved by the Court, if, after the exhaustion of any such appellate
27 review, additional amounts not awarded to Class Representative shall be added to the Net Settlement
28 Amount to be distributed to the Participating Class Members.

1 (g) Attorneys' Fees and Costs: Defendant agrees not to oppose a request by Class Counsel
2 to the Court for an award of attorneys' fees of one-third (33.33%) of the Settlement Amount
3 (approximately \$97,515.41), plus reasonable litigation costs not to exceed \$20,000 ("Attorneys' Fees
4 and Cost Award"). For purposes of this Settlement, Defendant agrees not to oppose any contention
5 by Class Counsel that attorneys' fees should be based on the common fund theory. The Attorneys'
6 Fee and Cost Award shall be paid from the Gross Settlement Amount, and except for this award,
7 Defendant shall have no further obligation to pay any attorneys' fees, costs, or expenses to Class
8 Counsel. Should the Court approve a lesser amount than what is sought by Class Counsel, the
9 difference shall be added to the Net Settlement Amount to be distributed to the Participating Class
10 Members. Any Court order awarding less than the amount sought by Class Counsel shall not be
11 grounds to rescind the Settlement Agreement or otherwise void the Settlement. In the event of any
12 appeal of the amount of the awards of attorneys' fees and costs (if any) approved by the Court, final
13 funding and administration of the portion of the attorneys' fees and/or costs award in dispute will be
14 segregated and stayed pending the exhaustion of appellate review. If, after the exhaustion of any such
15 appellate review, additional amounts not awarded to as attorneys' fees and costs shall be added to the
16 Net Settlement Amount to be distributed to the Participating Class Members and/or Aggrieved
17 Employees. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099 reflecting
18 the amount of attorneys' fees and costs awarded by the Court. Class Counsel agrees that any
19 allocation of fees and costs between or among Class Counsel and any other attorney representing or
20 claiming to represent the Class Members shall be the sole responsibility of Class Counsel.

21 (h) Settlement Administration Costs: The fees and other charges of the Settlement
22 Administrator will be paid from the Gross Settlement Amount, not to exceed \$7,500 subject to Court
23 approval, unless approved by all Parties and the Court.

24 (j) Tax Liability: Class Counsel, Defendant, and Defendant's Counsel make no
25 representations as to the tax treatment or legal effect of Settlement Amounts called for hereunder, and
26 Plaintiffs and the Settlement Class Members are not relying on any statement or representation by
27 Class Counsel, Defendant, or Defendant's Counsel in this regard. Plaintiffs and Final Settlement
28 Class Members understand and agree that they will be solely responsible for the payment of any taxes

1 and penalties assessed on their respective Settlement Amounts described herein. Income tax
2 withholding will also be made pursuant to applicable federal, state, and/or local withholding codes or
3 regulations. Forms W-2 and/or Forms 1099 will be distributed by the Settlement Administrator at
4 times and in the manner required by the Internal Revenue Code of 1986 (the “Code”) and consistent
5 with this Agreement.

6 49. No Credit Towards Benefit Plans. The Individual Settlement Payments and Individual
7 PAGA Payments made to Participating Class Members and/or Aggrieved Employees under this
8 Settlement, as well as any other payment or other consideration made pursuant to this Settlement,
9 will not be utilized to calculate any additional benefits under any benefit plans to which any Class
10 Members and/or Aggrieved Employees may be eligible, including but not limited to: profit-sharing
11 plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans,
12 and any other benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement will not
13 affect the rights, contributions, or amounts to which any Class Member and/or Aggrieved Employees
14 may be entitled under benefit plans.

15 50. “Non-Reversionary” Settlement. This is a “non-reversionary” settlement. Under no
16 circumstances will any portion of the Settlement Amount revert to Defendant. Final Settlement Class
17 Members will not have to make a claim to receive an Individual Settlement Amount. Distributions,
18 in the form of Individual Settlement Amounts, will be made directly to each Final Settlement Class
19 Member. The Settlement Administrator shall be responsible for accurately and timely reporting any
20 remittance obligations with respect to unclaimed funds as a result of a Final Settlement Class Member
21 not cashing an Individual Settlement Amount by the check cashing deadline, as set forth herein.

22 51. Class Counsel and Plaintiffs believe that the Settlement is fair and reasonable, and
23 adequate, and will so represent same to the Court.

24 **D. Release by Plaintiffs and the Final Settlement Class**

25 52. Upon the Effective Date of this Settlement, Plaintiffs and each Participating Class
26 Member, for themselves and for their respective spouses, domestic partners, marital community,
27 children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors,
28 administrators, trustees, conservators, guardians, assigns, and representatives (whether current or

former), shall be deemed to have forever completely released and discharged the Released Parties from the Released Class Claims for the Class Release Period.

53. Each Participating Class Member will be deemed to have made the foregoing Release as if by manually signing it.

54. Upon the Effective Date of this Settlement, Plaintiffs, the LWDA, and each Aggrieved Employee, for themselves and for their respective spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives (whether current or former) shall be deemed to have forever completely released and discharged the Released Parties from the Released PAGA Claims for the PAGA Release Period.

55. Each Aggrieved Employee and the LWDA will be deemed to have made the foregoing Release as if by manually signing it.

56. Plaintiffs and Defendant intend that the Settlement described in this Agreement will release and preclude any further claim, whether by lawsuit (including any and all pending lawsuits), administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the Participating Class Members to obtain a recovery based on, arising out of, and/or related to any and all of the Released Class Claims. The Settlement Class Members shall be so notified in the Notice. This paragraph does not apply to any Settlement Class Member who timely and validly opts out of the Settlement for purposes of Class Claims.

57. Plaintiffs and Defendant intend that the Settlement described in this Agreement will release and preclude any further claim, whether by lawsuit (including any and all pending lawsuits), administrative claim or action, arbitration, demand, or other action of any kind, by the LWDA (or by any other individual or entity on behalf of the LWDA) to obtain a recovery based on, arising out of, and/or related to any and all of the Released PAGA Claims.

58. Class Representative, on behalf of herself and the Participating Settlement Class Members, acknowledges and agrees that the claims for (1) failure to pay all minimum wages; (2) failure to pay overtime wages; (3) failure to provide rest periods and pay missed rest period premiums; (4) failure to provide meal periods and pay missed meal period premiums; (5) failure to maintain

1 accurate employment records; (6) failure to pay wages timely during employment, (7) failure to pay
2 all wages earned and unpaid at separation; (8) failure to reimburse business expenses; (9) failure to
3 furnish accurate itemized wage statements; (10) unfair competition law and (11) PAGA penalties are
4 disputed in good faith and that the payments set forth herein constitute payment of all sums allegedly
5 due to her. Class Representative, on behalf of herself and the Participating Settlement Class Members,
6 acknowledges and agrees that California Labor Code Section 206.5 is not applicable to the Parties
7 hereto. Section 206.5 provides in pertinent part as follows:

8 An employer shall not require the execution of any release of any claim or right on
9 account of wages due, or to become due, or made as an advance on wages to be
10 earned, unless payment of those wages has been made.

11 **E. Release by Class Representatives**

12 59. With the limited exception of the Seven Causes of Action alleged in the First Amended
13 Complaint of the lawsuit Josefina Quiroz has filed against Defendant on December 7, 2022, in
14 Ventura County, Case No. 56-2022-00573022-CU-WT-VTA, which Plaintiff Quiroz will be
15 permitted to pursue, as a material inducement to Defendant to enter into this Settlement Agreement,
16 in addition to Class Representatives' release of the Released Class Claims and Released PAGA
17 Claims, as discussed in Paragraphs 52 through 58 above, Class Representatives do hereby, for
18 themselves and for their spouses, domestic partners, marital community, children, estates, trusts,
19 attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees,
20 conservators, guardians, assigns, and representatives (whether current or former), forever completely
21 release and discharge the Released Parties from any and all charges, complaints, claims, liabilities,
22 obligations, promises, agreements, contracts, controversies, damages, actions, causes of action, suits,
23 rights, demands, costs, losses, debts, and expenses (including for back wages, statutory penalties,
24 civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any
25 nature whatsoever, from the beginning of time through the execution of this Stipulation, whether
26 known or unknown, suspected or unsuspected, concealed or hidden, including but not limited to all
27 claims arising out of, based upon, or relating to Class Representatives' employment with Defendant
28 or the remuneration for, or termination of such employment (collectively, the "Class Representatives'

1 Claims”).

2 60. Without limiting the generality of the foregoing, and subject to the limited exception
3 above concerning the Seven Causes of Action alleged in the First Amended Complaint of the lawsuit
4 filed in Ventura County Case No. 56-2022-00573022-CU-WT-VTA, which Plaintiff Quiroz will be
5 permitted to pursue, Class Representatives also expressly releases all claims or rights against
6 Released Parties arising out of or relating to alleged violations of any contracts, express or implied
7 (including but not limited to any contract of employment); any contract or covenant of good faith and
8 fair dealing (express or implied); any tort, including but not limited to, negligence, fraud,
9 misrepresentation and violation of California Labor Code section 970, negligent infliction of
10 emotional distress, intentional infliction of emotional distress, defamation, “retaliation” claims and
11 claims for violation of public policy, any claim for improper or unauthorized wage deductions, failure
12 to pay the applicable wage, unpaid wages, unpaid vacation benefits, penalties, liquidated damages,
13 other damages, overtime, and alleged “off the clock” work under federal and state law, including, but
14 not limited to, California Labor Code Sections 204 and 558, waiting time penalties pursuant to
15 California Labor Section 203, damages, or penalties pursuant to California Labor Code Section 226,
16 meal period and rest break payments and penalties pursuant to California Labor Code Sections 226.7
17 and 512, failure to provide itemized wage statements pursuant to California Labor Code Section 226,
18 statutory or civil penalties pursuant to California Labor Code Sections 210, failure to indemnify for
19 business expenses pursuant to Labor Code section 2802, failure to provide one day of rest in seven
20 pursuant to California Labor Code Sections 551 and 552, unfair competition and unfair business
21 practices pursuant to Business and Professions Code Section 17200 *et seq.*, interest and costs pursuant
22 to California Civil Code Section 3287 and California Labor Code Section 218.6, statutory or common
23 law rights to attorneys’ fees and costs, including those pursuant to California Labor Code Section
24 1194 *et seq.*; claims under the Private Attorneys General Act of 2004, Labor Code section 2699 *et*
25 *seq.*, and the alleged violation or breach of any other state or federal statute, rule, and or regulation;
26 including all applicable Industrial Welfare Commission Wage Orders, and all similar causes of action,
27 including but not limited to, any claim for restitution, equitable relief, interest, penalties, costs, or
28 attorneys’ fees in connection with any of the foregoing, negligent infliction of emotional distress,

1 intentional infliction of emotional distress, and defamation; any “wrongful discharge,” “constructive
2 discharge,” and “retaliation” claims; any claims relating to any breach of public policy; any legal
3 restrictions on Defendant’s right to discharge employees; and any federal, state, or other
4 governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the
5 Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination or harassment,
6 including retaliation for reporting discrimination or harassment); (2) 42 U.S.C. § 1981
7 (discrimination); (3) Equal Pay Act, 29 U.S.C. § 209(d)(1) and California Labor Code § 1197.5 (equal
8 pay); (4) Americans with Disabilities Act, 42 U.S.C. § 12100 et seq. (disability discrimination); (5)
9 Family and Medical Leave Act, 29 U.S.C. § 2601 et seq. (family/medical leave); (6) California Fair
10 Employment and Housing Act, Cal. Government Code § 12900 *et seq.* (discrimination or harassment
11 in employment and/or housing, including but not limited to discrimination or harassment based on
12 race, religious creed, color, national origin, ancestry, disability, marital status, sex (including
13 pregnancy), or age, including retaliation for reporting discrimination or harassment); (7) California
14 Family Rights Act, Cal. Government Code § 12945.1 et seq. (family/medical leave); (8) California
15 Labor Code, including Section 1720 et seq., or any Industrial Welfare Commission Wage Order; (9)
16 Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment);
17 (10) Executive Order 11141 (age discrimination); (11) Sections 503 and 504 of the Rehabilitation
18 Act of 1973 (handicap discrimination); (12) the Fair Labor Standards Act; (13) Employee Retirement
19 Income Security Act, 29 U.S.C. § 1000 *et seq.* (employee benefits); (14) the California Civil Code;
20 (15) the California Labor Code; (16) the California Constitution; (17) the National Labor Relations
21 Act; (18) the Age Discrimination in Employment Act; and (18) any other federal, state, or local
22 statute or legislation.

23 61. Release of ADEA Claims. Josefina Quiroz and Maria Torres each understand, agree
24 and acknowledge that, by entering into this Agreement, they (i) are waiving any rights or claims they
25 might have under the Age Discrimination in Employment Act, as amended by the Older Workers
26 Benefit Protection Act; (ii) have received consideration beyond that to which they were previously
27 entitled; (iii) are hereby being advised and acknowledge having been advised to consult with an
28 attorney before signing this Agreement; (iv) are not waiving any rights or claims under the ADEA

1 that may arise after the date this Agreement is executed; and (v) though they may sign this Agreement
2 earlier if they choose, have each been afforded the opportunity to evaluate the terms of this Agreement
3 for not less than twenty-one (21) days prior to the execution of this Agreement. Josefina Quiroz and
4 and Maria Torres may each revoke this ADEA Release Section (by written notice to Defense
5 Counsel) for a period of seven (7) calendar days after they execute this Agreement, and it shall
6 become enforceable only on the expiration of this revocation period without prior revocation by
7 Josefina Quiroz and Maria Torres ("Revocation Period"). If Josefina Quiroz timely revokes this
8 ADEA Release Section, she will not be entitled to her share of the Service Payment, but shall
9 otherwise be bound by all the remaining terms of this Agreement. If Maria Torres timely revokes this
10 ADEA Release Section, she will not be entitled to her share of the Service Payment, but shall
11 otherwise be bound by all the remaining terms of this Agreement.

12 62. Class Representatives expressly waive and relinquish all rights and benefits afforded
13 by Section 1542 of the Civil Code of the State of California and do so understanding and
14 acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of the
15 State of California states:

16 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
17 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
18 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
19 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
20 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
21 DEBTOR OR RELEASED PARTY.

22 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full
23 and complete release and discharge of all parties, Class Representatives, and Class Counsel expressly
24 acknowledge that this Settlement Agreement is intended to include in its effect, without limitation,
25 all claims that Class Representatives knew of, as well as all claims that they did not know or suspect
26 to exist in their favor against the Released Parties, or any of them, for the time period from the
27 beginning of time to the execution of this Settlement Agreement, and that this Settlement Agreement
28 contemplates the extinguishment of any such Class Representatives' claims.

1 **F. Interim Stay of Proceedings**

2 63. Pending completion of all of the prerequisites necessary to effectuate this Settlement,
3 the Parties agree, subject to Court approval, to a stay of all proceedings in the Action except such as
4 are necessary to effectuate the Settlement including amending the Complaint. Further, Josefina
5 Quiroz agrees to stay the Ventura Action, pending final approval of this Settlement.

6 **G. Notice Process**

7 64. Appointment of Settlement Administrator. The Parties have agreed to the appointment
8 of the Settlement Administrator to perform the duties of a settlement administrator, including mailing
9 the Notice, using standard devices to obtain forwarding addresses, independently reviewing and
10 verifying documentation associated with any claims or opt-out requests, resolving any disputes
11 regarding the calculation or application of the formula for determining the Individual Settlement
12 Amounts, calculating employer-side taxes, drafting and mailing the settlement checks to Final
13 Settlement Class Members, issuing Forms W-2 and 1099, reporting to taxing authorities, due
14 diligence, reporting and remittance obligations, and performing such other tasks as set forth herein or
15 as the Parties mutually agree or that the Court orders.

16 65. Disputes Regarding Settlement Administration. Any and all disputes relating to
17 administration of the Settlement by the Settlement Administrator (except for disputes regarding Class
18 Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction over the
19 terms and conditions of this Settlement Agreement, until Plaintiffs and Defendant notify the Court
20 that all payments and obligations contemplated by this Settlement Agreement have been fully carried
21 out. Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to
22 resolve the dispute without the necessity of Court intervention. The Settlement Administrator shall
23 also be responsible for issuing to Plaintiffs, Final Settlement Class Members, and Class Counsel any
24 Forms W-2, Forms 1099, or other Tax Forms as may be required by law for all amounts paid pursuant
25 to this Agreement. The Settlement Administrator shall also be responsible for setting up all necessary
26 tax accounts and forwarding all payroll taxes and penalties to the appropriate government authorities.

27 66. Class Data. Within fifteen (15) days after entry of the Preliminary Approval Order,
28 Defendant shall provide the Class Data to the Settlement Administrator. The Settlement

1 Administrator will run a check of the Class Members' addresses against those on file with the U.S.
2 Postal Service's National Change of Address List. The Class Data provided to the Settlement
3 Administrator will not be provided to Class Counsel and it will remain confidential, it shall be used
4 solely to administer the Settlement, and it will not be used or disclosed to anyone, except as required
5 by applicable tax authorities, pursuant to Defendant's express written consent, or by order of the
6 Court.

7 67. Notice. The Notice, as approved by the Court, shall be sent by the Settlement
8 Administrator to the Settlement Class Members, by first class mail, in English and Spanish, within
9 seven (7) calendar days following the Settlement Administrator's receipt of the Class Data. The
10 Settlement Administrator shall use standard devices, including a skip trace, to obtain forwarding
11 addresses of Settlement Class Members if any envelopes are returned.

12 68. Returned Notices. The Settlement Administrator will take steps to ensure that the
13 Notice is received by all Settlement Class Members, including utilization of the National Change of
14 Address Database maintained by the United States Postal Service to review the accuracy of and, if
15 possible, update a mailing address. If no forwarding address is provided, the Settlement
16 Administrator will promptly attempt to determine the correct address using a skip-trace, or other
17 search using the name, address, and/or Social Security number of the Class Member involved and
18 will then perform a single re-mailing. In the event the procedures in this Paragraph are followed and
19 the intended recipient of a Notice Packet still does not receive the Notice Packet, the Class Member
20 shall be bound by all terms of the Settlement and any Judgment entered by the Court if the Settlement
21 is approved by the Court. Notices will be re-mailed to any Settlement Class Member for whom an
22 updated address is located within ten (10) calendar days following both the Settlement Administrator
23 learning of the failed mailing and its receipt of the updated address. The Notice shall be identical to
24 the original Notice, except that it shall notify the Settlement Class Member that the exclusion (opt-
25 out) request or objection must be returned by the later of the Notice Response Deadline or fifteen
26 (15) days after the remailing of the Notice.

27 69. Presumption Regarding Receipt of Notice. It will be conclusively presumed that if an
28 envelope has not been returned within thirty (30) days of the mailing that the Settlement Class

1 Member received the Notice.

2 70. Disputes Regarding Class Data. Settlement Class Members are deemed to participate
3 in the Settlement unless they opt-out. The Notice will inform Settlement Class Members of
4 his/her/their estimated Individual Settlement Amount and the number of Workweeks Worked during
5 the Class Period and during the PAGA Period. Settlement Class Members may dispute their
6 Workweeks Worked if they feel they were employed more workweeks in the Class Period in
7 California than Defendant's records show by timely submitting evidence to the Settlement
8 Administrator. Defendant's records will be presumed determinative absent reliable evidence to rebut
9 Defendant's records, but the Settlement Administrator will evaluate the evidence submitted by the
10 Settlement Class Member and provide the evidence submitted to Class Counsel and Defense Counsel
11 who agree to meet and confer in good faith about the evidence to determine the Class Member's
12 actual number of Workweeks Worked and estimated Individual Settlement Amount. If Class Counsel
13 and Defense Counsel are unable to agree, they agree to submit the dispute to the Settlement
14 Administrator to render a final decision. All disputes will be decided within ten (10) business days
15 of the Notice Response Deadline. Settlement Class Members will have until the Notice Response
16 Deadline to dispute Workweeks Worked, object, or opt out, unless extended by the Court. In the event
17 that the Settlement Administrator increases the number of Workweeks Worked for any Settlement
18 Class Member, then the Settlement Administrator will recalculate the Participating Class Members'
19 Individual Settlement Amounts; accordingly, in no event will Defendant be required to increase the
20 Gross Settlement Amount.

21 71. Declaration of Due Diligence. The Settlement Administrator shall provide counsel for
22 the Parties, at least twenty-five (25) days prior to the final approval hearing, a declaration of due
23 diligence and proof of mailing with regard to the mailing of the Notice.

24 72. Settlement Class Members' Rights. The Notice shall fully advise each Settlement
25 Class Member of the Settlement, the ability to object to the provisions in the Settlement related to the
26 Class Claims, and the ability to opt out or request exclusion from the Class Claims provisions of the
27 Settlement. The Notice will inform the Settlement Class Members of the Court-established deadlines
28 for filing objections or requesting exclusion from the Class Claims provisions of the Settlement in

1 accordance with the following guidelines:

2 (a) Requests for Exclusion from Participating Settlement Class. Any Settlement
3 Class Member, other than Plaintiffs, may request to be excluded from the Participating Settlement
4 Class by submitting a "Request for Exclusion" to the Settlement Administrator, postmarked on or
5 before the Notice Response Deadline. The Request for Exclusion should state in words substantially
6 to this effect:

7 I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE
8 QUIROZ V. NATURAL PACK LAWSUIT. I UNDERSTAND THAT IF I ASK
9 TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT
10 RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS
11 CLAIMS IN THIS LAWSUIT.

12 Any Request for Exclusion must include the full name, address, telephone number, last four
13 digits of the social security number or date of birth, and signature of the Settlement Class Member
14 requesting exclusion. The Request for Exclusion must be returned by mail to the Settlement
15 Administrator at the specified address. Any such Request must be made in accordance with the terms
16 set forth in the Notice. A Request for Exclusion will be timely only if postmarked by the Notice
17 Response Deadline, unless the Parties otherwise agree in writing. Any Settlement Class Member who
18 timely requests exclusion in compliance with these requirements: (i) will not have any rights under
19 this Agreement with respect to the Class Claims, including the right to object, appeal, or comment on
20 the Settlement; (ii) will not be entitled to receive any payments under this Agreement with respect to
21 Class Claims; and (iii) will not be bound by this Agreement, or the Judgment, with respect to the
22 Class Claims, however, all such Class Members shall still be bound by the PAGA Claims release.

23 (b) Binding Effect on Final Settlement Class Members. Except for those
24 Settlement Class Members who timely exclude themselves in compliance with the procedures set
25 forth above, all Settlement Class Members will: (i) be deemed to be Final Settlement Class Members
26 for all purposes under this Agreement; (ii) will be bound by the terms and conditions of this
27 Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise provided
28 herein, will be deemed to have waived all objections and oppositions to the fairness, reasonableness,

1 and adequacy of the Settlement.

2 (c) Objections to Settlement of Class Claims. Any Settlement Class Member,
3 other than Plaintiffs, may object to the terms of this Agreement with respect to the Class Claims and
4 may appear at the Final Approval Hearing and object whether or not they have filed a written
5 objection as outlined herein. To object, a Settlement Class Member shall inform the Settlement
6 Administrator, in writing, of his/her/their objection, which must be postmarked by the Notice
7 Response Deadline at the address set forth in the Notice. Such objection shall include the full name,
8 address, telephone number, dates of employment with Defendant of the Objecting Settlement Class
9 Member, the case name and number, the basis for the objection, including any legal support and each
10 specific reason in support of the objection, as well as any documentation or evidence in support
11 thereof, and, if the Objecting Settlement Class Member is represented by counsel, the name and
12 address of his/her/their counsel. If any Objecting Settlement Class Member wishes to speak at the
13 Final Approval Hearing with respect to the Class Claims, that Objecting Settlement Class Member's
14 written submission should include a request to be heard, and the Court will determine whether
15 Objecting Settlement Class Members will be permitted to speak. The Settlement Administrator shall
16 provide objections, if any, to Class Counsel and Defense Counsel within three (3) days of receipt,
17 and the Settlement Administrator shall attach the same to its declaration of due diligence it files with
18 the Court prior to the Final Approval Hearing. Any Participating Class Member who files an objection
19 remains eligible to receive monetary compensation from the Settlement. Plaintiffs and Defendant
20 shall not be responsible for any fees, costs, or expenses incurred by any Class Member and/or
21 his/her/their counsel related to any objections to the Settlement. Submitting an objection does not
22 preserve the right to appeal a final judgment. Rather, the right to appeal is preserved only by becoming
23 a party of record by timely and properly intervening or filing a motion to vacate the judgment under
24 Code of Civil Procedure section 663. Settlement Class Members and Aggrieved Employees may not
25 object to or opt out of the Settlement with respect to the PAGA Claims. At no time will any of the
26 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written
27 objections to the Settlement or appeal from the Judgment. To the extent a timely Notice of Objection
28 is withdrawn before final approval, such an objection shall be treated as though no objection has been

1 made.

2 (d) Failure to Object. Any Settlement Class Member who desires to object with
3 respect to the Class Claims but fails to timely submit a written objection waives any right to object
4 and will be foreclosed from making any objection to this Settlement. Any Settlement Class Member
5 who does not timely and properly become a party of record by intervening or filing a motion to vacate
6 the judgment waives any and all rights to appeal from the Judgment, including all rights to any post-
7 judgment proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new
8 trial, a motion under California Code of Civil Procedure section 473, and extraordinary writs.

9 (e) Responses to Objections. Counsel for the Parties may file a response to any
10 objections submitted by Objecting Settlement Class Members at least five (5) court days before the
11 date of the Final Approval Hearing.

12 73. Settlement Class Members will have until the Notice Response Deadline to object or
13 submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The Settlement
14 Administrator shall disclose jointly to Class Counsel and Defendant's counsel what objections or
15 Requests for Exclusion were timely submitted on a weekly basis, and upon the request of Class
16 Counsel or Defense Counsel.

17 74. Funding of the Settlement Amount. Defendant shall make a one-time deposit into the
18 QSF of the Settlement Amount, as described in Paragraph 47(a) that is necessary to make all
19 payments required under this Settlement, within fifteen (15) days after the Effective Date, plus
20 Defendant shall separately pay its share of employer payroll taxes as calculated and directed by the
21 Settlement Administrator.

22 75. Distribution of Funds. No later than seven (7) calendar days after deposit of the
23 payment into the QSF, the Settlement Administrator will mail the payments to the Participating Class
24 Members, the payment for the attorneys' fees and costs to Class Counsel, any Service Payment to the
25 Class Representatives, the payment to the LWDA for PAGA penalties, and will pay itself the
26 Settlement Administration Costs. Notwithstanding the foregoing, the Settlement Administrator will
27 not release the amount designated for the Service Payment to the Class Representatives if Plaintiffs
28 provides notice of revocation within the Revocation Period set forth in Paragraph 61 above. In the

1 event Plaintiffs provide timely notice of revocation, the amount designated for the Service Payment
2 to the Class Representative shall be allocated to the payments to the Participating Class Members.

3 76. Deadline for Cashing Settlement Checks. Final Settlement Class Members shall have
4 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks. If
5 any Final Settlement Class Member's check is not cashed within that period, the check will be void
6 and a stop-payment will be issued. All unclaimed funds shall be sent to the California Unclaimed
7 Property Fund in the name of the class member. The Release will be binding upon all Final Settlement
8 Class Members including those who do not cash their checks within the 180-day period. In the event
9 that any settlement check is returned to the Settlement Administrator within 180 days of mailing, the
10 Settlement Administrator will, within five (5) business days of receipt of the returned settlement
11 check, perform a skip trace to locate the individual. If a new address is located by these means, the
12 Administrator will have ten (10) business days to re-issue the check and will notify Defense Counsel
13 and Class Counsel that a re-issued check has been sent. Neither Defendant, Defense Counsel, Class
14 Counsel, Plaintiffs, nor the Settlement Administrator will have any liability for lost or stolen
15 settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement
16 checks. Without limiting the foregoing, in the event a Final Settlement Class Member notifies the
17 Settlement Administrator that he/she/they believe that a settlement check has been lost or stolen, the
18 Settlement Administrator shall immediately stop payment on such check. If the check in question has
19 not been negotiated prior to the stop payment order, the Settlement Administrator will issue a
20 replacement check.

21 77. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiffs,
22 Class Counsel, or the Settlement Administrator based on mailings, distributions, payments, or reports
23 made in accordance with or pursuant to this Agreement. This provision does not, however, prevent a
24 Party from seeking enforcement of this Agreement.

25 78. Without prejudice to any other remedies, the Settlement Administrator shall agree to
26 be responsible for any breach of its obligations (whether committed by the Settlement Administrator
27 or its agents) and to indemnify and hold the Parties and their counsel harmless from and against all
28 liabilities, claims, causes of action, costs and expenses (including legal fees and expenses) arising out

1 of any breach committed by the Settlement Administrator or its agents.

2 **H. Duties of the Parties Prior to the Court's Approval**

3 79. Within 30 days of execution of this Agreement, Plaintiffs will move the Court for
4 Preliminary Approval of this Settlement and entry of the Preliminary Approval Order accomplishing
5 the following:

6 (a) Scheduling the Final Approval Hearing on the issue of whether this Settlement
7 should be finally approved as fair, reasonable, and adequate as to the Class Members and a hearing
8 on fees, costs, and the Service Payment;

9 (b) Approving as to form and content the proposed Notice;

10 (c) Directing the mailing of the Notice by first class mail to the Settlement Class
11 Members;

12 (d) Preliminarily approving this Settlement; and

13 (e) Preliminarily certifying the class for purposes of this Settlement.

14 80. In conjunction with the Preliminary Approval Hearing, Plaintiffs will submit this
15 Settlement Agreement, and will include the proposed Notice Packet, which will include the Notice
16 of Class Action Settlement document and proposed Mailing Envelope.

17 81. In accordance with section 2699(1)(2) of the California Labor Code, Plaintiffs shall
18 provide a copy of this Settlement Agreement to the LWDA on the same day that Plaintiffs files her
19 motion for Preliminary Approval of this Settlement with the Court.

20 82. Reallocation of Settlement Proceeds. In the event the Court fails, on its first hearing,
21 to approve this Agreement because the amount of the PAGA penalties is not adequate, then the Parties
22 shall cooperate in good faith to reallocate the total settlement proceeds, within this Agreement, to try
23 to achieve Final Approval of the Agreement upon any subsequent Court hearings (with no further
24 payment by Defendant being required).

25 **I. Duties of the Parties Following Court's Final Approval**

26 83. In connection with the Final Approval Hearing provided for in this Settlement
27 Agreement, Class Counsel shall submit a proposed Final Approval Order:

28 (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and

adequate, and directing consummation of its terms and provisions;

(b) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, the Service Payment to the Class Representatives, and the payment to the Settlement Administrator for costs of administering the settlement; and

(c) Entering judgment approving settlement, thereby permanently barring all Participating Class Members from prosecuting any Released Class Claims against any of the Released Parties and permanently barring all Aggrieved Employees and the LWDA from prosecuting any Released PAGA Claims against any of the Released Parties.

J. Voiding the Agreement

84. If the Court fails or refuses to issue the Final Approval Order or fails to approve any material condition of this Settlement Agreement which effects a fundamental change of the Settlement, the entire Settlement Agreement shall be rendered voidable and unenforceable as to all Parties herein at the option of either Party.

85. If the Settlement is voided or fails for any reason, Plaintiffs and Defendant will have no further obligations under the Settlement, including any obligation by Defendant to pay the Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

86. If the Settlement is voided or fails for any reason, any costs incurred by the Settlement Administrator shall be borne equally by Defendant and Plaintiffs, unless otherwise specified in this Agreement.

K. Other Terms

87. Full and Complete Defense. This Agreement may be pleaded by any Released Party as a full and complete defense to and may be used as the basis for an injunction and/or an affirmative defense against, any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted, asserting any Released Claim, including without limitation the Ventura Action.

88. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

89. Parties' Authority. The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

1 90. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
2 accomplish the terms of this Settlement Agreement, including but not limited to, execution of such
3 documents and to take such other action as may reasonably be necessary to implement the terms of
4 this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts,
5 including all efforts contemplated by this Settlement Agreement and any other efforts that may
6 become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and
7 the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class
8 Counsel shall, with the assistance and cooperation of Defendant and Defendant's Counsel, take all
9 necessary steps to secure the Court's preliminary and final approval of the settlement and the final
10 entry of judgment.

11 91. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they
12 have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or
13 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action,
14 or rights released and discharged by this Settlement Agreement. This is a material term of this
15 Agreement.

16 92. No Admission. Defendant denies any and all liability to Plaintiffs and/or any
17 Settlement Class Member in this Action, as to any and all causes of action that were asserted or that
18 might have been asserted in this Action. Nonetheless, Defendant wishes to settle and compromise to
19 avoid further substantial expense and the inconvenience and distraction of protracted litigation.
20 Defendant has considered the uncertainty and risks inherent in litigation, and without conceding any
21 infirmity in the defenses that Defendant has asserted or could assert against Plaintiffs, determined
22 that it is desirable and beneficial that Plaintiffs' claims be settled in the manner and upon the terms
23 and conditions set forth in this Agreement.

24 93. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
25 Order, nothing contained herein, nor the consummation of this Settlement Agreement, is to be
26 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
27 Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this
28 Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant

inconvenience and expenses. This Settlement Agreement is a settlement document, and it, along with all related documents such as the notices, and motions for preliminary and final approval, shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement and the rights and benefits hereunder. The stipulation for class certification as part of this Settlement Agreement is for settlement purposes only and if, for any reason the settlement is not approved, the stipulation will be of no force or effect.

94. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed:

To the Settlement Class Members and Aggrieved Employees:

Mehrdad Bokhour <i>mehrdad@bokhourlaw.com</i> 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 Tel: (310) 975-1493; Fax: (310) 675-0861	Michelle Eshaghian <i>michelle@eshlegal.com</i> 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 Tel: (310) 531-8090; Fax: (310) 531-8070
Kashif Haque Joseph M. Szilagyi 9811 Irvine Center Drive, Suite 100 Irvine, California 92618 Telephone: (949) 379-6250 Facsimile: (949) 379-6251	

To Defendant:

Sue M. Bendavid <i>sbendavid@lewithhackman.com</i> Nicholas Kanter <i>nkanter@lewithhackman.com</i> 16633 Ventura Blvd., 11 th Floor Encino, California 91436 Tel: (818) 990-2120; Fax: (818)981-4764
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95. Construction. The Parties hereto agree that the terms and conditions of this Settlement

1 Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that
2 this Settlement Agreement shall not be construed in favor of or against any Party by reason of the
3 extent to which any Party or their counsel participated in the drafting of this Settlement Agreement.
4 Plaintiffs and Defendant expressly waive the common-law and statutory rule of construction that
5 ambiguities should be construed against the drafter of an agreement and further agree, covenant, and
6 represent that the language in all parts of this Agreement shall be in all cases construed as a whole,
7 according to its fair meaning.

8 96. Captions and Interpretations. Paragraph titles or captions contained herein are inserted
9 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the
10 scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement
11 is contractual and not merely a recital.

12 97. Modification. This Settlement Agreement may not be changed, altered, or modified,
13 except in writing and signed by the Parties hereto, and approved by the Court. This Settlement
14 Agreement may not be discharged except by performance in accordance with its terms or by a writing
15 signed by all of the Parties hereto.

16 98. Defendant's Right to Withdraw. If the number of valid Requests for Exclusion exceeds
17 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from
18 the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio,
19 have no force or effect whatsoever, and that neither Party will have any further obligation to perform
20 under this Agreement; provided however, Defendant will remain responsible for paying the
21 reasonable Settlement Administration expenses incurred to that point. Defendant must notify Class
22 Counsel and the Court of its election to withdraw not later than 10 business days after the
23 Administrator sends the final Exclusion List to Defense Counsel.

24 99. Dispute Resolution. Prior to instituting legal action to enforce the provisions of this
25 Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide written
26 notice to the other Party and allow an opportunity to cure the alleged deficiencies, and Plaintiffs and
27 Defendant agree to seek the help of the mediator identified in this Agreement to resolve any dispute
28 they are unable to resolve informally. During this period, the Parties shall bear their own attorneys'

1 fees and costs. This provision shall not apply to any legal action or other proceeding instituted by any
2 person or entity other than Plaintiffs or Defendant.

3 100. Court Retains Jurisdiction. The Parties agree that upon the entry of judgment of
4 dismissal pursuant to the terms of this Agreement, that, pursuant to Code of Civil Procedure section
5 664.6, the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties
6 to interpret, enforce, and effectuate the terms, conditions, intents, and obligations of this Agreement.

7 101. Enforceability. Pursuant to California Evidence Code section 1123(a) and (b), this
8 Agreement is intended by the Parties to be, and shall be, enforceable, binding and admissible in a
9 court of law.

10 102. Choice of Law. This Settlement Agreement shall be governed by and construed,
11 enforced, and administered in accordance with the laws of the State of California, without regard to
12 its conflicts-of-law rules.

13 103. Integration Clause. This Settlement Agreement contains the entire agreement between
14 the Parties relating to the settlement and transaction contemplated hereby, and all prior or
15 contemporaneous agreements, understandings, representations, and statements, whether oral or
16 written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder
17 may be waived except in writing.

18 104. Binding On Assigns. This Settlement Agreement shall be binding upon and inure to
19 the benefit of the Parties hereto, the Released Parties, and their respective heirs, trustees, executors,
20 administrators, successors, and assigns.

21 105. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because
22 the members of the Settlement Class are numerous, it is impossible or impractical to have each Final
23 Class Member execute this Settlement Agreement. The Notice will advise all Settlement Class
24 Members of the binding nature of the releases provided herein and such shall have the same force
25 and effect as if this Settlement Agreement were executed by each Final Settlement Class Member.

26 106. Counterparts. This Settlement Agreement may be executed in counterparts, and when
27 each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed
28 an original, and, when taken together with other signed counterparts, shall constitute one fully signed

1 Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic
2 signatures shall have the same force and effect as an original.

3
4 **APPROVAL AND EXECUTION BY PARTIES:**

5 Dated: April __, 2023

CLASS REPRESENTATIVE:

6
7
8 _____
JOSEFINA QUIROZ

9 Dated: April __, 2023

CLASS REPRESENTATIVE:

10
11 _____
CHRISTIAN T. ADAME

12
13 Dated: April __, 2023

CLASS REPRESENTATIVE:

14
15 _____
MARIA TORRES

16
17 Dated: April 24, 2023

DEFENDANT:

18 **NATURAL PACK, INC.**

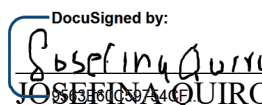
19
20 _____
21 By Uri Dolev
22 Its General Manager

Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

APPROVAL AND EXECUTION BY PARTIES:

Dated: April ²⁸____, 2023

CLASS REPRESENTATIVE:

DocuSigned by:

JOSEFINA QUIROZ
3AE3ED79734E445

5/23/2023

Dated: ~~April ____~~, 2023

CLASS REPRESENTATIVE:

DocuSigned by:

CHRISTIAN T. ADAME
3AE3ED79734E445

Dated: April ____ , 2023

CLASS REPRESENTATIVE:

MARIA TORRES

Dated: April ____ , 2023

DEFENDANT:

NATURAL PACK, INC.

By
Its

1 Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic
2 signatures shall have the same force and effect as an original.

3

4 **APPROVAL AND EXECUTION BY PARTIES:**

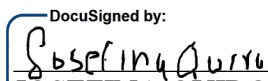
5 Dated: April ²⁸____, 2023

CLASS REPRESENTATIVE:

6

7

8

DocuSigned by:

JOSEFINA QUIROZ

9 Dated: April ____ , 2023

CLASS REPRESENTATIVE:

10

11

CHRISTIAN T. ADAME

12

5/23/2023

13

Dated: ~~April ____ , 2023~~

CLASS REPRESENTATIVE:

14

15

DocuSigned by:

MARIA TORRES

16

17

Dated: April ____ , 2023

DEFENDANT:

18

NATURAL PACK, INC.

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By
Its

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1 APPROVED AS TO FORM:

2

CLASS COUNSEL

3 Dated: April ___, 2023

BOKHOUR LAW GROUP, P.C.

4

5

Mehrdad Bokhour
Attorneys for Plaintiff Quiroz

6

7

8 Dated: April ___, 2023

ESHAGHIAN LAW, PC

9

10

11

Michelle Eshaghian
Attorneys for Plaintiff Quiroz

12

13 Dated: April ___, 2023

AEGIS LAW FIRM, PC

14

15

Kashif Haque
Joseph M. Szilagyi
Attorneys for Plaintiffs Adame and Torres

16

17

18

19

Dated: May 1, 2023
~~April ___, 2023~~

DEFENDANT'S COUNSEL:

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21

**LEWITT, HACKMAN, SHAPIRO,
MARSHALL & HARLAN**

22

23

Nick Kanter

24

Sue M. Bendavid
Nicholas Kanter
Attorneys for Defendant,
Natural Pack, Inc.

25

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27

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1 **APPROVED AS TO FORM:**

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CLASS COUNSEL

3 Dated: April ___, 2023

BOKHOUR LAW GROUP, P.C.

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Michelle Eshaghian
Attorneys for Plaintiff Quiroz

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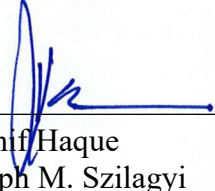
12

13 Dated: May 11, 2023

AEGIS LAW FIRM, PC

14

15



Kashif Haque
Joseph M. Szilagyi
Attorneys for Plaintiffs Adame and Torres

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20 Dated: April ___, 2023

DEFENDANT'S COUNSEL:

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Nicholas Kanter
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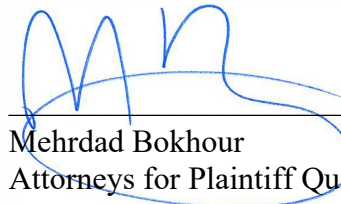
CLASS COUNSEL

3 Dated: May 1, 2023

BOKHOUR LAW GROUP, P.C.

4

5



Mehrdad Bokhour
Attorneys for Plaintiff Quiroz

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8 Dated: May 1, 2023

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20 Dated: April __, 2023

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