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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY LOS ANGELES

KAYLEN CARDENAS, as an aggrieved
employee, and on behalf of all other aggrieved
employees under the Labor Code Private
Attorneys' General Act of 2004,

Plaintiff,

v.

KERN VALLEYIDENCE OPCO, LLC, a
California limited liability company; WEST
VALLEYIDENCE OPCO, LLC, a California
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 23STCV12441

[Assigned for all purposes to the Hon.
Robert B. Broadbelt in Dept. 53]

**JOINT STIPULATION RE:
REPRESENTATIVE ACTION
SETTLEMENT**

ACTION FILED: June 1, 2023

TRIAL DATE: None Set

1 **JOINT STIPULATION RE: REPRESENTATIVE ACTION SETTLEMENT**

2 This Joint Stipulation Re: Representative Action Settlement (“Settlement,” “Agreement,”
3 or “Settlement Agreement”) is made by and between plaintiff Kaylen Cardenas (“Plaintiff”), on
4 one hand; and defendant Kern Valleyidence Opco, LLC (“Defendant”), on the other hand. The
5 Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

6 **I. DEFINITIONS**

7 **A. “Action”** means Plaintiff’s lawsuit seeking PAGA civil penalties against
8 Defendant, captioned *Kaylen Cardenas v. Kern Valleyidence Opco, LLC*, Case No.
9 *23STCV12441*, initiated on June 1, 2023, and pending before the Superior Court of the State of
10 California, County of Los Angeles.

11 **B. “Agreement,” “Settlement” or “Settlement Agreement”** means this Joint
12 Stipulation Re: Representative Action Settlement, and its exhibits, attached hereto and
13 incorporated herein.

14 **C. “Aggrieved Employees”** means all current and former non-exempt employees
15 that worked for Defendant in California any time during the PAGA Period.

16 **D. “Aggrieved Employee List”** means Aggrieved Employee identifying
17 information in Defendant’s possession including the Aggrieved Employee’s name, last-known
18 mailing address, Social Security number, and number of PAGA Pay Periods.

19 **E. “Aggrieved Employee Address Search”** means the Administrator’s
20 investigation and search for current Aggrieved Employees’ mailing addresses using all
21 reasonably available sources, methods and means including, but not limited to, the National
22 Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved
23 Employees.

24 **F. "Approval Order"** means the Court Order Granting Approval of PAGA
25 Settlement.

26 **G. “Court”** means the Superior Court of the State of California for the County of
27 Los Angeles.

28 **H. “Defendant”** means Kern Valleyidence Opco, LLC.

1 **I. “Defense Counsel”** means Grace Y. Horoupian and Joshua Klein of Fisher &
2 Phillips LLP.

3 **J. “Effective Date”** means the date by when both of the following have occurred:
4 (a) the Court enters a Judgment on its Approval Order; and (b) the Judgment is final. The
5 Judgment is final as of the latest of the following occurrences: (i) if no objections to the settlement
6 are filed, no third party intervenes, and the LWDA does not comment on the settlement, the day
7 the Court enters Judgment; (ii) if any objection to the Settlement is filed, any party intervenes, or
8 the LWDA comments on the settlement, but no appeal of the Judgment is filed, the day after the
9 deadline for filing a notice of appeal from the Judgment; (iii) if there is an appeal of the Court’s
10 Judgment, the latest of the date the Judgment is affirmed on appeal and a remittitur is issued, the
11 date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari
12 to the California Supreme Court; or (iv) if a petition for writ of certiorari to the California
13 Supreme Court is filed, the date of denial of the petition for writ of certiorari, or the date the
14 Judgment is affirmed in the event the petition is granted.

15 **K. “Gross Settlement Amount”** means the settlement amount of Three Hundred
16 Seventy Thousand Dollars and Zero Cents (\$370,000.00), as the same may be escalated pursuant
17 to Paragraph III(K)(2) of this Agreement. The Gross Settlement Amount will be used to pay
18 Plaintiff’s Counsel Attorneys’ Fees, Plaintiff’s Counsel Attorneys’ Costs, Plaintiff’s
19 Enhancement Payment, Settlement Administration Costs, LWDA PAGA Payment, and
20 Individual PAGA Payments.

21 **L. “Individual PAGA Payment”** means the 25% of the Net Settlement Amount to
22 be paid to the Aggrieved Employees.

23 **M. “Individual Settlement Payment(s)”** means the *pro rata* amount payable to each
24 Aggrieved Employee from the 25% of the Net Settlement Amount to be calculated based on the
25 number of Pay Periods worked by the Aggrieved Employee.

26 **N. “Judgment”** means the judgment entered by the Court based upon the Final
27 Approval.

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1 **O.** **“LWDA”** means the California Labor and Workforce Development Agency, the
2 agency entitled, under Labor Code section 2699, subd. (i).

3 **P.** **“LWDA PAGA Payment”** means the 75% of the Net Settlement Amount to be
4 paid to the LWDA under Labor Code section 2699, subd. (i).

5 **Q.** **“Net Settlement Amount”** means the Gross Settlement Amount, less the
6 following payments, in the amounts approved by the Court: Plaintiff’s Counsel’s Attorneys’
7 Fees, Plaintiff’s Counsel’s Attorneys’ Costs, Plaintiff’s Enhancement Payment and Settlement
8 Administration Costs (currently estimated to be no less than \$205,216.67).

9 **R.** **“Operative Complaint”** means the complaint filed by Plaintiff in the Action on
10 June 1, 2023.

11 **S.** **“PAGA”** means the Private Attorneys General Act of 2004 as codified in
12 California Labor Code section 2698, *et seq.*

13 **T.** **“PAGA Notice”** means Plaintiff’s letter to Defendant and the LWDA
14 providing notice pursuant to Labor Code section 2699.3, subd. (a).

15 **U.** **“PAGA Payment Letter”** means a letter that the Settlement Administrator will
16 send to each Aggrieved Employee with his or her Individual Settlement Payment, which explains
17 the reason for the Individual Settlement Payment, substantially in the form attached hereto as
18 Exhibit “A,” excluding any revisions by the Court.

19 **V.** **“PAGA Penalties”** means the total amount of PAGA civil penalties to be paid
20 from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to
21 LWDA in settlement of PAGA claims.

22 **W.** **“PAGA Period”** means the period from March 28, 2022, through the date of
23 Approval Order, subject to the escalator clause in Paragraph III(K)(2) of this Agreement.

24 **X.** **“Pay Period”** means any pay period when an Aggrieved Employee worked at any
25 time as an employee for Defendant in a non-exempt, hourly-paid position during the PAGA
26 Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

27 **Y.** **“Parties”** means, collectively, Plaintiff and Defendant.

28 **Z.** **“Plaintiff” or “Named Plaintiff”** shall refer to Kaylen Cardenas.

1 of the LWDA to recover civil penalties on behalf of other non-exempt, hourly-paid employees
2 for various Labor Code violations (“PAGA Notice”). On June 1, 2023, after sixty-five (65) days
3 had passed without any action by the LWDA with respect to the alleged Labor Code violations,
4 Plaintiff filed this representative action under PAGA against Defendant for the Labor Code
5 violations set out in the PAGA Notice (the “Action”).

6 **B. Informal Discovery.** Shortly thereafter, the Parties agreed to exchange informal
7 discovery and attend an early mediation, in which Plaintiff was provided with, among other
8 things: (1) payroll records and time entries for non-exempt, hourly paid employees; (2) data
9 points including the number of Aggrieved Employees, the number of pay periods, and the number
10 of Aggrieved Employees separated from employment during the PAGA Period to date; (3) the
11 applicable employee handbooks and policies of Defendant; and (4) Plaintiff’s time records,
12 paystubs and personnel file.

13 **C. Mediation.** On May 2, 2024, the Parties participated in a full-day mediation
14 before mediator Todd A. Smith, Esquire, a well-regarded mediator experienced in mediating
15 complex labor and employment matters. With the aid of the mediator’s evaluation, the Parties
16 reached this Settlement to resolve the Action.

17 **D. Plaintiff’s Position as to Settlement.** Plaintiff’s Counsel have conducted
18 significant investigation of the law and facts relating to the claims asserted in the Action, and
19 have concluded that the Settlement set forth herein is fair, reasonable, adequate, and in the best
20 interests of Aggrieved Employees, and to the extent permitted by law, the State of California,
21 taking into account the sharply contested issues involved, the expense and time necessary to
22 litigate the Action through trial and any appeals, the risks and costs of further litigation, the risk
23 of an adverse outcome, the uncertainties of complex litigation, the information learned through
24 informal discovery regarding Plaintiff’s allegations, and the substantial benefits to be received
25 by Aggrieved Employees.

26 **E. Defendant’s Position as to Settlement.** Defendant and the Released Parties deny
27 that they have engaged in any unlawful activity, deny that they have failed to comply with the
28 law in any respect, and deny that they have any liability to anyone under the claims asserted in

1 the Action. This Agreement is entered into solely for the purpose of compromising highly
2 disputed claims. Nothing in this Agreement is intended or will be construed as an admission of
3 liability or wrongdoing by Defendant or the Released Parties. This Settlement and the fact that
4 Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be
5 admissible in connection with, any litigation (other than solely in connection with effectuating
6 the Settlement pursuant to this Agreement).

7 **III. TERMS OF SETTLEMENT**

8 **A. All Terms Subject to Court Approval.** The Court has jurisdiction over the
9 Parties and the subject matter of the Action. The Action includes claims that, if proven, would
10 authorize the Court to grant relief pursuant to the applicable statutes. This Agreement shall be
11 submitted to the Court for approval and final judgment. The Parties agree that upon the
12 occurrence of the dismissal of this case pursuant to the terms of this Agreement, this Settlement
13 Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure Section 664.6
14 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all
15 Parties and Aggrieved Employees to interpret and enforce the terms, conditions and obligation
16 of the Settlement Agreement. Should the Court not grant approval of the Settlement as described
17 in this Settlement Agreement, then the entirety of this Settlement Agreement shall be null and
18 void. Notwithstanding the foregoing, the Parties agree to meet and confer to address any Court
19 concerns regarding the Settlement, including the filing of any supplemental briefs, amended
20 settlement agreement(s), or other documents mutually acceptable by the Parties and their counsel.

21 **B. Gross Settlement Amount.** Defendants shall pay the Gross Settlement Amount
22 of Three Hundred Seventy Thousand Dollars and Zero Cents (\$370,000.00) to settle the PAGA
23 Action, unless escalated pursuant to section III(K)(2) of this Agreement. The Gross Settlement
24 Amount will be to satisfy all of Defendant's liabilities arising from the Settlement. No portion of
25 the Gross Settlement Amount shall revert to Defendant.

26 **C. Plaintiff's Counsel's Attorneys' Fees and Costs.** Plaintiff's Counsel shall apply
27 for an award of Plaintiff's Counsel's Attorneys' Fees and Plaintiff's Counsel's Attorneys' Costs,
28 as described and defined in this Agreement. Defendant will not oppose Plaintiff's request

1 consistent with this Settlement. Awards of Plaintiff's Counsel's Attorneys' Fees and Plaintiff's
2 Counsel's Attorneys' Costs shall be paid out of the Gross Settlement Amount, for all past and
3 future attorneys' fees and costs necessary to prosecute, settle, and obtain approval of this
4 Settlement. There will be no additional charge of any kind to either the Aggrieved Employees or
5 request for additional consideration from Defendant for such work. Should the Court approve
6 Plaintiff's Counsel's Attorneys' Fees and Plaintiff's Counsel's Attorneys' Costs in an amount
7 less than the amounts provided herein, then the unapproved portion(s) shall be a part of the Net
8 Settlement Amount.

9 **D. Plaintiff's Enhancement Payment.** Plaintiff will request and apply for an
10 Enhancement Payment in exchange for general release and waiver of rights under California
11 Civil Code section 1542, referred to in Paragraphs III(I)(4-5) of this Agreement. Specifically,
12 Plaintiff will apply for a payment of up to Seven Thousand Five Hundred Dollars and Zero Cents
13 (\$7,500.00), subject to Court approval. The Enhancement Payment shall be paid from, and not
14 in addition to, the Gross Settlement Amount. Any amounts not awarded by the Court under this
15 provision shall be included in the Individual PAGA Payment. Defendant agrees not to oppose
16 any such application which is consistent with this paragraph.

17 **E. LWDA PAGA Payment.** Subject to Court approval, the Parties agree that an
18 amount equal to seventy-five percent (75%) of the PAGA Penalties (no less than \$153,912.50)
19 will be paid to the LWDA in settlement of all representative claims alleged by or on behalf of
20 Plaintiff and the Aggrieved Employees. Should the Court grant Plaintiff's Counsel's Attorneys'
21 Fees, Plaintiff's Counsel's Attorneys' Costs, Plaintiff's Enhancement Payment and Settlement
22 Administration Costs, and should the Settlement not be escalated pursuant to section III(K)(2) of
23 this Agreement, the amount paid to the LWDA will be no less than \$153,912.50 (75%), and no
24 less than \$51,304.17 (25%) of the Net Settlement Amount will be available for Individual
25 Settlement Payments to Aggrieved Employees.

26 1) **Individual Settlement Payments.** Subject to Court approval, the Parties
27 agree that an amount equal to twenty-five percent (25%) of the PAGA Penalties (Aggrieved
28 Employees' Portion) which, unless the Settlement is escalated pursuant to section III(K)(2) of

1 this Agreement, amounts to no less than \$51,304.17, will be paid to the Aggrieved Employees in
2 settlement of the PAGA Released Claims. Individual Settlement Payments will be calculated and
3 apportioned from the Aggrieved Employees' Portion based on the number of Pay Periods an
4 Aggrieved Employee worked during the PAGA Period. The Settlement Administrator will
5 determine the total number of Pay Periods worked by each Aggrieved Employee during the
6 PAGA Period based on the data provided by Defendant in the Aggrieved Employee List and the
7 aggregate number of Pay Periods worked by all Aggrieved Employees during the PAGA Period.
8 To determine each Aggrieved Employee's Individual Settlement Payment, the Parties agree that
9 the Settlement Administrator will use the following formula: Individual Settlement Payment =
10 (Aggrieved Employee's Pay Periods worked during the PAGA Period / Aggregate Number of
11 Aggrieved Employees' Pay Periods worked during the PAGA Period) x (0.25 x PAGA
12 Penalties). Defendant agrees this formula is reasonable and that the payments are designed to
13 provide a fair settlement to each Aggrieved Employee in light of the uncertainties regarding the
14 penalties alleged to be owed and the calculation of such amounts.

15 **F. Tax Treatment of Settlement Payments.** All Individual Settlement Payments
16 will be characterized as civil penalties, and IRS Forms 1099-MISC will be issued as necessary.
17 The payment of Plaintiff's Counsel's Attorneys' Fees and Plaintiff's Counsel's Attorneys' Costs
18 will also be reported on IRS Forms 1099-MISC. The Settlement Administrator will issue all such
19 forms.

20 **G. Aggrieved Employees' Tax Liability.** Other than the reporting requirements set
21 forth in this Agreement, the Aggrieved Employees shall be responsible for the reporting and
22 payment of any federal, state, and/or local income or other tax or any other withholdings, if any,
23 on any of the payments made pursuant to this Agreement. Counsel for Plaintiff and Defendant
24 make no representations, and it is understood and agreed that Counsel for Plaintiff and Defendant
25 have made no representations as to the taxability of any portions of the Individual Settlement
26 Payments to any Aggrieved Employee, the payment of any costs or an award of attorney fees, or
27 any payments to Plaintiff. The PAGA Payment Letter (Exhibit "A") will inform Aggrieved
28 Employees of the opportunity to seek their own tax advice in connection with their receipt of

Individual Settlement Payments.

H. Defendants' Tax Liability. The Parties do not expect there to be any employer side taxes arising from this Settlement because this a settlement of a representative action for civil penalties. If it is determined that employer side taxes exist on the Gross Settlement Amount, such taxes will be funded by the Gross Settlement Amount.

I. Waivers and Releases

1) PAGA Released Claims. Effective only upon the entry of an Order granting approval of this Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount to effectuate the Settlement, the Aggrieved Employees and, to the extent permitted by law, the LWDA and the State of California, by and through Plaintiff as an agent and proxy of the LWDA, release the Released Parties from any and all claims, debts, liabilities, demands, actions, or causes of action for civil penalties that were alleged or could have been alleged in the Operative Complaint in the Action reasonably arising out of the same set of operative facts alleged in the Action and the Plaintiff's August 23, 2022, LWDA letter, which arose during the PAGA Period, including but not limited to alleged violations of applicable Industrial Welfare Commission Orders, Cal. Code Regs., title 8, section 110404(5)(A), and California Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 204b, 204.1, 205, 205.5, 210, 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 246, *et seq.*, 404, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510, 512, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 1527, 2699, 2802, 2810.5, 3366, 3457, 6401-6403, 6409.6, 6432, and 8397.4.

2) Exclusions to the PAGA Released Claims. The releases above expressly exclude all other claims, including all non-PAGA claims for wage and hour violations, as well as, without limitation, claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and any other claims arising outside of the PAGA Period.

3) Aggrieved Employees are bound by the Settlement. Because there is no right to opt out of a PAGA settlement, all Aggrieved Employees will receive a proportional distribution from the Settlement monies and will be bound by this Settlement Agreement, upon

1 its approval by the Court, regardless of whether they negotiate their settlement check. The Parties
2 agree that there is no statutory right for any Aggrieved Employee to object, opt out, or otherwise
3 exclude himself or herself from the Settlement Agreement. Except as otherwise stated, Plaintiff
4 will vigorously defend against any attempt by any Aggrieved Employee or by any entity or
5 agency to intervene in this matter or object to/opt-out.

6 4) General Release by Plaintiff. Effective only upon the entry of an Order
7 granting approval of the Settlement, entry of Judgment, and payment by Defendant to the
8 Settlement Administrator of the full Gross Settlement Amount, in addition to the PAGA Released
9 Claims, Plaintiff makes the additional following General Release: Plaintiff will fully and finally
10 release the Released Parties from any and all claims, known and unknown, under federal, state
11 and/or local law, statute, ordinance, regulation, common law, or other source of law, including
12 but not limited to claims arising from or related to her respective employment with Defendant
13 and her respective compensation while being an employee of Defendant through the date of
14 signing this Settlement Agreement. Released claims include, but are not limited to, all claims
15 arising from or reasonably related to the Action, whether pleaded or not pleaded. ("Plaintiff's
16 Released Claims"). This release excludes the release of claims not permitted by law.

17 5) Plaintiff's Waiver of Rights Under California Civil Code Section 1542. As
18 partial consideration for the Plaintiff's Enhancement Payment, Plaintiff's Released Claims shall
19 include all such claims, whether known or unknown. Thus, even if Plaintiff discovers facts and/or
20 claims in addition to or different from those that she now knows or believes to be true with respect
21 to the subject matter of the Plaintiff's Released Claims, those claims will remain released and
22 forever be barred. Therefore, with respect to Plaintiff's Released Claims, Plaintiff expressly
23 waives and relinquishes the provisions, rights and benefits of California Civil Code section 1542,
24 which reads:

25 **A general release does not extend to claims that the creditor or releasing**
26 **party does not know or suspect to exist in his or her favor at the time of**
27 **executing the release and that, if known by him or her, would have materially**
28 **affected his or her settlement with the debtor or released party.**

1 6) Plaintiff's Counsel. As of the Effective Date, and except as otherwise
2 provided by this Settlement and the Judgment, Plaintiff's Counsel waive any claim to costs and
3 attorneys' fees and expenses against Defendant or the Released Parties arising from or related to
4 the Actions.

5 **J. Settlement Administration**

6 1) Settlement Administrator's Duties in General. The Settlement
7 Administrator shall be responsible for: (a) processing the data provided by Defendant to be used
8 in calculating the Individual Settlement Payments; (b) preparing, printing, and mailing to the
9 Aggrieved Employees the PAGA Payment Letter (attached hereto as Exhibit "A"), as well as
10 following up with reasonable skip tracing; (c) calculating and mailing Individual Settlement
11 Payments to Aggrieved Employees; (d) filing any required federal and state tax forms and related
12 agency reporting, if applicable; (e) filing any required reports with the Court; and (f) all other
13 tasks described in this Agreement, as to which the Parties mutually agree, and/or which the Court
14 orders the Settlement Administrator to perform.

15 2) Delivery of the Aggrieved Employee List. Within fourteen (14) calendar
16 days after the Effective Date, Defendant will provide the Aggrieved Employee List to the
17 Settlement Administrator. The Administrator shall maintain the Employee List as private and
18 confidential and shall not disclose such data to any persons or entities other than Defendant's
19 Counsel. The Employee List is being supplied solely to be used for settlement notification and
20 settlement administration purposes, and shall not be used for any other purpose by the
21 Administrator. The Parties agree that the Employee List will not be used to solicit Aggrieved
22 Employees to file any claim, charge, or complaint of any kind whatsoever against Defendant or
23 any other Released Parties and will only be used to administer the Settlement under the terms
24 provided herein. The Employee List shall not be disclosed to Plaintiff's Counsel, except that
25 relevant information of individual Aggrieved Employees can be provided to Plaintiff's Counsel
26 if necessary for Plaintiff's Counsel to respond to inquiries or requests from individual Aggrieved
27 Employees. No later than three (3) days after receipt of the Employee List, the Administrator
28 shall notify counsel for the Parties that the information in the Employee List has been received.

1 3) Funding of the Gross Settlement Amount. Within thirty (30) calendar days
2 after the Effective Date, Defendant shall fund the Gross Settlement Amount by depositing it into
3 a settlement fund to be established by the Settlement Administrator. Defendant's obligation to
4 timely fund the settlement is conditioned upon the Settlement Administrator providing Defendant
5 and Defendant's counsel with wire instructions for depositing the Gross Settlement Amount and
6 verbally verifies the authenticity of those wire instructions with Defendant and Defendant's
7 counsel by a telephone call at least seven (7) calendar days prior to the date the transfer is due,
8 initiated by Defendant's counsel using the Settlement Administrator's telephone number
9 published on its known website.

10 4) Distribution of Settlement Payments. Within seven (7) calendar days after
11 Defendant deposits fully the Gross Settlement Amount into a settlement fund, the Settlement
12 Administrator will issue payments to: (a) the Aggrieved Employees; (b) the LWDA; (c)
13 Plaintiff's Counsel for the Plaintiffs' Counsel's Attorneys' Fees Payment and Plaintiff's
14 Counsel's Attorneys' Costs Payment; (d) Plaintiff for the Plaintiff's Enhancement Payment; and
15 (e) the Settlement Administrator for the Settlement Administration Costs. The Settlement
16 Administrator will mail Individual Settlement Payments to the Aggrieved Employees, along with
17 the PAGA Payment Letter (attached as Exhibit "A"), via regular First-Class U.S. Mail, using the
18 most current, known mailing addresses identified in the Aggrieved Employees List. The
19 Settlement Administrator will also issue a payment to itself for Court-approved services
20 performed in connection with the Settlement.

21 5) Reports Regarding Settlement Administration. The Settlement
22 Administrator will provide Defendant's Counsel and Plaintiff's Counsel reports regarding the
23 administration of the Settlement Agreement as needed or requested.

24 6) Procedures for Uncashed Checks. Checks for Individual Settlement
25 Payments shall be negotiable for one hundred eighty (180) calendar days from the date of their
26 issuance. If a check is returned to the Settlement Administrator as undeliverable during the 180-
27 day period, the Settlement Administrator shall take all reasonable efforts to identify the
28 Aggrieved Employee's correct address, including the performance of a "skip-trace." If an

1 updated address can be identified, the Settlement Administrator shall issue another check to the
2 Aggrieved Employee and mail it to the Aggrieved Employee at his or her updated address. An
3 Aggrieved Employee who failed to receive their Individual Settlement Payment check despite
4 the procedures described herein shall nevertheless remain bound by the Settlement and the
5 release of the PAGA Released Claims contained herein. The funds represented by Individual
6 Settlement Payment checks remaining uncashed for more than 180 days after issuance
7 (collectively, the “Uncashed Settlement Checks”) shall be canceled and funds associated with
8 such checks shall be transmitted to the California State Controller’s Office, Unclaimed Property
9 Division in the name of each Aggrieved Employee thereby leaving no unpaid residue pursuant
10 to the requirements of Code of Civil Procedure section 384.

11 7) Notice to the LWDA. Before or concurrent with Plaintiff’s filing of this
12 Agreement for approval, Plaintiff’s Counsel will send this Agreement to the LWDA pursuant to
13 Section 2699(1)(2) of the California Labor Code. Plaintiff or Plaintiff’s Counsel will also file a
14 declaration in support of the motion for Settlement Approval confirming that he has submitted
15 the Settlement to the LWDA in compliance with Labor Code § 2699(1). Upon entry of judgment
16 by the Court, Plaintiff’s Counsel shall submit a copy of the judgment to the LWDA.

17 8) Declaration of Payment. After the 180-day period for the cashing of the
18 Individual Settlement Payments has elapsed, the Settlement Administrator shall prepare a
19 declaration of payment stating that all payments required under the Settlement have been made.
20 Plaintiff’s Counsel shall file the Settlement Administrator’s declaration with the Court if
21 requested by the Court.

22 9) Declaration Regarding Uncashed Settlement Check Funds. Within ten
23 (10) calendar days after the date the Settlement Administrator transfers the total amount of funds
24 represented by the Uncashed Settlement Checks to the Unclaimed Property Division, the
25 Settlement Administrator will prepare a declaration stating the total amount of funds represented
26 by the Uncashed Settlement Checks and confirming that the procedures for the treatment of
27 Uncashed Settlement Checks established by this Agreement have been followed. Plaintiff’s
28

Counsel shall file the Settlement Administrator's declaration with the Court if requested by the Court.

K. Miscellaneous Provisions

1) Acknowledgement that the Settlement is Fair, Adequate, and Reasonable.

The Parties and their respective counsel believe that this Settlement is a fair, adequate, and reasonable settlement of the Actions, and they have arrived at this Settlement through arm's-length negotiations, taking into account all relevant factors, present and potential.

2) Increase in Pay Periods. Defendant represents that the total of number of Pay Periods is estimated to be 9,727. If the actual number of Pay Periods during the PAGA Period exceeds 9,727 by more than 10% (i.e., greater than 10,700 Pay Periods), the Gross Settlement Amount shall be increased by the same number of percentage points above 10%. For example, if the actual number of Pay Periods is determined to be 15% higher than this estimate, the Gross Settlement Amount shall be increased by 5%. As an alternative to paying an increased Gross Settlement Amount, Defendant may elect to shorten the PAGA Period so that it ends at the time the number of Pay Periods reaches 10,700 Pay Periods. In the event that the number of Pay Periods exceeds 10,700 and Defendant elects to shorten the PAGA Period, Defendant must notify Plaintiff of this election within fourteen (14) calendar days of receiving sufficient information that the number of Pay Periods exceeds 10,700.

3) Mutual Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. Such cooperation shall include, but is not limited to, the execution of such other documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of this Settlement or as requested by the Court. The Parties shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by Court Order, or otherwise, to effectuate this Agreement and the terms set forth herein.

4) Motion for Approval. Plaintiff's Counsel shall be responsible for expeditiously finalizing and filing the motion for approval of this Settlement after the full execution of this Settlement Agreement and, if necessary, obtaining soonest available hearing

1 date for the motion and appearing in Court to advocate in favor of the motion. Should this
2 Settlement Agreement be approved by the Court, Plaintiff's Counsel is responsible for delivering
3 the Court's Approval Order to the Administrator. Counsel shall endeavor in good faith to provide
4 copies of the motion for approval of this Settlement to Counsel prior to filing it with the Court.
5 The Parties agree to provide any and all notices to the LWDA required to effectuate this
6 Settlement, including but not limited to the notice required by California Labor Code section
7 2699 subdivision (1)(2).

8 5) No Admissions by the Parties. Plaintiff has claimed and continues to claim
9 that the PAGA Released Claims have merit and give rise to liability on the part of Defendant.
10 Defendant claims that the PAGA Released Claims have no merit and do not give rise to liability.
11 This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and
12 no documents referred to herein and no action taken to carry out this Agreement shall constitute
13 an admission on behalf of Defendant of any form of liability or the accuracy of any allegation
14 made by Plaintiff or Plaintiff's Counsel.

15 6) Amendment or Modification. This Agreement, and any and all parts of it,
16 may be amended, modified, changed, or waived only by an express written instrument signed by
17 all Parties or their successors-in-interest.

18 7) Mutual Drafting of Agreement. The Parties agree that the terms of this
19 Agreement and the accompanying exhibits are the result of substantial, arm's-length
20 negotiations, and that this Agreement shall not be construed in favor of or against any of the
21 Parties by reason of the extent to which any of the Parties or their respective counsel participated
22 in the drafting of this Agreement.

23 8) Attorney Authorization. Counsel for the Parties warrant and represent that
24 they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action
25 required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its
26 terms, and to execute any other documents required to effectuate the terms of this Settlement.

27 9) Binding on Successors and Assigns. This Agreement is binding upon, and
28 inures to the benefit of, the Parties' successors and assigns.

1 10) Governing Law. This Agreement shall be governed by and interpreted
2 according to the laws of the State of California.

3 11) Exhibit(s) Incorporated by Reference. The terms of this Agreement
4 include the terms set forth in any attached exhibit(s), which are incorporated by reference as
5 though fully set forth herein. Any exhibit to this Agreement is an integral part of the Settlement.

6 12) Invalidity of Any Provision. The Parties request the Court that, before
7 declaring any provision of this Agreement invalid, the Court first attempts to construe the validity
8 of the provision(s) to the fullest extent possible consistent with applicable precedents so as to
9 define all provisions of this Settlement valid and enforceable.

10 13) Notices. Whenever this Agreement requires or contemplates that one of
11 the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-
12 day (excluding Saturdays, Sundays, and holidays) express delivery service addressed to the
13 address of the Party's counsel appearing in this Agreement.

14 14) Jurisdiction of the Court. The Parties agree that the Court shall retain
15 jurisdiction under Code of Civil Procedure section 664.6 with respect to the interpretation,
16 implementation, and enforcement of the terms of this Agreement and all orders and judgments
17 entered in connection therewith, and the Parties and their respective counsel hereto submit to the
18 jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement
19 embodied in this Agreement and all orders and judgments entered in connection therewith.

20 15) Binding Agreement. The Parties intend that this Agreement shall be fully
21 enforceable and binding on all Parties, and that it shall be admissible and subject to disclosure in
22 any proceeding solely to enforce its terms, notwithstanding any mediation confidentiality
23 provisions that otherwise might apply under federal or state law.

24 16) Attorney Fees, Costs, and Expenses. Unless either Party materially
25 breaches this Agreement, including any term regarding funding, and further efforts are necessary
26 from Counsel to remedy said breach, including, without limitation, moving the Court to enforce
27 the Agreement and except as otherwise specifically provided for herein, each party shall bear his
28 or its own attorney fees, costs, and expenses, taxable or otherwise, incurred by them in or arising

1 out of the Action and shall not seek reimbursement thereof from any other party to this Settlement
2 Agreement. In any suit or court action to enforce the terms of this Agreement, the prevailing
3 party shall be entitled to recover her or its attorney fees and costs.

4 17) Confidentiality. The parties and attorneys will keep the Settlement
5 confidential through approval of settlement. Thereafter, the Parties will agree to make no
6 comments to the media or otherwise publicize the terms of the Settlement. However, Plaintiff's
7 counsel shall only be allowed to discuss the Settlement with Aggrieved Employees, third-party
8 settlement administrators for the purpose of obtaining administration bids, and disclose the
9 Settlement to any Court for any matter for the of determining of Plaintiff's counsel's adequacy
10 as counsel. In response to any media inquiries, Plaintiff and Plaintiff's counsel will state that "the
11 case was resolved with Court approval." Plaintiff's Counsel shall not report the settlement or its
12 content in any medium or in any publication, shall not post or report anything regarding the
13 claims of Plaintiff or the Aggrieved Employees on their website, and shall not contact any
14 reporters or media regarding the settlement, the Actions, or their content. However, Plaintiff's
15 Counsel shall be permitted to post or report anything which would not identify Defendant by
16 name or in a manner which would not identify Defendant on their website. Nothing in this
17 provision is intended to prohibit: (i) Plaintiff from discussing this settlement with her spouse,
18 attorneys, or tax advisors; (ii) Plaintiff's counsel from citing the settlement in this case as
19 evidence supporting their competence as counsel in wage/hour and/or class action matters in
20 public court filings; or (iii) Plaintiff's counsel from communicating with the Plaintiff in this case,
21 discussions with Class Members regarding the settlement, the LWDA, the Settlement
22 Administrator, or with the Court in which this Action is pending.

23 18) Entire Agreement. This Agreement and any attached exhibits constitute
24 the entirety of the Parties' settlement terms as it pertains to this subject matter (*i.e.*, settlement
25 and release of the PAGA Released Claims by Aggrieved Employees). No other prior or
26 contemporaneous written or oral agreements may be deemed binding on the Parties as it pertains
27 to this limited subject matter.

28 ///

1 19) Counterparts. This Agreement may be executed in one or more
2 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
3 of the signature page, will be deemed to be one and the same instrument provided that counsel
4 for the Parties to this Agreement exchange among themselves copies or originals of the signed
5 counterparts.

6 20) Advice of Counsel. The Parties to this Agreement are represented by
7 competent counsel, and they have had an opportunity to consult with counsel. The Parties to this
8 Agreement agree that it reflects their good faith compromise of the claims raised in the Actions,
9 based upon their assessment of the mutual risks and costs of further litigation and the assessments
10 of their respective counsel.

11 21) Parties' Authority. The signatories to this Agreement, including any
12 person executing on behalf of a corporate signatory, warrant and represent that they are fully
13 authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions
14 of the Agreement.

15 **IT IS SO AGREED:**

16
17 Dated: Dec 6, 2024, 2024


Kaylen Cardenas (Dec 6, 2024 17:31 PST)
KAYLEN CARDENAS
Plaintiff

18
19
20 Dated: December 6, 2024


KERN VALLEYIDENCE OPCO, LLC
Defendant
By: _____
Its: _____

21
22
23
24 **AGREED AS TO FORM:**

25
26 Dated: December 6, 2024

Vedang J. Patel
DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff Kaylen Cardenas

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Dated: December 4, 2024



GRACE Y. HOROUPIAN
**Counsel for Defendant Kern Valleyidence
Opco, LLC**