

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this “Agreement”) is made by and between plaintiff Aurelio Landa (“Named Plaintiff” or “Class Representative”), individually and on behalf of the proposed class and the State of California pursuant to the California Private Attorneys General Act, and defendant Christopher Ranch LLC, (“Settling Defendant” or “Christopher Ranch”), (collectively, the “Parties”), by and through their respective counsel of record. The Parties hereby agree to the following Settlement, which if approved by the Court partially resolves the pending case *Landa v. Christopher Ranch, et. al.*, Santa Clara County Superior Court, Case No. 2015-1-CV-286346 (the “Action”), and fully resolves liability and other issues related to the pending case as between the Parties. This settlement does not affect or resolve the case as a whole as it relates to Defendant B&A International Farm Labor Services, Inc. (“B&A”), against whom default was entered by the Court on September 29, 2020.

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Action” means the lawsuit identified as: *AURELIO LANDA on behalf of himself and all others similarly situated v. CHRISTOPHER RANCH, LLC, a California Corporation, B & A INTERNATIONAL FARM LABOR SERVICES, INC. and DOES 1 through 20, inclusive*. Case No. 2015-1-CV-286346, filed in the Santa Clara County Superior Court on September 30, 2015.
- B. Settlement Class: “Christopher Ranch Subclass” or “CR Class” means, subject to the Court’s approval, a narrowed subclass of aggrieved workers as proposed and defined in the Memorandum of Understanding of May 20, 2021, consisting of those agricultural workers:
 - 1. Who belong to the subclass approved by the Court on December 17, 2020, as Global Class 2: “Former non-exempt field workers who were employed by Defendant B & A International Farm Labor Services, Inc. at Christopher Ranch locations in California from December 10, 2012, through October 3, 2015;”

AND

- 2. Whose names appear in the spreadsheet, referenced in the memorandum of understanding, entitled “CHRISTOPHER RANCH AB 1513 REPORT 15-13”, whose AB 1513 rest period check went uncashed, with checks Christopher Ranch previously subpoenaed from B&A’s bank being conclusive;

AND

3. Who are not among the group of B&A employees whose AB1513 payments were remitted by B&A to the Department of Industrial Relations (“DIR”). The individuals whose payments were remitted to the DIR are those whose names are listed on the document Bates-Stamped B&A/LANDA 5297-5328.
- C. “Class Counsel” means the law firms of Mallison & Martinez and Martinez, Aguila-socho & Lynch.
- D. “CR Class Member” is, subject to the Court’s approval, any former B&A employee who is part of the Settlement Class that defines the narrowed settlement class of aggrieved workers (Definition “B”, above).
- E. “Class Notice” means the Notice of Proposed Settlement of Class Action Lawsuit, which will be submitted by Plaintiff along with the Motion for Preliminary Approval and after Court approval, sent by the Settlement Administrator to CR Class Members.
- F. “Class Notice Packet” means the Class Notice and the Election Not to Participate in Settlement (“L”, below), which will be submitted by Plaintiff along with the Motion for Preliminary Approval (including Spanish-translated versions) and after Court approval, sent by the Settlement Administrator to CR Class Members.
- G. “Class Representative Payment” means the special payment of up to \$10,000 made to Plaintiff Aurelio Landa in his capacity as Class Representative to compensate him for initiating the Action, performing work in support of the Action, undertaking the risk of liability for attorneys’ fees and expenses in the event he was unsuccessful in the prosecution of the Action, for his general release of the Released Parties, and for settlement of his individual claims. Settling Defendant will not object to any request for such payments.
- H. “Court” means the California Superior Court for the County of Santa Clara.
- I. “Defense Counsel” means Marlene Muraco of Littler Mendelson, P.C.
- J. “Effective Date” of this Settlement Agreement shall mean seven (7) calendar days after *ALL* of the following conditions have been satisfied:
 1. Execution of this Settlement Agreement by all Parties, Class Counsel and Defense Counsel.
 2. Submission of this Settlement Agreement to the Court, along with appropriate motions and requests for approval of this Settlement Agreement by the Court.
 3. Preliminary Approval of the settlement by the Court.

4. Mailing of the Class Notice Packet to the CR Class Members in accordance with the Court's Order of Preliminary Approval.
 5. Expiration of the date as stated in the Class Notice by which CR Class Members must submit their "Election Not to Participate in Settlement" ("L", below) or any challenge to their anticipated Settlement Share ("Z" below).
 6. Final Approval and Judgment
 - a. A Final Approval Hearing, and entry of a written final order by the Court approving this Settlement Agreement and entering Final Judgment with respect to the Action.
 7. In the event an objection is filed to the Settlement by anyone, the 60-day appeal period has either run without the filing of any appeal, writ or other appellate challenge to the Settlement. If such a challenge is filed, the Settlement shall not be Effective until after final dismissal of any appeal, writ or challenge to the Settlement occurs upholding the Settlement. Under no circumstances shall the Settlement be effective pending challenges, writs or appeal of the Settlement.
- K. "Election Not to Participate in Settlement" means the opt-out form included in the Class Notice Packet, by which a Class Member may elect to exclude himself or herself from the Settlement. Plaintiff will draft and submit an Election Not to Participate in Settlement form to the Court along with the Motion for Preliminary Approval.
- L. Fees and Costs: "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts awarded to Class Counsel by the Court to compensate them for, respectively, their attorneys' fees and litigation expenses incurred in connection with the Action, including their pre-filing investigation, their filing of the Action and all related litigation activities, this Settlement, and all post-Settlement compliance and approval procedures.
- M. "Final Approval Hearing" means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement.
- N. "Final Approval Order" and "Order of Final Approval" mean an order finally and unconditionally granting Final Approval of this Settlement Agreement, entering final judgment with respect to the Action, and authorizing payments to the Settlement Administrator, the Participating Class Members, and Class Counsel as provided in this Settlement Agreement.
- O. "Gross Settlement Amount" means the payment of Eight Hundred Thousand Dollars (\$800,000.00) by Christopher Ranch to the Qualified Settlement Fund to finally settle claims against it in the Action.

- P. “Judgment” means the Order of Final Judgment and Dismissal with Prejudice entered by the Court. The Parties will draft and submit a proposed Judgment to the Court along with the Motion for Final Approval in the Action.
- Q. “Net Settlement Amount” means the Gross Settlement Amount of \$800,000.00 (Eight Hundred Thousand Dollars and No Cents) paid by Settling Defendant, less: (i) the payment to the LWDA of \$37,500 (75% of \$50,000)), as described herein and approved by the Court; (ii) the Class Representative Payment, as described herein and approved by the Court; (iv) the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, as described herein and approved by the Court; (v) the Settlement Administrator’s reasonable fees and expenses, as described herein and approved by the Court; and (vi) any other fees or expenses (other than attorneys’ fees and expenses) incurred in implementing the terms and conditions of this Agreement and securing dismissal of the Action as awarded by the Court.
- R. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
- S. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
- T. “Pay Periods” means for each Class Member the pay periods during which the Class Member worked for Defendant B&A International Farm Labor Services, Inc. at Christopher Ranch locations in California during the Settlement Class Period.
- U. “Preliminary Approval of the Settlement” means the Court’s order of preliminary approval of the Settlement without material change.
- V. “Qualified Settlement Fund” (“QSF”) an interest-bearing account created by the Settlement Administrator within twenty (20) days of the Court issuing an order granting Final Approval of the Settlement into which the Final Settlement Payment of \$800,000 (Eight-Hundred-Thousand Dollars) will be deposited by Settling Defendant and from which settlement monies will be distributed in accord with this Agreement.
- W. “Released Parties” collectively means: i) Defendants Christopher Ranch, LLC and B&A International Farm Labor Services, Inc.; ii) each Defendant’s past and present parents, subsidiaries and any corporation, limited liability company, partnership, trust, foundation and non-profit entity which controls, is controlled by, or is under common control with a Defendant; iii) the past and present shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, and successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

- X. “Safe Harbor Payment” means the AB 1513 safe harbor payment of \$345,543.50 (Three Hundred and Forty-Five Thousand, Five Hundred and Forty-Three Dollars and Fifty Cents) made by Defendant Christopher Ranch in December 2016 to those employees of B&A who had performed services for Christopher Ranch between July 1, 2012 and December 31, 2015.
- Y. “Settlement” means the disposition of the Action as between the Parties and all related claims effectuated by this Agreement.
- Z. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Court to provide notice of this proposed class action settlement to the Class and to perform other related functions to administer the Settlement as described herein.
- AA. “Settlement Class Period” means the period of time from December 10, 2012, through October 3, 2015, for class members who were employed by Defendant B&A International Farm Labor Services, Inc. at Christopher Ranch locations in California.
- BB. “Settlement Share” means each Class Member’s calculated share of the Net Settlement Amount as provided by this Agreement, prior to any secondary or pro-rata distribution of uncashed settlement checks.

II. RECITALS

- A. Plaintiff Aurelio Landa filed a class action complaint and Private Attorneys General Act (PAGA) enforcement action in this Action in the California Superior Court for the County of Santa Clara (Case No. 115CV286346) on September 30, 2015, against Defendants B&A and Christopher Ranch LLC. Plaintiff Aurelio Landa’s complaint alleges six separate causes of action against Defendants B&A and Christopher Ranch for: 1) Failure to pay minimum wages; 2) Failure to provide timely and complete rest periods or pay additional wages in lieu thereof; 3) Failure to pay wages of terminated or resigned employees; 4) Knowing and intentional failure to comply with itemized employee wage statement provisions; 6) Violation of Unfair Competition Law; 7) Private Attorneys General Act (Labor Code § 2699 et seq.).
- B. In connection with the Action, Defendants produced documents, including payroll and timekeeping records for Class Members during the Class Period. Class Counsel engaged in extensive review of these records.
- C. On May 20, 2021, the Parties participated in a mediation session with mediator Mark S. Rudy and reached agreement on terms to resolve all claims related to Christopher Ranch LLC in this Action. This Agreement replaces any other agreements, understandings, or representations between the Parties, and is fully admissible to prove the terms and conditions of the Settlement.

- D. Class Counsel has conducted a thorough investigation into the facts of the Action. Based on the foregoing discovery and their own independent investigation and evaluation, Class Counsel and the Class Representative are of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interest of the Class, in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Settling Defendant, and potential appellate issues.
- E. It is the mutual desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims against Defendant Christopher Ranch LLC raised in or related in any way to the Action. In order to achieve a full and complete release of the released persons, the Class, including Plaintiff and each Participating Class Member, acknowledge that this Settlement is intended to include and resolve all claims against Defendant Christopher Ranch arising from or related to the Action as more fully set forth in section III.G of this Agreement.
- F. This Agreement does not settle, compromise or discharge any dispute or claim against Defendant B&A raised in or related to the Action, other than those claims arising from work that was performed at Christopher Ranch locations from December 10, 2012, through October 3, 2015.
- G. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Settling Defendant that the claims in the Action of Plaintiff or the Class have merit or that Settling Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Settling Defendant's defenses in the Action have merit. Settling Defendant denies each and all of the claims alleged by Plaintiff in the Action. Nevertheless, Settling Defendant has taken into account the uncertainty and risks inherent in any litigation and has also concluded that further defense of the Action would be protracted and expensive. Settling Defendant, therefore, has determined that it is desirable and beneficial that the Action be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

Based on these Recitals, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, and in consideration for settlement of the Action and the release of claims of the Class against Defendant Christopher Ranch LLC, Defendant Christopher Ranch agrees to pay Eight Hundred Thousand Dollars (\$800,000.00) as the Gross Settlement Amount as defined in Section I.O. above. The Gross Settlement Amount is made in addition to the Safe Harbor Payment of \$345,543.50 (Three Hundred and Forty-Five Thousand, Five Hundred and Forty-Three Dollars and Fifty Cents) made by Defendant Christopher Ranch in December 2016. The Gross Settlement Amount will be disbursed from the Qualified Settlement Fund ("QSF") pursuant to this Agreement. None of the Gross Settlement Amount of \$800,000

(Eight Hundred Thousand Dollars) to be paid by Defendant Christopher Ranch pursuant to this Agreement will revert to Settling Defendant. Defendant Christopher Ranch shall pay the Gross Settlement Amount of \$800,000 (Eight-Hundred-Thousand Dollars) into the Qualified Settlement Fund created by the Settlement Administrator within thirty (30) days of the Effective Date. The Claims Administrator shall handle such monies pursuant to the terms of the Settlement.

B. Gross Settlement Amount Funding of the Qualified Settlement Fund: Subject to the terms and conditions of this Agreement, Defendant Christopher Ranch shall pay, and the Settlement Administrator shall accept payment as follows:

1. **Maximum Amount to be Paid.** Settling Defendant shall be obligated to pay the Gross Settlement Amount of \$800,000 (Eight-Hundred-Thousand Dollars) which shall also be the Maximum Amount to be Paid by Defendant for any and all purposes under this Agreement. In no event will Settling Defendant be obligated to pay any additional amount for the Gross Settlement Amount unless \$800,000 (Eight-Hundred-Thousand Dollars) is not paid into the QSF created by the Settlement Administrator as set forth in Section III.A. herein, in which case the amount owed as the Gross Settlement Amount will begin to incur interest as set forth in Section III.B.2 herein.
2. Settling Defendant shall pay the Gross Settlement Amount of \$800,000 (Eight-Hundred-Thousand Dollars) into the QSF within thirty (30) days of the Effective Date of this Agreement. Any portion of the Final Settlement Payment of \$800,000 (Eight-Hundred-Thousand Dollars) made later than thirty (30) days after the Effective Date of this Agreement, will incur interest at the statutory rate for a judgment for wage under California law. Any such interest accrued will be distributed pro rata to Participating Class Members or otherwise as the Court directs. Settling Defendant shall have no power over transferred funds, or to alter this schedule, absent court order.

C. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount subject to timing as directed by counsel for the Parties and/or the court:

1. **To Class Representative:** In addition to the amounts determined to be due to Named Plaintiff as a Participating Class Member under this Settlement Agreement, the Class Representative/Named Plaintiff will apply to the Court for an award of up to Ten-Thousand United States Dollars (\$10,000) ("Class Representative Payment"), to be paid out of the Gross Settlement Amount. Settling Defendant will not oppose a Class Representative Payment of up to \$10,000 for Plaintiff. The Settlement Administrator will pay the Class Representative Payment approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Payment of less than \$10,000 for Plaintiff, the remainder will be retained in

the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Payment and instead a Form 1099 will be issued to Plaintiff by the Settlement Administrator reflecting the Class Representative Payment.

2. **To Class Counsel:** In consideration for settling this matter and in exchange for the Settled Claims, Settling Defendant will not oppose Class Counsel's application to the Court for an award of not more than 40% of the Gross Settlement Amount, plus an additional amount for the Class Counsel Litigation Expenses Payment, which Class Counsel estimates to be approximately \$60,000.00 (Sixty Thousand Dollars). Class Counsel reserves the right to apply for an award of fees that exceeds 40% of the Gross Settlement Amount (*e.g.*, an award based upon a percentage of the combined Gross Settlement Amount and Safe Harbor Payment). Should Class Counsel do so, the Settling Defendant reserves the right to oppose that portion of the requested fee award that exceeds \$320,000 (40% of the Gross Settlement Amount)). The ultimate amount of any award for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment is to be determined by the Court, and Settling Defendant is not agreeing to pay any specific amount other than the amount awarded by the Court. Class Counsel will submit an application for fees, costs, and expenses to the Court for approval prior to the date of the hearing for Final Approval of the Settlement. The Settlement Administrator will pay the amount approved by the Court out of the QSF. If the Court approves a Class Counsel Fees Payment of less than the amount requested by Class Counsel or a Class Counsel Litigation Expenses Payment of less than Class Counsel's request, any remaining funds will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Counsel Fees and Expenses Payments, and instead one or more Forms 1099 will be issued by the Settlement Administrator to Class Counsel with respect to those payments.
 - a. The parties agree that, over and above the total amount of the Court-approved award for the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, Plaintiff and Settling Defendant shall each bear their own fees and costs incurred by them or arising out of this Action; the negotiation, execution, or implementation of this Settlement; and/or the process of obtaining, administering or challenging an order granting preliminary approval or final order and judgment. The Parties will not seek reimbursement of any such fees and/or costs from any party to this Settlement Agreement or the Released Parties.
 - b. Any order, finding, ruling, holding or proceeding relating to any such applications for an award for the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, or any separate

appeal from any separate order, finding, ruling, holding, or proceeding relating to them or reversal or modification of them, shall not operate to terminate or cancel this Settlement or otherwise affect or delay the finality of the final order and judgment or this Settlement.

- c. All claims for attorneys' fees and costs that Class Counsel and Plaintiff may possess against Defendant Christopher Ranch have been compromised and resolved in this Settlement and shall not be affected by any appeal that Class Counsel may file.
- d. Class Counsel shall be solely responsible for the division and distribution of any and all Court-approved awards for the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment. Class Counsel agrees to release Defendant Christopher Ranch and the Released Parties from any responsibility for and liability arising out of or related to the division and distribution of any Court-approved Class Counsel Award. Class Counsel agrees to assume all responsibility for the payment of any liens asserted by any former attorneys in its firm and agrees to indemnify and hold harmless Settling Defendant for any such lien.

- 3. **To the Labor and Workforce Development Agency (LWDA).** The Parties agree that \$50,000.00 ("PAGA Settlement Amount") of the Class Settlement Amount shall be allocated to the resolution of any Class Member claims arising under the California Labor Code Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq., "PAGA"). Pursuant to PAGA, seventy five percent (75%) of the PAGA Settlement Amount shall be paid to the California Labor and Workforce Development Agency (\$37,500), and twenty-five percent (25%) of the PAGA Settlement Amount shall be distributed to Class Members (\$12,500). The Parties will apply to the Court for a payment out of the Gross Settlement Amount to the LWDA of up to \$50,000 (the "LWDA Payment") as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to PAGA. If the Court approves an LWDA Payment of less than \$50,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Pursuant to California Labor Code §2699(1)(2), settlement of a PAGA action must be approved by the Court and a copy of the proposed settlement will be provided to the LWDA at the same time that it is submitted to the Court. In the event the LWDA objects to the Settlement, the Parties will meet and confer with the Court and the LWDA to reach a penalty allocation acceptable to all Parties that does not materially alter the terms of this Settlement.

- 4. **To the Settlement Administrator.** The parties agree to pay a Settlement Administrator chosen by Class Counsel and approved by Defendant for its reasonable fees and expenses related to administering this Settlement,

including, but not limited to, printing, distributing, and tracking forms for this Settlement, calculating estimated amounts per Class Member, tax reporting, distributing all payments from the Qualified Settlement Fund, and providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, as requested by the Parties. The amount paid to the Settlement Administrator for its reasonable fees and expenses will be paid out of the Qualified Settlement Fund. Every effort will be undertaken to minimize this cost and the Settlement Administrator will ensure proper notice and administration of the fund.

- D. **Responsibility for Taxes.** No portion of Participating Class Members' settlement proceeds constitute wages; thus, Defendant Christopher Ranch will not be separately responsible for any employer payroll taxes, such as the employer FICA, FUTA, and SDI contributions. Each Participating Class Member, the Class Representative, and Class Counsel shall be responsible for any tax liability accruing from payments received by each under the terms of this Settlement.
- E. **Settlement Share.** Subject to the terms and conditions of this Agreement, within ten (10) business days of date on which the Gross Settlement Amount is paid by Settling Defendant into the QSF, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Class Member who does not submit a timely and valid Election Not to Participate in Settlement.
1. **Calculation.** After deducting the Class Representative Payment, Class Counsel Fees and Litigation Expenses payments, payments to the LWDA, and the Settlement Administrator's fees and expenses, each Participating Class Member shall be eligible to receive a tiered pro rata share of the balance of the Net Settlement Amount. The settlement payments will be reduced by any required legal deductions for each Participating Class Member. The Settlement Share for each Participating Class Member will be based on (a) the amount of money that Participating Class Member was scheduled by B&A to receive as a result of work performed for Christopher Ranch, as reflected in the spreadsheet entitled "CHRISTOPHER RANCH AB 1513 REPORT 13-15," which was produced by Settling Defendant during the litigation of this matter (the "Report") (b) divided by the aggregate amount the Report called for B&A to pay all Participating Class Members (c) multiplied by the value of the Net Settlement Amount.
 2. **Settlement Payment Allocation.** All Settlement Shares will be allocated as interest and statutory penalties, which shall be reported on an IRS Form 1099 by the Settlement Administrator. The Settlement Administrator shall provide each Participating Class Member with appropriate documentation setting forth the amount of any deductions in accordance with state and federal law.

3. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share. Their shares will be redistributed to Participating Class Members on a *pro rata* basis.
 4. **Tax Obligations.** Each Party and Participating Class Member will be responsible for his, her, or its own tax obligations. The Parties agree and understand that Settling Defendant has not made any representations regarding the tax obligations or consequences, if any, related to this Settlement. The Parties agree that Settling Defendant and each Participating Class Member is solely responsible for determining the tax consequences of payments made pursuant to this Settlement and for paying taxes, if any, which are determined to be owed by each of them or on such payments (including penalties and interest related thereto) by any taxing authority, whether state, local, or federal.
 5. **No Reversion.** Participating Class Members are entitled to 100% of the Net Settlement Amount. Settling Defendant maintains no reversionary right to any portion of the Final Payment Amount of \$800,000.00 made pursuant to this Agreement.
 6. **Uncashed Class Member Payments and Second Distribution.** Any uncashed settlement checks payable to Class Members remaining uncashed 60 days from the initial distribution will be voided by the Settlement Administrator and those funds distributed pro rata in a second and final distribution to those Class Members who did cash their settlement checks; provided that no Class Member shall receive a second payment that exceeds the first payment s/he received. Any excess in this regard will be distributed to the Cy Pres below.
 7. **Cy Pres.** Any final checks that remain uncashed after 90 days of the second distribution will be voided and the amount plus and any other amounts remaining in the QSF will be allocated to a suitable cy pres recipient following California's standards and approved by the Court.
- F. **Procedure for Approving Settlement.** The Parties stipulate and agree to the following schedule and procedures for obtaining the Court's approval of the settlement, including seeking certification of those subclasses not previously certified by the Court for purposes of settlement, notifying the Class, and processing all benefits provided under this Settlement Agreement:
1. **Motion for Preliminary Approval of Settlement by the Court.**
 - a. Plaintiff will move the Court for (collectively, "Motion for Preliminary Approval):
 - (i) Conditional certification of a Class pursuant to California Code of Civil Procedure Section 382. Solely for settlement purposes, Plaintiff agrees to seek, and Settling Defendant

consents to, a modification by the Court of the certification of Global Class 2 to narrow such Class to the definition in section I.C of this Agreement (above), including the dismissal without prejudice of the claims of any members of the original certified Global Class 2 now excluded from the CR Class.

- (ii) Plaintiff will seek Preliminary approval of the terms of this Settlement.
 - (iii) Approval of the CR Class Notice Packet, settlement procedure, and appointment of the Settlement Administrator.
 - (iv) Scheduling of a Final Approval Hearing on the question of whether the terms of this Settlement should be finally approved as fair, reasonable, and adequate as to Plaintiff and the CR Class Members.
- b. Class Counsel shall provide Settling Defendant with a reasonable opportunity to review this motion and exhibits thereto before they are filed with the Court. Settling Defendant will not oppose said motion, so long as the motion and supporting papers are consistent with the terms of this Settlement Agreement.
 - c. The Parties have agreed to the certification of the class identified in Section I.C. for the sole purpose of effectuating this Settlement. The conditional certification of the class identified in Section I.C shall be binding only with respect to the settlement of this Action as between the Parties, with no effect on any claims related to Defendant B&A, other than as specified herein. In the event that this Settlement Agreement is cancelled pursuant to its terms, or not approved by the Court, or should Judgment not become final, the certification of this class shall be vacated, the Action shall proceed as though the class certification of December 17, 2020 of Global Class 2 had never been modified, this Settlement Agreement shall be of no force or effect and the fact that the Parties were willing to stipulate to certification of this class as part of the Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether either or any class should be certified in a non-settlement context in this Action or any other action, and in any of those events Settling Defendant expressly reserves the right to oppose class certification, as well as the right to seek decertification of the class.
 - d. In the event that the terms or conditions of this Settlement, other than the terms pertaining to the Class Counsel Award and/or Class

Representative Payment, are materially modified by any court, any party in its sole discretion to be exercised within fourteen (14) days after an Order containing such a material modification has been filed may declare this Settlement null and void by giving notice, in writing, to counsel for all other Parties and to the Court. For purposes of this subparagraph, material modifications include but are not limited to any modification to the definitions or numbers of the Class Members, Gross Settlement Amount, Settlement Class Period, Released Parties, or Released Claims identified within this Agreement.

- e. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear and support the granting of the motion, so long as the motion and supporting papers are consistent with the terms of this Settlement Agreement. Class Counsel will draft and submit with the Motion for Preliminary Approval, a Proposed Order Granting Preliminary Approval of Settlement and Setting Hearing for Final Approval of Settlement.

- 2. **Confidentiality Preceding Preliminary Approval.** The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount or terms of the Settlement prior to preliminary approval. In addition, the Parties and their counsel agree that they will not engage in any advertising or distribute marketing materials relating to the Settlement of this case prior to the filing of the motion for preliminary approval, including but not limited to any postings on any websites maintained by Class Counsel. Any communication about the Settlement to Class Members prior to the court approved mailing will be limited to a statement that a settlement has been reached and the details will be communicated in a forthcoming Court-approved notice. This provision will not prevent Class Counsel from communicating with Class Members in a manner necessary to carry out Counsel's professional obligations pursuant to the Rules of Professional Conduct.

- 3. **Notice to Class Members.** If the Court enters an Order granting Preliminary Approval of the Settlement, every CR Class Member, who can be located, will be provided with the Class Notice Packet (which will include the Class Notice completed to reflect the order granting Preliminary Approval of the Settlement and each Class Member's estimated Settlement Share based on his or her Class Data) as follows:

- a. **Notice Packet.** Plaintiff will prepare the Class Notice and Election Not to Participate in Settlement, for Defendant Christopher Ranch's review and approval, which Plaintiff will then submit to the Court for approval with the Motion for Preliminary Approval. The Notice will include, non-exclusively, information regarding the nature of

the Action; a summary of the substance of the Settlement's terms; the Class definition; the procedure for submitting Elections Not to Participate in Settlement; the procedure for objecting to the Settlement, the date for the Final Approval hearing; and the formula used for the Individual Settlement Payments. The Notice shall include the Class Member's estimated Individual Settlement Payment.

- b. **Settlement Administrator.** The parties agree that the Settlement Administrator shall have the authority to establish and maintain an interest-bearing Qualified Settlement Fund, mail the Notice; process opt outs ("Elections Not to Participate in Settlement") and objections; and disburse sums from the Qualified Settlement Fund.
- c. **Challenge Class Data.** Class Members have a right to challenge the Class Data as described below and will receive information in his class notice for that purpose.
- d. **Objections.** To object to the Settlement, a Class Member must file with the Court and serve a written objection (along with any supporting documents) on all parties, not later than 60 calendar days after the Notice is mailed. The written objection must set forth, in clear and concise terms, the legal and factual arguments supporting the objection. Class Members who fail to make objections in this manner shall be deemed to have waived any and all objections and shall be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement or this Settlement Agreement. Class Members who timely submit a written objection have the option to appear at the Final Approval Hearing, either in person or through their own counsel. To appear, Class Members must include a statement about the intent to appear at the Final Approval Hearing ("Notice of Intention to Appear") in the objection. No Class Member shall be entitled to be heard at the Final Approval Hearing without permission of the Court unless the Class Member includes the Notice of Intention to Appear. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing.
- e. **Provision of Class Member Names:** Within fourteen (14) calendar days of Preliminary Approval of the Settlement, Settling Defendant shall provide the Settlement Administrator and Class Counsel with the names, most recent known mailing address and telephone number, Social Security Number and the respective amount of money B&A was scheduled to pay each Class Member as per the Report in a readable Microsoft Office Excel spreadsheet (collectively "Class List and Data"). The Settlement Administrator

will then have an opportunity to review the data provided and to calculate each Class Member's estimated Settlement Share. If numerous and/or substantial inconsistencies or inaccuracies are discovered at any point, the Parties agree to jointly apply to the Court for an extension of the schedule provided herein to allow the Parties to resolve the inconsistencies or inaccuracies. The above-described information will be provided on a confidential basis, and the Settlement Administrator shall not use this information for any purpose other than the administration of this settlement in accordance with the terms of this Settlement Agreement. The Settlement Administrator shall not disclose the information to any third party. Notwithstanding the foregoing, the Settlement Administrator may disclose to Class Counsel any information reasonably necessary for Class Counsel to approve of the Settlement Administrator's settlement share calculations and determinations.

- f. Mailing of Notice. Within ten (10) calendar days after receipt of the Class List and Data, the Claims Administrator shall mail the Class Notice to Class Members via first-class regular U.S. Mail. Class Members will have 60 calendar days from the mailing of the Notice to submit Elections Not to Participate in Settlement or objections to the Settlement.
- g. Class List and Data Confirmation Checks. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, to update and correct for any known or identifiable address changes. If a new address is obtained by a way of a returned Notice, then the Settlement Administrator shall promptly forward the original Notice to the updated address via first-class regular U.S. Mail indicating on the original Notice the date of such remailing. Where a Notice is returned as undeliverable, without a forwarding address, the Settlement Administrator will perform a computer/SSN and "skiptrace" search to obtain an updated address. If no current address is located, the Class Notice for that individual will be deemed undeliverable. The Parties agree to cooperate with the Settlement Administrator to locate a more recent address for Class Members, where necessary. If the procedures herein are followed, Defendant, Class Counsel and the Settlement Administrator shall be deemed to have satisfied their obligation to provide the Class Notice to the Class.
- h. Class Member Disputes. If a Class Member disagrees with the number of pay periods used to calculate his or her estimated Settlement Share, the Class Member must complete and send a notice of dispute to the Settlement Administrator, together with any

supporting written documentation. Such documentation may consist of official records, pay stubs, weekly schedules or personal logs. To be considered, the notice of dispute and supporting written documentation must be received by the Settlement Administrator no later than thirty (30) calendar days after the postmark date of the Class Notice. The Settlement Administrator shall immediately notify Class Counsel and Defense Counsel of any such disputes by sharing with both Class Counsel and Defense Counsel the notice of dispute and any documentation submitted by a Class Member in support of his or her dispute. The Settlement Administrator shall make the final determination regarding the dispute based on the written documentation submitted by the Class Member and any materials submitted by Class Counsel and/or Defense Counsel within ten (10) calendar days of receipt of the notice of dispute and supporting written documentation, or no later than forty (40) calendar days after the postmark date of the Class Notice. The Settlement Administrator shall inform Class Counsel, Defense Counsel, and the Class Member of the final determination by a telephone call, followed by an email or regular U.S. Mail if no email for that Class Member is available.

- i. Certification of Opt-Outs. All Elections Not to Participate will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Settling Defendant's Counsel the Elections Not to Participate that were timely submitted.
 - j. Expiration of Settlement Checks. Any checks issued by the Claims Administrator to Class Members shall be negotiable for not less than 60 calendar days from issuance.
 - k. Declaration of Due Diligence. At least twenty-one (21) calendar days before the Final Approval Hearing, the Settlement Administrator shall prepare a declaration of due diligence and proof of mailing with regard to the mailing of the Class Notice, and any attempts by the Settlement Administrator to locate the members of the Class ("Due Diligence Declaration"), to Class Counsel and Defense Counsel for presentation to the Court. The Settlement Administrator will attach to the Due Diligence Declaration a report showing the name of each individual who submitted a timely and valid opt-out. Class Counsel shall be responsible for filing the Due Diligence Declaration with the Court.
4. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiff and Participating Class Members who did not timely submit an objection to or Election Not to Participate in the Settlement, and Settling Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment,

including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, a motion for relief and any extraordinary writ, and the Judgment therefore will become non-appellable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. This paragraph does not preclude Plaintiff or Class Counsel from appealing from a refusal by the Court to award the full Class Representative Payment, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment sought by them. Should Plaintiff or Class Counsel file such an appeal, the second distribution described in Section III.E.6 shall be delayed until the appeal is finally resolved, so as to avoid the need for, and associated expense of, a third distribution in the event that Plaintiff/Class Counsel fails to prevail on the appeal.

5. **Distribution to Class Members, Plaintiff and Class Counsel.** The occurrence of the Effective Date is a prerequisite to any distributions from the Qualified Settlement Fund. If all other conditions necessary for the Effective Date have been satisfied, the Settlement Administrator will release the total amount of payments due to Plaintiff, the LWDA, and Participating Class Members within seven (7) calendar days of Settling Defendant's deposit of the Gross Settlement Amount into the Qualified Settlement Fund. At or after this time, Class Counsel will determine the date of distribution of fees and/or costs to Class Counsel and the Settlement Administrator.
6. **Uncashed or Returned Settlement Share Checks.** The Settlement Administrator will provide notice to Class Counsel and Defense Counsel of any settlement checks returned as undeliverable and any settlement checks remaining un-cashed for more than 90 calendar days after issuance. The Settlement Administrator shall have responsibility to attempt to locate the impacted Class Members and re-issue checks with an expiration date 90 days following the re-issuing of the checks. In the event any Class Member cannot be located within 30 days of the expiration of the second settlement distribution checks, funds from those uncashed settlement check(s) will be distributed to a Cy Pres recipient approved by the Court within 90 days.
7. **Final Report by Settlement Administrator to Court.** Within seven (7) business days after final disbursement of all funds from the Qualified Settlement Fund, the Settlement Administrator will serve on the Parties and file with the Court a declaration providing a final report on the disbursements of all funds from the Settlement Amount.

G. Release of Claims.

1. **Plaintiff.** In consideration of his awarded Class Representative Payment, his portion of the Settlement Shares, and the other terms and conditions of

the Settlement, Plaintiff hereby fully and finally releases the Released Parties from any and all claims that he had, now has, or may have in the future, whether such claims are known or unknown, suspected or unsuspected, arising on or before the date on which he signs this Agreement. Plaintiff further expressly waives any rights against the Released Parties conferred upon him by California Civil Code section 1542, and expressly consents that this Agreement shall be given full force and effect according to all of its terms, including those terms relating to unknown and unsuspected claims, if any. Section 1542 provides as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff further agrees that:

- a. He shall not make any assignment of any claim released herein, and represents that no such assignment has been made;
 - b. He alone is responsible for the tax consequences, including any penalties or interest, relating to the payment of the Class Representative Payment; and
 - c. In the event that the Court denies, modifies, or reduces any request for a Class Representative Payment, he, his counsel and the Participating Class Members may not seek to modify, revoke, cancel, terminate, or void this Settlement Agreement and will not seek, request, or demand an increase in the Settlement Amount.
2. **Settling Defendant.** Settling Defendant hereby releases Plaintiff and his agents from any and all known claims, actions, rights, obligations or causes of action of any kind whatsoever Settling Defendant had or now has against Plaintiff, arising on or before the date on which Settling Defendant signs this Agreement.
 3. **Participating Class Members.** In consideration of Settling Defendant's payment of the Gross Settlement Amount and other terms and conditions of this Agreement, each Class Member who does not submit a timely and valid Election Not to Participate in this Settlement, shall, upon the Effective Date, be deemed to have released on behalf of their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors in interest and assigns, any and all claims against Settling Defendant and the other Released Parties, from any and all claims, rights, demands, liabilities obligations, penalties, costs, expenses, attorneys' fees, rights, damages, suits, indemnities, actions and causes of action of

every nature and description whatsoever in law, equity or otherwise, whether known or unknown, arising from, or related to, the same set of operative facts as those set forth or that could have been set forth in Plaintiff's Action against Settling Defendant. The Released Claims include all claims for unpaid wages, statutory penalties, civil penalties, interest, costs, and attorneys' fees.

4. **Release Binding on Participating Class Members.** The Parties intend that this Settlement Agreement, including the Release of Claims set forth in Section G.3, shall be binding on ALL Class Members who do not timely submit a valid Election Not to Participate in Settlement, whether or not they actually receive a payment pursuant to this Settlement Agreement. This Settlement Agreement shall constitute, and may be pleaded as, a complete and total defense to any Released Claims if raised in the future.

H. **Miscellaneous Terms.**

1. **No Admission of Liability.** Settling Defendant denies each and all of the claims alleged by Plaintiff and Class Members in the Action. In addition, Settling Defendant contends that it has complied with its obligations under Federal law and California state law. Neither this settlement, nor any document referred to or contemplated therein, nor any action taken to carry out this Settlement, is, may be construed as, or may be used as an admission, concession, or indication by or against Settling Defendant of any fault, wrongdoing or liability whatsoever. This Settlement and the fact that Plaintiff and Settling Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).
2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement other than the representations, warranties, covenants, and inducements expressly stated in this Agreement. All prior or contemporaneous agreements, understandings, and statements, whether oral or written, whether express or implied, and whether by a Party or a Party's counsel, are merged herein.
3. **Attorney Authorization.** Class Counsel and Settling Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Settling Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement.

4. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
5. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
6. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
7. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Settlement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Settlement and this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential and will so represent to the court. In addition, the mediator may execute a declaration supporting the Settlement and the reasonableness of this Settlement, and the Court may, in its discretion, contact the mediator to discuss the Settlement and whether or not the Settlement is fair and reasonable.
8. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
9. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Class:

Stan S. Mallison, Esq.
Hector R. Martinez, Esq.
MALLISON & MARTINEZ
1939 Harrison Street, Suite 730
Oakland, California 94612
Telephone: (510) 832-9999
Facsimile: (510) 832-1101

To Settling Defendant:

Marlene Muraco
LITTLER MENDELSON PC
50 W. San Fernando St., 7th Floor
San Jose, California 95113
Telephone: (408) 795-3435

Facsimile: (408) 288-5686

IN WITNESS WHEREOF, the undersigned Settling Parties and their duly authorized representatives of accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.



By: Aurelio Landa
Plaintiff

08-23-2021

Date

By: Robert Christopher,
Christopher Ranch, LLC

Date

APPROVED AS FORM,

MALLISON & MARTINEZ

Stan Mallison
Hector Martinez



By: Stan Mallison
Counsel for Plaintiff and the Class

8/23/2021

Date

LITTLER MENDELSON PC

Marlene Muraco

By: Marlene Muraco
Counsel for Defendant Christopher Ranch LLC

Date

Facsimile: (408) 288-5686

IN WITNESS WHEREOF, the undersigned Settling Parties and their duly authorized representatives of accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

By: Aurelio Landa
Plaintiff

Date


By: Robert Christopher, *General Counsel*
Christopher Ranch, LLC

August 26, 2021

Date

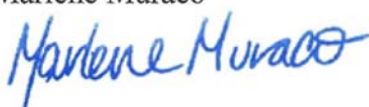
APPROVED AS FORM,

MALLISON & MARTINEZ
Stan Mallison
Hector Martinez

By: Stan Mallison
Counsel for Plaintiff and the Class

Date

LITTLER MENDELSON PC
Marlene Muraco



August 29, 2021

Date

By: Marlene Muraco
Counsel for Defendant Christopher Ranch LLC