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LOUISE FURMAN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

LOUISE FURMAN, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

THE LEMOS FAMILY FARM INC.; and
DOES 1 to 50, inclusive,

Defendants.

CASE NO.: 23CIV04280

*[Assigned for all purposes to the
Honorable Nicole S. Healy]*

STIPULATED SETTLEMENT

Complaint filed: September 12, 2023
Trial date: None set

1 Subject to final approval by the Court, this is a stipulated settlement of a class and
2 representative action (the “Agreement”). This Agreement is made by and between Plaintiff
3 Louise Furman (“Plaintiff”), individually, the “Settlement Class Members” (defined below),
4 and all “Aggrieved Employees” (defined below), on the one hand and Defendant The Lemos
5 Family Farm Inc. (“Defendant”), on the other.

6 **I. DEFINITIONS**

7 For ease of reference, this section defines some, but not all, terms used herein. Unless
8 otherwise defined, the following terms used in this Agreement shall have the meanings
9 ascribed to them as set forth below:

10 A. Action: *Louise Furman v. The Lemos Family Farm Inc., et al.*, Case No.
11 23CIV04280, originally filed September 12, 2023 in the San Mateo County
12 Superior Court, and encompasses, but is not limited to, all claims alleged in the
13 Operative Complaint, *infra*. (“**Action**”)

14 B. Aggrieved Employees: all Class Members, *infra*, employed during the PAGA
15 Period, *infra*, and eligible to participate in a settlement of the claims brought under
16 the Private Attorneys General Act of 2004 (“PAGA”) in the Action.

17 C. Attorneys’ Fees: Eighty-Six Thousand Six Hundred and Sixty-Six Dollars
18 (\$86,666.67), or one-third (1/3) of the Settlement Fund, *infra*, plus Class Counsel’s
19 expenses [an amount to be determined by Class Counsel’s (defined below) billing
20 statement], subject to the Court’s approval.

21 D. Claims Administration Expenses: Phoenix Class Action Administration Solutions
22 (“Phoenix” or the “Claims Administrator”), *infra*, will send the Class Notice, *infra*,
23 and Class Member, *infra*, payments by first-class mail. The postage and printing
24 costs for the Notices, and the postage costs for mailing the payments, shall be paid
25 out of the Settlement Fund. Any other administrative costs related to Class
26 Administration also will be paid out of the Settlement Fund.

27 E. Claims Administrator or Settlement Administrator: Phoenix will be responsible for
28 the administration of all class claims, including mailing the Class Notices, *infra*,

1 receiving and administering any opt-outs, receiving any objections, and printing
2 and mailing the settlement checks.

3 F. Class Counsel: Todd M. Friedman, Adrian R. Bacon, Meghan E. George and
4 Matthew R. Snyder, Law Offices of Todd M. Friedman, P.C., 21031 Ventura Blvd.,
5 Suite 340, Woodland Hills, CA 91364.

6 G. Class Members: all individuals who were employed by Defendant as a non-exempt
7 employee in California during the Class Period, *infra*.

8 H. Class Notice: the Notice of Class Action Settlement, mailed to all Class Members
9 as set forth herein. Notice will be mailed in Spanish.

10 I. Class Period: September 12, 2019 through the date of Preliminary Approval.

11 J. Court: San Mateo County Superior Court.

12 K. Defendant: The Lemos Family Farm Inc., the named defendant in the Action.

13 L. Defense Counsel: April S. Glatt and Natalia Cañas, Chauvel & Glatt, LLP, 66
14 Bovet Rd., Suite 280, San Mateo, CA 94402.

15 M. Effective Date: means the date by when both of the following have occurred: (a) the
16 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and
17 (b) the Judgment is final The Judgment is final as of the latest of the following
18 occurrences: (i) if no Participating Class Member objects to the Settlement, the day the
19 Court enters Judgment; (ii) if one or more Participating Class Members objects to the
20 Settlement, the day after the deadline for filing a notice of appeal from the Judgment;
21 or (iii) if a timely appeal from the Judgment is filed, the day after the appellate court
22 affirms the Judgment and issues a remittitur. .

23 N. Gross Settlement Amount (GSA): Two Hundred Sixty Thousand Dollars
24 (\$260,000).

25 O. Individual Settlement Share: the individual shares of the Net Settlement Amount,
26 *infra*, inclusive of any taxes withheld, that shall be paid to each Participating Class
27 Member, *infra*, the calculation of which is provided herein (Sec.III.E.5)
28

- 1 P. Net Settlement Amount (NSA): the Gross Settlement Amount, less the following
2 payments in the amounts approved by the Court: Plaintiff's Service Award (defined
3 below), Attorneys' Fees, Attorneys' Expenses, Claims Administration Expenses,
4 and the PAGA Allocation (defined below). The payment of employee and
5 employer-side taxes on the portion of the settlement shares earmarked as wages
6 shall be paid out of the Net Settlement Amount. Thus, the individual settlement
7 shares that are paid out of the Net Settlement Amount shall be reduced by the
8 employee's tax liability for the share.
- 9 Q. Operative Complaint: the Complaint filed in the Action in San Mateo County
10 Superior Court on September 12, 2023, Case No. 23-CIV-04280.
- 11 R. Opt Out / Objection Period: Class Members shall have sixty (60) days from the
12 date Class Notice is first mailed to object to or exclude themselves from the
13 Settlement. In the event of a re-emailing, the deadline shall be extended by an
14 additional 60 days. Neither party shall encourage any Class Member to object to
15 or opt out of the Settlement.
- 16 S. PAGA Allocation: Ten Thousand Dollars (\$10,000) for all outstanding PAGA
17 claims against Defendant, to be allocated as penalties under PAGA to Aggrieved
18 Employees, of which 75% shall go to the LWDA, and 25% shall go to the
19 Aggrieved Employees.
- 20 T. PAGA Period: December 21, 2021 through the date of the Preliminary Approval.
- 21 U. Participating Class Members: all Class Members who do not timely opt-out of the
22 Settlement.
- 23 V. Parties: Defendant, Plaintiff, and Participating Class Members.
- 24 W. Plaintiff: Louise Furman, the named plaintiff and class representative in the Action
25 and PAGA representative.
- 26 X. Preliminary Approval: Class Counsel shall draft and file a motion for preliminary
27 approval within ninety (90) days of execution of the Agreement.
28

- 1 Y. Qualifying Pay Periods: the total number of pay periods within the Class Period
2 during which a Class Member worked for Defendant based on Defendant's records,
3 excluding leaves of absence and vacation.
- 4 Z. Released Claims: Putative class members who do not opt out of the settlement will
5 release all known claims, demands, rights, liabilities, and/or causes of action
6 asserted at any time in the Action based on the facts or laws alleged in the
7 Complaint. Specifically, this includes any claims that during the Class Period and
8 or PAGA Period, Defendant had at any time: 1) failed to pay wages, including
9 minimum wages; 2) failed to pay overtime and/or double-time wages; 3) failed to
10 provide timely, full, and uninterrupted rest breaks or a penalty payment in lieu
11 thereof; 4) failed to provide timely, full, and uninterrupted meal periods or a
12 penalty payment in lieu thereof; 5) failed to provide recovery periods 6) failed to
13 provide accurate itemized wage statements; 7) failed timely to pay wages or pay
14 all wages due upon termination of employment; 8) failed to provide restitution for
15 unpaid sums; 9) failed to maintain accurate records; 10) violated the Unfair
16 Competition Law, Bus. & Prof. Code § 17200, *et seq.*; and 11) owed penalties
17 pursuant to PAGA, Labor Code § 2698, *et seq.*, including under Labor Code § 558,
18 predicated on any of the Labor Code sections identified in Plaintiff's PAGA Notice
19 letter and attached complaint thereto. This also includes claims for failure to pay for
20 pre- or post-shift work, failure to pay for commute time, failure to pay wage guaranteed
21 or wages at the agreed upon rate and/or failure to calculate wages due at the applicable
22 statutory and/or regular rate of pay or compensation, failure to pay wages semi-monthly
23 at designated times, failure to pay all wages due upon termination, failure to provide
24 and/ or maintain copies of accurate itemized wage statements, failure to maintain
25 records of hours worked and/or accurate payroll records, and/or for penalties (regardless
26 of the recipient), failure to provide meal periods, failure to provide rest periods, failure
27 to provide recovery periods, damages, interest, costs or attorneys' fees, and violations
28 of any local, state or federal law, whether for economic damages, non-economic

1 damages, liquidated, or punitive damages, restitution, tort, contract, equitable relief,
2 injunctive or declaratory relief, that occurred during the applicable Class Period and
3 arising from the facts that were alleged in the written notice sent to the Labor &
4 Workforce Development Agency pursuant to California Labor Code § 2699.3(a)(1) or
5 the Operative Complaint, including claims under any common laws, contract, Fair
6 Labor Standards Act (“FLSA”) the latter specifically evidenced by the cashing of their
7 payment provided pursuant to this settlement , the California Business & Professions
8 Code Sections 17200, *et seq.* (“UCL”) predicated on any act alleged in the complaint, ,
9 and the California Private Attorneys General Act of 2004, Labor Code Sections 2698, *et*
10 *seq.*, to the extent such facts are asserted in the PAGA notice. (collectively, the
11 “Released Claims”). Except as set forth above, Released Claims does not include
12 any other claims, including claims for vested benefits, wrongful termination,
13 violation of the Fair Employment and Housing Act, unemployment insurance,
14 disability, social security, workers’ compensation, or claims based on facts
15 occurring outside the Class Period. The period of the Released Claims for Class
16 Members shall cover the Class Period and for Aggrieved Employees the PAGA
17 Period. The Parties agree that the judgment, and release of claims provided herein,
18 shall have *res judicata* effect.

19 AA. Released Parties: Defendant and its past and present parent companies,
20 subsidiaries and affiliates, owners, and their respective present and former officers,
21 directors, stockholders, agents, employees, insurers, co-insurers, reinsurers,
22 attorneys, accountants, auditors, advisors, registered representatives, consultants,
23 pension and welfare benefit plans, plan fiduciaries, administrators, trustees,
24 partners, predecessors, successors, assigns, Robert Lemos, an individual, Frank
25 Lemos, an individual, and any other persons acting by, through, under, or in
26 concert with any of them.

27 BB. Service Award: Plaintiff shall seek a service award up to the amount of Five
28 Thousand Dollars (\$5,000), to be paid out of the Gross Settlement Amount subject

1 to Court Approval. The award is in addition to the Plaintiff's Individual Settlement
2 Share.

3 CC. Settlement: the disposition of the Action pursuant to this Agreement.

4 DD. Settlement Fund: if no objection to the Settlement is made, Defendant shall
5 provide the Gross Settlement Amount to the Claims Administrator within sixty (60
6 days from the Effective Date. The payment of all Individual Settlement Shares,
7 Claims Administration Expenses, Attorneys' Fees, Attorneys' Expenses, and
8 Service Awards, shall be made by the Claims Administrator to the Class, and Class
9 Counsel within fifteen (15) days of the date the Settlement was funded.

10 II. BACKGROUND

11 On September 12, 2023, Plaintiff filed a Class Action Complaint on behalf of herself
12 and all individuals who are currently and have been employed in California by Defendants as
13 a non-exempt seasonal employee during the Class Period, and whose working conditions are
14 not controlled by a collective bargaining agreement which the parties agreed to expand to all
15 nonexempt employees who worked for Defendant for, *inter alia*, Defendant's alleged failure
16 to pay premium wages for missed, late, and/or interrupted meal and rest periods, failure to
17 provide recovery periods, failure to pay regular wages, failure to pay premium wages for all
18 overtime hours worked, failure to provide accurate itemized wage statements, and failure to
19 pay all wages due upon termination. Plaintiff also alleged a cause of action under the Unfair
20 Competition Law ("UCL"), Bus. & Prof. Code § 17200, *et seq.*, arising from the alleged Labor
21 Code violations. Plaintiff's Complaint also included a cause of action under PAGA, Labor
22 Code § 2698, *et seq.*, on behalf of all aggrieved employees employed during the PAGA
23 Period.

24 The Parties agreed to attend private mediation. In advance of mediation, Defendant
25 provided Plaintiff's counsel with relevant information regarding the Class Members and the
26 Aggrieved Employees, including at least a ten percent (10%) sample of the Class Members
27 and Aggrieved Employees' timekeeping and payroll records, aggregate pay period data
28 broken down by year and number of pay periods worked by every employee employed during

1 the Class and PAGA Period. The information provided by Defendant demonstrated that the
2 Aggrieved Employees worked, on average, approximately 11 pay periods. On June 26, 2024,
3 after extensive investigation discovery by Plaintiff's counsel, the Parties participated in
4 mediation with Mr. John Adler of Judicate West. After a full day of negotiation and exchanges
5 of information, the Parties were unable to settle the matter but requested that Mr. Adler
6 provide them with a mediator's proposal. Mr. Adler provided his proposal the following
7 morning, Thursday, June 27, 2024, and the Parties all accepted Mr. Adler's proposal on
8 Friday, June 28, 2024.

9 Plaintiff and Class Counsel concluded, after taking into account the disputed factual
10 and legal issues involved in this Action, the risks attendant to further prosecution, the
11 discovery (interrogatories, production of documents, several meet & confers) conducted to
12 date, and the substantial benefits to be received pursuant to the proposed terms, that settlement
13 as set forth herein was in the best interests of the Class Members.

14 Plaintiff and Class Counsel are cognizant of problems they face with respect to their
15 burden of proof, many of which were discussed during the mediation and about which Mr.
16 Adler provided valuable insight. Plaintiff and Class Counsel believe that the Settlement is
17 fair and confers substantial benefits on the Class Members that include certain and meaningful
18 recovery in the near term. Defendant and Defense Counsel also concluded that there were
19 benefits associated with settling. Substantial amounts of time, energy, and resources of
20 Defendant have been and, unless this Settlement is made, will continue to be devoted to the
21 defense of the claims asserted by Plaintiffs. Based on the disputed factual and legal issues
22 involved in the Action, the risks attendant to further defense, the expense and burden of
23 protracted litigation, and Defendant's desire to put the controversy to rest, Defendant and
24 Defense Counsel believe that the Settlement on the terms hereinafter set forth is in
25 Defendant's best interest. With the mediator's assistance, therefore, the Parties determined
26 that the terms and conditions set forth in this Agreement are fair, adequate, and reasonable.
27 Nothing in this Stipulated Settlement is intended or should be construed as an admission by
28 Defendant that any of the allegations in the Action have merit or that Defendant has any liability

1 for any Claims asserted; nor should it be intended or construed as an admission by Plaintiff that
2 Defendant's defenses in the Action have merit.

3 5.1 This Settlement contemplates the entry of a Final Order approving settlement of
4 Class Action and discharge of all Parties and their respective counsel from liability for the
5 Released Claims. The Judgment and Final order shall have a res judicata effect and bar
6 Plaintiff and each Participating Class Member from bringing any action asserting Released
7 Claims. The Parties agree that class certification and representative treatment is for purposes
8 of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final
9 Approval or enter Judgment, Defendant reserves the right to contest certification of any class
10 for any reasons, and Defendant reserves all available defenses to the claims in the Action,
11 and Plaintiff reserves the right to move for class certification on any grounds available and
12 to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to
13 settle the Action will have no bearing on, and will not be admissible in connection with, any
14 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

16 **III. PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF** 17 **SETTLEMENT**

18 **Appointment of Claims Administrator.** Solely for the purposes of this Settlement,
19 the Parties stipulate and agree that Phoenix shall be retained to serve as Claims Administrator.
20 The Declaration of Jodey Lawrence of Behalf of Phoenix, articulating Phoenix's
21 qualifications to serve as Claims Administrator and Phoenix's quote, was filed by Class
22 Counsel on December 18, 2024. The Claims Administrator shall be responsible for preparing,
23 printing, (in English & Spanish) and mailing the Notice to the Putative Class Members;
24 keeping track of any objections or requests for exclusion from Class Members; performing
25 skip traces and re-mailing Notices and Individual Settlement Shares to Class Members;
26 calculating any and all payroll tax deductions as required by law; calculating each Class
27 Member's Individual Settlement Share; providing weekly status reports to Defendant's
28 Counsel and Class Counsel, which is to include updates on any objections or requests for

1 exclusion that have been received; providing a due diligence declaration for submission to
2 the Court prior to the Final Approval hearing; mailing Individual Settlement Shares to
3 Participating Class Members; distributing the Attorney Fee Award and Cost Award to Class
4 Counsel; printing and providing Class Members and Plaintiff with W-2s and 1099 forms as
5 required under this Agreement and applicable law; providing a due diligence declaration for
6 submission to the Superior Court upon the completion of the Settlement; providing any funds
7 remaining in the QSF as a result of uncashed checks to Bay Area Legal Aid of San Mateo
8 County, in the amounts directed per this Settlement, including the administration of related
9 tax reimbursements; and for such other tasks as the Parties mutually agree. The Parties each
10 represent that they do not have any financial interest in the Settlement Administrator or
11 otherwise have a relationship with the Settlement Administrator that could create a conflict
12 of interest. The Parties and their respective counsel shall take all steps that may be requested
13 by the Court relating to the approval and implementation of this Agreement and shall
14 otherwise use their respective best efforts to obtain Court approval and implement this
15 Agreement. The procedure for obtaining Court approval of and implementing this Agreement
16 shall be as follows:

17 **A. Preliminary Approval**

18 Class Counsel will submit this Agreement to the Court for Preliminary Approval. The
19 Court's Preliminary Approval of this Agreement shall be embodied in an Order Granting
20 Preliminary Approval of Class Action Settlement and PAGA Settlement, which shall include
21 the following: Certification of the Settlement Class for settlement purposes only; appointing
22 Class Counsel for settlement purposes only; setting the Final Fairness and Approval Hearing;
23 and approval for the Notice of Class Action Settlement, *infra*.

24 **B. Notice of Settlement to Class Members**

25 The Claims Administrator shall disseminate to Class Members, by first-class United
26 States mail as described in this Section III(B), the Class Notice and the Opt-Out form, which
27 the Parties will ask the Court to approve in the forms attached hereto as Exhibit A, and Exhibit
28 B ("Opt-Out form") both in English and Spanish.

1 1) Class Notice.

2 Notice shall be provided to Class Members in the following manner:

- 3 a. No later than twenty (20) days after the Court grants Preliminary
4 Approval of this Settlement, Defendant will provide the Claims
5 Administrator a confidential list of all Class Members (the “Class List”).
6 The Class List shall state the social security numbers and the last known
7 home address for each such Class Member. The Class List shall also
8 state the dates of employment worked by each such Class Member during
9 the Class Period and/or PAGA Period as indicated in Defendant’s
10 respective records and number of pay periods.
- 11 b. Within ten (10) days of receipt of the Class List from Defendant, the
12 Claims Administrator shall mail the Notice of Class Settlement
13 (“Notice”) and the Opt-Out form by First-Class United States mail,
14 postage prepaid, to the last known address of each Class Member, or, in
15 the case of Class Members known to be deceased, to the legal
16 representative of the estate. This Notice shall be written in English and
17 Spanish.
- 18 c. The Claims Administrator shall also mail, with the Notice of Class
19 Settlement, a Statement of Weeks Worked in the form attached hereto as
20 Exhibit C that will state the dates the recipient Class Member worked
21 during the Class and/or PAGA Period, as indicated in Defendant’s
22 records, and the pay periods that each Class Member worked during the
23 Class and/or PAGA Period.
- 24 d. With respect to those Class Members whose Notice of Class Settlement
25 is returned as undeliverable, the Claims Administrator shall promptly
26 attempt to obtain a valid mailing address by use of the Equifax NCOA
27 (“National Change of Address”) database search and skip trace. If
28 another address is identified, the Claims Administrator shall immediately

thereafter send the Class Notice and Opt-Out form by first class mail to the new address.

e. All costs associated with paying, processing and administering this Settlement, whether foreseen or not, shall be paid from the Gross Settlement Amount.

f. The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Notices mailed, the number of Notices returned as undeliverable, the number of Notices re-mailed, and the number of requests for exclusion or objections received.

2) Declaration of Compliance.

No later than thirty (30) days before the Final Fairness and Approval Hearing, the Claims Administrator shall provide Defense Counsel and Class Counsel with a Declaration attesting to completion of the notice process (except for any ongoing attempt to obtain valid mailing addresses for, and the re-sending of, any returned Class Notices), including the steps set forth in Section III(B) ("Declaration of Compliance"), which shall be filed with the Court by Class Counsel with the Final Approval Motion.

Compliance with the procedures described in this Section shall constitute due and sufficient notice to Class Members of this proposed Settlement and the Final Fairness and Approval Hearing, shall not be subject to objection or collateral attack by any person or entity, and shall satisfy the requirement of due process. Nothing else shall be required of, or done by, the Parties, Class Counsel, Defense Counsel, or the Claims Administrator to provide notice of the proposed Settlement and the Final Fairness and Approval Hearing.

C. Responses to Notice

This is an all-in, non-reversionary settlement, and each Class Member is entitled to receive an Individual Settlement Share, subject to the terms of this Agreement, without "opting in" to the settlement. Each Class Member has three (3) options: 1) do nothing, thereby

1 participating in the settlement and releasing the Released Claims and Released Parties as set
2 forth herein; 2) request to be excluded; or 3) object to the settlement.

3 1) Option 1: Do Nothing.

4 By doing nothing, the Class Member becomes a Participating Class Member and will
5 be entitled to participate in the settlement and receive his or her Individual Settlement Share
6 and will be deemed to have released the Released Claims as to the Released Parties.

7 2) Option 2: Request for Exclusion from Settlement.

8 Any person who receives a Notice of Class Settlement may request to be excluded
9 from the Class by submitting the postage pre-paid Opt-Out form (Exhibit B). Any such
10 request must be made in accordance with the terms set forth in the Class Notice and will be
11 timely only if postmarked no later than sixty (60) days after the date of mailing of the Class
12 Notice by the Claims Administrator (the “Response Deadline”). In the case of remailing, the
13 Response Deadline will be extended by an additional 60 days.

14 Any request for exclusion received that is postmarked after the Response Deadline
15 will be considered untimely and invalid. The Settlement Administrator will inform the Parties
16 of the late opt-out and the Settlement Administrator will send the Class Member a notice,
17 informing the Class Member his or her request for exclusion was untimely, invalid, and that
18 the Class Member remains included in the Settlement.

19 3) Option 3: Objections to Settlement.

20 Any Class Member wishing to object to the approval of this Settlement (“Objecting
21 Class Member”) shall inform the Claims Administrator in writing of his or her intent to object
22 (“Notice of Objection”) by following the procedure set forth in the Class Notice by the
23 Response Deadline, or such number of days as the Court shall specify, before the date of the
24 Final Fairness and Approval Hearing. The Notice of Objection must be signed by the
25 Objecting Class Member and state: (1) the name and case number of this matter and word
26 “notice of objection” or “Formal objection”; (2) the Objecting Class Member’s full name,
27 address, and telephone number; (3) the complete basis for the objection in clear and concise
28 terms as to why they are objection to the settlement, including all arguments, citations, and

evidence supporting the objection; and (4) whether the objector intends to appear at the Final Fairness and Approval Hearing (objectors may but are not required to attend the hearing).

By submitting a Notice of Objection, the Objecting Class Member will be deemed to have opted into the settlement and will be a Participating Class Member. Class Members may appear and speak at the Final Fairness and Approval Hearing regardless of whether they have submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Settlement Class Members who opt-out are not entitled to object to the Settlement. Any Objection must be submitted by the same timeline as set forth by the Response Deadline – sixty (60) days after the date of mailing of the Class Notice by the Claims Administrator, and in the case of remailing, the deadline will be extended by an additional 60 days.

4) Responses to Objections.

Counsel for the Parties shall file any response to the Notice of Objections submitted by Objecting Class Members at least five (5) court days before the date of the Final Fairness and Approval Hearing. In the event of a Notice of Objection, Class Counsel will defend the Settlement in good faith, and Defendant may submit responses.

D. Final Fairness and Approval Hearing

On the date set forth in the Order Granting Preliminary Approval, which shall be approximately ninety (90) days after the mailing of the Notice of Class Settlement, a Final Fairness and Approval Hearing shall be held before the Court in order to review this Agreement and to consider any timely objections made, if any, and all responses by the Parties to such objections and determine whether the Court should give its Final Approval. At the Final Fairness and Approval Hearing, the Parties shall ask the Court to give Final Approval to this Agreement. If the Parties' request for Final Approval is granted, a Judgment and Final Order Approving Settlement of Class Action substantially in the form attached hereto as Exhibit D ("Judgment and Final Order") shall be entered in the Action. Class Counsel shall

1 furnish a copy of the Judgment and Final Order to the Claims Administrator within two (2)
2 days of receipt of the Judgment and Final Order.

3 **E. Settlement Calculations and Procedures**

4 1) Settlement Amount and Uses.

5 The Gross Settlement Amount is Two Hundred Sixty Thousand Dollars (\$260,000)
6 and shall include and cover all payments available under this Agreement to the Settlement
7 Class (inclusive of wages, penalties, and interest), Attorneys' Fees in the amount equal to
8 one-third (1/3) of the Gross Settlement Amount (\$86,666.66) plus expenses, Claims
9 Administrator costs anticipated not to exceed \$7,900, the PAGA Allocation in the amount of
10 \$10,000 (with 75% going to the LWDA, and 25% going to Aggrieved Employees), a Service
11 Award to Plaintiff in the amount of no more than \$5,000.00, employee and employer side
12 payroll taxes required by law, including FICA, FUTA, and SDI, and the resolution of any
13 appeals and objections subject to Court approval.

14 2) Claims Administration Costs.

15 All costs incurred by the Claims Administrator in connection with administering this
16 Settlement are to be paid from the Gross Settlement Amount. The costs of the Claims
17 Administrator are estimated to be Seven Thousand Nine Hundred Dollars (\$7,900.00). This
18 amount shall cover all of the Claims Administrator's duties, which shall include disbursing
19 the Net Settlement Amount and the PAGA Allocation, calculating and forwarding all
20 employee-side tax obligations, and communicating with all Parties, weekly declarations for
21 the Parties, performing custodial and accounting functions, preparing, translating, tracking,
22 issuing, and mailing (with the Parties' approval) any and all notices or reminders to Class
23 Members and/or Participating Class Members; all costs and fees associated with computing,
24 processing, reviewing, issuing, and paying the Service Award, the distribution of the
25 Settlement Fund, payment interest, employee-side taxes, and any other payments to be made
26 from the Gross Settlement Amount; all costs and fees associated with preparing any tax
27 returns and any other filings required by any governmental taxing authority or agency; all
28 costs and fees associated with preparing any other notices, reminders, reports, or filings to be

1 prepared in the course of administering disbursements of the Net Settlement Amount; and any
2 other costs and fees incurred and/or charged by the Claims Administrator in connection with
3 the execution of its duties under this Agreement.

4 3) Attorneys' Fees and Expenses.

5 Subject to Court approval, Class Counsel will be paid Attorneys' Fees in the amount
6 of \$86,666.66, plus up to \$10,000 for expenses related to this Action only, which includes the
7 PAGA claim. The Attorneys' Fees and expenses shall be paid out of the Gross Settlement
8 Amount. Class Counsel shall serve Defendant with copies of all documents submitted in
9 support of their fee allocation before they are filed with the Court. Any amount not approved
10 by the Court will revert to the Net Settlement Fund to be split *pro rata* between the
11 Participating Class Members. The Court-ordered Attorneys' Fees and expenses shall be due
12 and payable within ten (10) days after the Effective Date and Final Approval from the
13 Settlement Administrator, whichever is later.

14 4) Service Award Payable to Plaintiff.

15 Subject to Court approval, Plaintiff shall receive a Service Award of Five Thousand
16 Dollars (\$5,000). The Service Award shall be payable no later than twenty (20) days after
17 the Effective Date. The Claims Administrator will report the Service Award on a Form 1099,
18 which it will provide to Plaintiff and to the pertinent taxing authorities as required by law.

19 5) Individual Settlement Shares Payable to Participating Class Members.

20 The Claims Administrator shall distribute to each Participating Class Member his or
21 her Individual Settlement Share. A portion of each Individual Settlement Share shall represent
22 wages, a portion shall represent interest, and a portion shall represent penalties. Each
23 Individual Settlement Share shall be allocated as follows: twenty percent (20%) of each
24 Individual Settlement Share shall represent wages; thirty percent (30%) shall represent
25 interest; and fifty percent (50%) shall represent penalties. That portion of each Individual
26 Settlement Share representing wages will be subject to normal employment tax withholdings
27 relative to the Participating Class Member's employment (e.g., withholdings for State and
28 Federal income tax, employee FICA tax, California SDI, etc.) with the Claims Administrator

1 remitting all such employment tax withholdings directly to the pertinent state and federal
2 taxing authorities. Participating Class Members will be subject to 12% Federal backup
3 withholding rate unless they execute a Form W 9 as part of their receipt of their Individual
4 Settlement Share.

5 6) PAGA Allocation.

6 The Parties allocate Ten Thousand Dollars (\$10,000) for penalties under PAGA
7 (“PAGA Allocation”), which shall be distributed as follows: 25% (\$2,500) to Aggrieved
8 Employees on a pro rata basis, in addition to each Aggrieved Employee’s Individual
9 Settlement Share; and 75% (\$7,500) to the LWDA as Penalties.

10 7) Individual Settlement Share.

11 Each Individual Settlement Share is calculated by dividing the number of the Class
12 Member’s Qualifying Pay Periods by the total number of Qualifying Pay Periods for the Class
13 Period, multiplied by the Net Settlement Amount, as reflected in the following formula:

14 *Individual Participating Class Member’s*
15 *Qualifying Pay Periods*
16 _____ x *Net Settlement Amount*
17 *All Participating Class Members’*
18 *Qualifying Pay Periods*

18 8) Re-Allocation.

19 Any funds that were allocated to Class Members who timely opt out of the settlement
20 will be re-allocated to Participating Class Members on a *pro rata* basis as set forth above.

21 9) Interest and Penalties Allocation.

22 The portion of each Individual Settlement Share constituting interest or penalties will
23 each be reported on a Form 1099 provided to each Participating Class Member, with the
24 required copies of the Form 1099’s provided to the pertinent taxing authorities.

25 10) No Spillover of Residuals.

26 To the extent there are any payments made to Participating Class Members that remain
27 uncashed ninety (90) days after mailing, the Parties agree that these amounts shall be
28 transmitted by the Class Administrator to Bay Area Legal Aid, San Mateo County as a *cy pres*

1 recipient, thereby leaving no "unpaid residue" subject to the requirements of California Code
2 of Civil Procedure Section 384, subd. (b).

3 11) No Additional Contribution by Defendant.

4 Defendant's monetary obligations under this Agreement are limited to the Gross
5 Settlement Amount. Defendant may not be called upon or required to contribute additional
6 monies above the Gross Settlement Amount under any circumstances, unless the Escalation
7 Clause in Section (III)(E)(17) is triggered. Still, if the Escalator is triggered, Defendants can
8 elect to truncate the end of the Class Period in order to avoid triggering the Escalator such
9 that the Class Period will end on the date immediately prior to the date that the number of
10 Class Members and/or Qualifying Pay Periods for the Class Period exceed the threshold
11 outlined herein.

12 All costs and expenses arising out of or in connection with the performance of this
13 Agreement shall be paid from the Gross Settlement Fund. Neither this Agreement nor
14 payment and/or receipt of any Individual Settlement Share shall trigger any other obligation,
15 right, wage, bonus, or entitlement. The amounts paid under this Agreement do not represent
16 a modification of any previously-credited hours of service under any employee benefit plan,
17 policy, or bonus program sponsored by any Defendant. Payment of the Individual Settlement
18 Shares shall not form the basis for additional contributions to, benefits under, or any other
19 monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant. Any
20 payments made under the terms of this Agreement shall not be applied retroactively,
21 currently, or on a going forward basis as salary, earnings, wages, or any other form of
22 compensation for the purposes of any of Defendant's benefit plan, paid vacation policy,
23 calculations, other policy, or bonus program. Defendant retains the right to modify the
24 language of its benefit plans, policies, and bonus programs to effect this intent and to make
25 clear that any amounts paid pursuant to this Agreement are not for "hours worked," "hours
26 paid," "hours of service," or any similar measuring term as defined by applicable plans,
27 policies, and bonus programs for purpose of eligibility, vesting, benefit, accrual, or any other
28 purpose, and that additional contributions or benefits are not required by this Agreement.

1 12) Termination of the Agreement.

2 In the event that this Agreement is canceled, rescinded, terminated, voided, or
3 nullified, however that may occur, or the Settlement of the Action is barred by operation of
4 law, or invalidated, or ordered not to be carried out by a court of competent jurisdiction,
5 Defendant will cease to have any obligation to fund any portion of the Gross Settlement
6 Amount.

7 13) Calculation of Qualifying Pay Periods.

8 Defendant will calculate and provide the Qualifying Pay Periods for each Class
9 Member based on dates of hire, and, if applicable, dates of termination.

10 14) Class Member Workweek Disputes.

11 Any Class Member who disputes the Qualifying Pay Periods shown on his or her Class
12 Notice regarding the total number of weeks he or she worked during the Class and/or PAGA
13 Period may indicate and explain such disagreement within sixty (60) days of the mailing of
14 the Notice of Class Settlement to the Claims Administrator. In the case of remailing, the
15 deadline to give notice of any such disagreement will be extended by an additional 60 days.
16 Any such Class Member must submit any supporting documentation relating to his or her
17 dispute. The Claims Administrator shall notify Defense Counsel and Class Counsel of any
18 such dispute no later than two (2) business days after receiving notice of the dispute. The
19 Claims Administrator shall attempt to resolve the disagreement and may request any
20 information or assistance from Defense Counsel and/or Class Counsel that the Claims
21 Administrator, in its sole discretion, believes may assist it in resolving the disagreement.
22 However, Defendant's records will be used to make any final determination and will be
23 controlling. The Parties and their counsel shall use their best efforts to ensure that any and
24 all such disputes are resolved before the Effective Date.

25 15) Payment of Individual Payment Amounts.

26 Within ten (10) days after the Effective Date, and any and all errors or disputes
27 regarding the total Qualifying Pay Periods by all Class Members have been resolved, the
28 Claims Administrator shall 1) calculate the final Individual Settlement Share to be paid to

1 each Participating Class Member: and 2) prepare a Final Statement of Individual Payment
2 Amounts for each. The mailing shall be by first-class United States mail to the last known
3 mailing address of each Participating Class Member.

4 16) Extension of Time to Pay and/or Process Claims.

5 Should the Claims Administrator need more time than is provided under this
6 Agreement to complete any of its obligations as set forth in this Agreement, the Claims
7 Administrator may request such additional time in writing (including an explanation of the
8 need for additional time) from Defense Counsel and Class Counsel, which shall not be
9 unreasonably withheld. If Defense Counsel and Class Counsel do not agree in writing to the
10 Claims Administrator's request for additional time, the Claims Administrator may seek such
11 additional time from the Court.

12 17) Increase of Class Size.

13 Prior to mediation Defendant indicated that there were 230 Class Members. Defendant
14 agrees that any increase in the size of the Class by more than 23 employees (10%), as reflected
15 in confirmatory discovery and/or the Class List provided to the Administrator during
16 Administration, will result in a proportionate increase in the Net Settlement Amount for each
17 additional Class Member based on the number of qualifying work weeks. Specifically, for
18 every additional Class Member above 253 employees who is determined to be a Class
19 Member, and/or for every Qualifying Pay Period above 4,265, Defendant agrees to increase
20 the Gross Settlement Amount by the following formula: $1/230$ (or $3,877$) (the proportion of
21 the increase)/\$260,000 (the Gross Settlement Amount), for a total of \$1130.43 per additional
22 employee Class Member above 253, or \$67.06 per Qualifying Workweek above 4,265
23 whichever is less. ("Escalator Provision"). Alternatively, if this Escalator Provision is
24 triggered, Defendant will have the option to truncate the end of the Class Period such that the
25 Class Period will end on the date immediately prior to the date that the number of Class
26 Members and/or Qualifying Pay Periods for the Class Period exceed the threshold outlined
27 herein.

1 Defendant has represented that as of June 26, 2024, there were 230 Class Members,
2 who worked 3,877 Qualifying Pay Periods during the Class Period. Defendant has represented
3 that as of May 24, 2023, there were 131 Aggrieved Employees who worked 1,666 PAGA
4 Periods during the PAGA Period. This figure does not trigger the Escalator Provision.

5 On December 17, 2024, Defendant informed Plaintiff and class counsel that it has
6 opted to truncate the Class Period such that the end date of the Class Period is September 6,
7 2024. As a result, there are 253 Class Members.

8 **IV. LIMITATIONS ON USE OF THIS SETTLEMENT**

9 **A. No Admission**

10 Neither the acceptance nor the performance by Defendant of the terms of this
11 Agreement nor any of the related negotiations or proceedings is or shall be claimed to be,
12 construed as, or deemed to be an admission by Defendant of the truth of any of the allegations
13 in the Operative Complaint, the representative character of the Action, the validity of any of
14 the claims that were or could have been asserted by Plaintiff and/or Class Members in the
15 Action, or of any liability or guilt of Defendant in the Action.

16 **B. Non-Evidentiary Use**

17 Neither this Agreement nor any of its terms shall be admissible or useable in discovery
18 in any adversary proceeding or any litigation whatsoever, provided, however, that nothing
19 contained in this Section shall prevent this Agreement from being used, offered, or received
20 in evidence in any proceeding to enforce, construe, or finalize this Agreement in the Action.

21 **C. No Collateral Attack**

22 This Agreement shall not be subject to collateral attack by any Class Member or any
23 recipient of the Notice of Class Settlement after the Judgment and Final Order described
24 herein is entered. Such prohibited collateral attacks shall include but not be limited to claims
25 that the Qualifying Pay Periods attributed to the Class Member was erroneous or that the
26 Class Member failed for any reason to receive timely notice of the procedure for disputing
27 the calculation of his or her Individual Settlement Share.

28 **D. Nullification**

1 1) If (a) the Court should for any reason fail to certify a class for settlement; or
2 (b) the Court should for any reason fail to approve this Settlement in the form agreed to by
3 the Parties; or (c) the Court should for any reason fail to enter the Judgment and Final Order;
4 or (d) the Judgment and Final Order is reversed, modified, or declared or rendered void, then
5 (i) this Agreement shall be considered null and void, (ii) neither this Agreement nor any of
6 the related negotiations or proceedings shall be of any force or effect, (iii) all Parties to this
7 Agreement shall stand in the same position, without prejudice, as if the Agreement had been
8 neither entered into nor filed with the Court, (iv) this Agreement shall not be admissible or
9 usable in discovery in any adversarial proceeding or in any litigation whatsoever, including
10 this Action, and (v) Class Counsel shall make repayment of any disbursements it received
11 from the Settlement Fund.

12 2) Invalidation of any material term of this Agreement shall invalidate this
13 Agreement in its entirety unless the Parties shall subsequently agree in writing that the
14 remaining provisions shall remain in full force and effect.

15 3) In the event that for any reason unrelated to a Defendant's failure to pay Gross
16 Settlement Amount, or the final distribution of the Settlement Fund does not occur (for
17 example, because this Agreement and/or the Judgment and Final Order is modified or
18 reversed on appeal), the entire Settlement Fund shall remain the sole property of Defendant
19 and any sums previously paid or distributed shall be returned to Defendant (minus any
20 administrative expense and fees incurred by the Claims Administrator).

21 4) In the event of a timely appeal from the Judgment and Final Order, the Judgment
22 and Final Order shall be stayed, and the Net Settlement Amount shall not be distributed to
23 Class Members pending the completion of the appeal.

24 **V. RELEASES**

25 **A. Class Releases**

26 It is the desire of the Parties to fully, finally, and forever settle, compromise, and
27 discharge disputes and claims, including, but not limited to, claims that were asserted or could
28 have been asserted at any time in the Action based on the facts alleged in the Complaint.

1 Except for Class Members who submit a timely opt out from the settlement, upon entry of the
2 Judgment and Final Order in the Action, Plaintiff and every Participating Class Member shall
3 be bound by this Agreement, and their benefits, rights, and remedies are limited as provided
4 herein. Plaintiff and each and every Participating Class Member shall be deemed to have,
5 and by operation of the Judgment and Final Order, shall have, fully, finally, and forever
6 released, relinquished, and discharged each and all of the Released Parties from the Released
7 Claims.

8 Every Class Member who does not submit a timely Request for Exclusion from the
9 Class shall be deemed to have acknowledged that this Agreement is intended to include in its
10 effect all Released Claims about which the Class does not know or suspect to exist in its favor
11 at the time of the final approval of this Agreement. For the avoidance of doubt, the Parties
12 agree that, except as provided herein with respect to the Individual Release, the Participating
13 Class Members' waiver of rights and benefits does not apply to claims not encompassed in
14 the Released Claims. Plaintiff, the Class, and every Participating Class Members shall be
15 deemed to have acknowledged and agreed that: 1) Class claims for overtime compensation,
16 double-time, minimum wages, wages for all hours worked, failure to provide meal periods,
17 rest breaks and recovery periods, and accurate wage statements, statutory and civil penalties,
18 and any other payments and/or penalties in the Action are disputed; and 2) the payments set
19 forth above constitute full payment of any amounts allegedly due. Plaintiff and the
20 Participating Class Members thus shall be deemed to have acknowledged and agreed that
21 California Labor Code § 206.5 is not applicable to the Parties hereto. That section provides
22 in pertinent part as follows:

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

26 **B. PAGA Release**

27 The California Labor Workforce Development Agency, State of California, in addition
28 to all Aggrieved Employees, and Plaintiff Furman as a proxy for the LWDA are deemed to

1 release, on behalf of themselves and their respective former and present representatives,
2 agents, attorneys, heirs, administrators, successors, and assigns, Defendant from all claims
3 for civil penalties under the Labor Code pursuant to PAGA during the PAGA Period, that
4 were alleged, in the PAGA Notice submitted by Plaintiff to the LWDA on or about December
5 21, 2022, and/or in the complaint attached thereto in LWDA Case No. LWDA-CM-925564-
6 22. The PAGA release shall be given full res judicata and collateral estoppel effect upon entry
7 of the judgment in this Action so as to bar the LWDA and any other individual or entity from
8 filing or pursuing the Released PAGA Claims against Defendant in any forum.

9 **VI. MISCELLANEOUS PROVISIONS**

10 **A. Amendments**

11 The terms and provisions of this Agreement may be amended only by a written
12 agreement, approved by this Court, that is signed by the Plaintiff, Class Counsel, Defendant
13 and Defense Counsel who executed this Agreement.

14 **B. Assignment**

15 None of the rights, commitments, or obligations recognized under this Agreement may
16 be assigned by any party, Class Member, Class Counsel, or Defense Counsel without the
17 express written consent of each party and their respective counsel. The representations,
18 warranties, covenants, and agreements contained in this Agreement are for the sole benefit of
19 the Parties under this Agreement and shall not be construed to confer any right or to avail any
20 remedy to any other person.

21 **C. Governing Law/Venue**

22 This Agreement shall be governed, construed, and interpreted, and the rights of the
23 Parties shall be determined, in accordance with the laws of the State of California, irrespective
24 of the State of California's choice of law principles; and venue is in the Superior Court of
25 San Mateo County.

26 **D. Entire Agreement**

27 This Agreement, including the Exhibits referred to herein, which form an integral part
28 hereof, contains the entire understanding of the Parties with respect to the subject matter

1 contained herein. In case of any conflict between text contained in Articles I through VI of
2 this Agreement and text contained in Exhibits to this Agreement, the former shall be
3 controlling. There are no restrictions, promises, representations, warranties, covenants, or
4 undertakings governing the subject matter of this Agreement other than those expressly set
5 forth or referred to herein. This Agreement supersedes all prior agreements and
6 understandings among the Parties hereto with respect to the settlement of the Action.

7 **E. Waiver of Compliance**

8 Any failure of any party, Defense Counsel, and/or Class Counsel to comply with any
9 obligation, covenant, agreement, or condition herein may be expressly waived in writing, to
10 the extent permitted under applicable law, by the party or parties and their respective counsel
11 entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
12 failure to insist upon strict compliance with any representation, warranty, covenant,
13 agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any
14 subsequent or other failure.

15 **F. Counterparts**

16 This Agreement, and any amendments hereto, may be executed in any number of
17 counterparts and any party and/or their respective counsel may execute any such counterpart,
18 each of which when executed and delivered shall be deemed to be an original and all of which
19 counterparts taken together shall constitute but one and the same instrument. It shall not be
20 necessary in making proof of this Agreement or any counterpart hereof to produce or account
21 for any of the other counterparts.

22 **G. Attorneys' Fees and Costs**

23 Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the
24 Class, Class Members, or Plaintiff may recover or seek to recover any amounts for fees, costs,
25 or disbursements from the Released Parties or the Settlement Fund except as expressly
26 provided herein.

27 **H. Meet and Confer Regarding Disputes**

28

1 Should any dispute arise among the Parties or their respective counsel regarding the
2 implementation or interpretation of this Agreement, a representative from Class Counsel and
3 a representative from Defense Counsel shall meet and confer in an attempt to resolve such
4 disputes prior to submitting such disputes to the Court.

5 **I. Jurisdiction of the Court**

6 The Parties agree that this Settlement Agreement shall be enforceable by the Court
7 pursuant to California Code of Civil Procedure section 664.6. The Court shall retain
8 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms
9 of this Agreement and all orders and judgments entered in connection therewith, and the
10 Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting,
11 implementing, and enforcing the settlement embodied in this Agreement and all orders and
12 judgments entered in connection therewith.

13 **J. No Tax or Legal Advice.** The Parties understand and agree that the Parties and
14 Attorneys for the Parties are neither providing tax or legal advice, nor making representations
15 regarding tax obligations or consequences, if any, related to this Agreement, and that Class
16 Members will assume any such tax obligations or consequences that may arise from this
17 Agreement, and that Class Members shall not seek any indemnification from the Parties or
18 any of the Released Parties in this regard. The Parties agree that, in the event that any taxing
19 body determines that additional taxes are due from any Class Member, such Class Member
20 assumes all responsibility for the payment of such taxes.

21 **K. Confidentiality Prior to Preliminary Approval.** Plaintiff, Class Counsel,
22 Defendant and Defense Counsel separately agree that, until the Motion for Preliminary
23 Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or
24 publicize, or cause or permit another person to disclose, disseminate or publicize, any of the
25 terms of the Agreement directly or indirectly, specifically or generally, to any person,
26 corporation, association, government agency, or other entity except: (1) to the Parties'
27 attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
28 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to

1 appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response
2 to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees
3 to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena
4 seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel
5 separately agree not to, directly or indirectly, initiate any conversation or other
6 communication, before the filing of the Motion for Preliminary Approval, any with third party
7 regarding this Agreement or the matters giving rise to this Agreement except to respond only
8 that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class
9 Counsel’s communications with Class Members in accordance with Class Counsel’s ethical
10 obligations owed to Class Members.

11
12 **L. Cooperation in Drafting.** The Parties have cooperated in the drafting and
13 preparation of this Agreement. This Agreement will not be construed against any Party on the
14 basis that the Party was the drafter or participated in the drafting.

15
16 **IT IS SO STIPULATED.**

17 Dated: January 10, 2025

18 By: _____
19 Robert Lemos, An Authorized Officer
20 THE LEMOS FAMILY FARM INC.

21 Dated: January 10, 2025

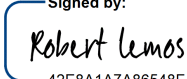
22 By:  _____
23 Louise Furman (Jan 10, 2025 14:44 PST)
24 LOUISE FURMAN, individual and
25 Class & PAGA representative
26
27
28

appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

L. 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.

IT IS SO STIPULATED.

Dated: January 10, 2025

By: 
Robert Lemos, An Authorized Officer
THE LEMOS FAMILY FARM INC.

Dated: January 10, 2025

By: _____
LOUISE FURMAN, individual and
Class & PAGA representative