

SETTLEMENT AGREEMENT

This Settlement Agreement (hereafter "Agreement") is made and entered into by and between JUAN D. LOPEZ, ANTONIO CEJA FERRER, GILDARDO GONZALEZ, RAMIRO GONZALEZ, FELIPE DE JESUS LOPEZ RUIZ, JOSE L. LOPEZ, LINO LOPEZ CEJA and JESUS SALGADO (hereafter collectively "Plaintiffs") on behalf of themselves and other current and former employees named below in Section I(a) (hereafter referred to as "Opt-In Plaintiffs") and MORADA FARMING COMPANY, LLC (hereafter "Defendant") for purposes of resolving all claims between them brought forth in Case No. STK-CV-UOE-2016-4914 filed in San Joaquin County Superior Court (hereinafter "the lawsuit") on May 20, 2016.

The First Amended Complaint in the lawsuit was filed on July 20, 2016, containing the following causes of action: (1) Failure to pay minimum wages; (2) Liquidated damages for failure to pay minimum wages; (3) Failure to pay wages owed; (4) Failure to provide rest periods; (5) Failure to provide meal periods; (6) Failure to provide adequate wage statements; (7) Failure to pay all wages due; (8) Payment with Insufficient; (9) Failure to provide copies of employment records; (10) Failure to Provide Copies of Personnel Records; (11) Violation of the FLSA; (12) Violation of the AWP; (13) Violation of the UCL; and (14) Violation of the PAGA.

The parties agree that the terms of the settlement set forth in this Agreement are fair, reasonable and in the interests of the Plaintiffs and Opt-In Plaintiffs.

Therefore, Plaintiffs and Defendants agree as follows:

I. MONETARY SETTLEMENT TERMS

In consideration of the mutual promises set forth in this Agreement, Defendants shall pay the total amount of seventy-two thousand five hundred dollars and no cents (\$72,500.00) for full settlement of the claims brought forth in the lawsuit. These amounts shall be paid as explained below.

All amounts are designated as non-wage payments and will be considered a payment of general damages/penalties. No deductions of any kind will be taken from the non-wage payments. To report the non-wages paid to Plaintiffs and Opt-in Plaintiffs to the IRS, no later than January 31, 2019, Defendant will mail form 1099-MISC corresponding to the amounts set forth for Plaintiffs and Opt-In Plaintiffs, with this amount reported under box 3, "Other Income," to Blanca A. Bañuelos, California Rural Legal Assistance, Inc., 145 E. Weber Avenue, Stockton, CA 95202.

a. Payments to Plaintiffs and Opt-In Plaintiffs

Out of the total sum of \$72,500.00 to be paid by Defendant, \$42,275.55 shall be paid and Defendant shall issue checks made out to Plaintiffs and Opt-in Plaintiffs as detailed below:

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Plaintiff or Opt-in Plaintiff	Non-Wages Amount
Antonio Ceja Ferrer	\$ 3,642.20
Gildardo Gonzalez	\$ 3,642.20
Ramiro Gonzalez	\$ 3,642.20
Lino Lopez Ceja	\$ 3,642.20
Felipe de Jesus Lopez Ruiz	\$ 3,642.20
Juan D. Lopez	\$ 3,642.20
Jose L. Lopez	\$ 3,642.20
Jesus Salgado	\$ 3,642.20
Abraham Hernandez	\$ 1,983.70
Bonifacia Morales Ramirez	\$ 1,983.70
Salvador Morales Ramirez	\$ 1,983.70
Santiago Morales	\$ 1,983.70
Vicenta Rodriguez	\$ 1,983.70
Epifanio Calihua	\$ 3,219.45
TOTAL	\$ 42,275.55

b. Payments to CRLA for Attorney's Fees and Costs

Out of the total sum of \$72,500.00 to be paid by Defendant, \$30,224.45 shall be paid to California Rural Legal Assistance, Inc. (CRLA) for Attorney's Fees and Costs. Defendant shall issue a check in this amount to CRLA.

c. Dismissal of the PAGA Cause of Action & Court Settlement Approval

The parties agree to stipulate to dismissal of the PAGA Cause of Action. Within five days of the last signature on this Agreement, the parties will file a Joint Application for Court Approval of Settlement Agreement, to be drafted and filed by Plaintiffs' counsel, and submit a copy of the Agreement to the LWDA through LWDA's online system. In the event that the Court does not approve the Agreement, this agreement is null and void.

II. PAYMENT SCHEDULE

The \$72,500.00 will be due within 15 days court approval of the settlement agreement. Checks shall be mailed to Blanca A. Bañuelos, California Rural Legal Assistance, Inc., 145 E. Weber Avenue, Stockton, CA 95202.

Defendant agrees that the Payment Schedule in this Agreement is a material term of this Agreement; that time is of the essence in making the payments set forth in this Agreement; and that any failure to deliver any of the settlement funds within five business days of the date specified in this Agreement shall be deemed a material breach of this Agreement.

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III. RELEASE OF CLAIMS

By signing this Agreement and accepting the sum agreed upon, Plaintiffs agree that the amounts paid to them pursuant to this Agreement represents settlement of the disputed claims set forth in the lawsuit and any other claims that may exist not related to Plaintiffs' employment. Plaintiffs hereby release and forever discharge Defendant, their agents, employees, attorneys, successors and assigns from all claims, rights, demands, actions, obligations, liabilities, and causes of actions, arising out of or related to the claims raised in this lawsuit and any other claims that may exist not related to Plaintiffs' employment.

Plaintiffs hereby expressly waive any rights they may have under the provisions of California Civil Code § 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Plaintiffs and Defendant agree that this Release does not apply to Defendants REMONDA FARMS, JOSEPH REMONDA, individually and dba REMONDA FARMS, and KIRSTEN SILVA, individually and dba REMONDA FARMS (collectively referred to as “REMONDA FARMS”). For purposes of this agreement, REMONDA FARMS are not Defendant MORADA FARMING COMPANY, LLC's agents, employees, attorneys and/or successors. Defendant MORADA FARMING COMPANY, LLC further agrees to not oppose the continuing prosecution of REMONDA DEFENDANTS, including, but not limited to, seeking default entry and entry of default judgments.

IV. GENERAL PROVISIONS

a. Disposition of Lawsuit – Request for Dismissal

Within fifteen (15) days of the last payment of this Agreement, Plaintiffs shall execute and file a Dismissal with Prejudice as to Defendant MORADA FARMING COMPANY, LLC.

b. Choice of Law

This Agreement shall be interpreted according to the laws of the State of California. The parties hereby submit themselves to the Superior Court of San Joaquin County for the purpose of enforcing this Agreement.

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c. Enforceability

This Agreement is not, and shall not be construed, as an admission of liability, fault or wrongdoing on the part of Defendant or any of them. Defendant expressly denies the allegations made in the lawsuit and expressly denies any liability to Plaintiffs or the Opt-In Plaintiffs.

If any party sues to enforce this Agreement, the prevailing party in such suit shall be entitled to recover, in addition to any other relief, his/her or its costs and expenses, including court costs and attorneys' fees, if any, incurred in connection with such suit.

If any portion of this Agreement is held invalid for any reason, the remainder of this Agreement shall continue in full force and effect.

The parties acknowledge that they have read and fully understand all of the provisions of this Agreement and that they are voluntarily entering into this Agreement, without coercion, and based on the party's own judgment, and not in reliance on any representations or promises made by the other party other than those contained herein. The parties acknowledge that prior to the execution of this Agreement, they have consulted with counsel concerning the terms and conditions set forth herein.

The parties agree that this Agreement represents the sole and entire agreement between them and supersedes all prior agreements, negotiations and discussions between them hereto and/or their respective counsel with respect to the subject matters covered hereby.

It is agreed and understood that the general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement. In the event any language of this Agreement is found to be ambiguous, each party shall have an opportunity to present evidence as to the actual intent of the parties with respect to any such ambiguous language, consistent with the parole evidence rule.

This Agreement may be executed in counterparts and as executed shall constitute one Settlement Agreement, binding on all parties. Facsimile, scanned, or photocopied signatures have the same force and effect as originals. Any amendment to this Agreement must be in writing and signed by all parties.

Date

Plaintiff Juan D. Lopez

Date

Plaintiff Antonio Ceja Ferrer

c. Enforceability

This Agreement is not, and shall not be construed, as an admission of liability, fault or wrongdoing on the part of Defendant or any of them. Defendant expressly denies the allegations made in the lawsuit and expressly denies any liability to Plaintiffs or the Opt-In Plaintiffs.

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10/19/18
Date

Juan D. Lopez
Plaintiff Juan D. Lopez

10-19-18
Date

Antonio Cesa F.
Plaintiff Antonio Cesa Ferrier

10-19-18
Date

Gildardo Gonzalez C.
Plaintiff Gildardo Gonzalez

10-19-18
Date

Ramiro Gonzalez
Plaintiff Ramiro Gonzalez

Date

Plaintiff Felipe de Jesus Lopez Ruiz

10-19-18
Date

Jose Luis Lopez
Plaintiff Jose L. Lopez

10.19.18
Date

Lino Lopez Ceja
Plaintiff Lino Lopez Ceja

10/18/18
Date

Jesus Salgado R
Plaintiff Jesus Salgado

11/15/18
Date

Morada Farming, LLC
Defendant Morada Farming, LLC

Approved as to Form:

11/16/18
Date

Blanca A. Bahueros
Blanca A. Bahueros
California Rural Legal Assistance, Inc.
Attorneys for Plaintiffs

11/16/18
Date

Darin Judd
Darin Judd
Attorneys for Defendant

Date

Plaintiff Gildardo Gonzalez

Date

Plaintiff Ramiro Gonzalez

10-27-2018
Date

Felipe A. Juan Lopez Ruiz
Plaintiff Felipe de Jesus Lopez Ruiz

Date

Plaintiff Jose L. Lopez

Date

Plaintiff Lino Lopez Ceja

Date

Plaintiff Jesus Salgado

11-15-18
Date

[Signature]
Defendant Morinda Farming, LLC

Approved as to Form:

Date

Blanca A. Bañuelos
California Rural Legal Assistance, Inc.
Attorneys for Plaintiffs

Date

Darin Judd
Attorneys for Defendant