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Attorneys for DEFENDANT A.G. HOLDINGS  
CORPORATION dba TURF DISTRIBUTORS

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

JENNIFER KIKERPILL and BEATRICE  
JUAREZ, for the real party in interest, the  
State of California,

Plaintiff,

v.

A.G. HOLDINGS CORPORATION dba  
TURF DISTRIBUTORS and DOES 1 through  
50,

Defendant.

Case No. 37-2023-00020187-CU-OE-CTL

**PAGA SETTLEMENT AGREEMENT**

Assigned for All Purposes to:  
Hon. Joel R. Wohlfeil  
Department C-73

[Complaint Filed: May 11, 2023]

1 **PAGA SETTLEMENT AGREEMENT**

2 Subject to Court approval by the Superior Court of the State of California for the County of San  
3 Diego ("Court"), Plaintiffs Jennifer Kikerpill and Beatrice Juarez ("Plaintiffs") and Defendant A.G.  
4 Holdings Corporation, doing business as Turf Distributors ("Defendant") (collectively, the "Parties"),  
5 hereby agree to the following binding settlement ("Settlement" or "Settlement Agreement") of the PAGA  
6 claims in the lawsuit entitled Jennifer Kikerpill, et al v. A.G. Holdings Corporation, Case No. 37-2023-  
7 00020187-CU-OE-CTL (the "Action")<sup>1</sup>.

8 **PERSONS COVERED BY THE SETTLEMENT**

9 1. Aggrieved Employees: This Settlement covers all persons employed by A.G. Holdings  
10 Corporation, doing business as Turf Distributors, at any time from February 17, 2022 to the date the Court  
11 enters approval of this settlement (the "Aggrieved Employees").

12 2. Settlement Period: The Settlement covers the period from February 17, 2022 to the date  
13 the Court enters approval of this settlement ("Settlement Period" or "PAGA Period").

14 3. Effective Date: "Effective Date" will be the date that the Superior Court enters an order  
15 and judgment approving the PAGA Settlement and no timely appeal thereto has been filed within 60 days  
16 ("Court Approval Order and Judgment"). In the event that a timely appeal is filed within 60 days of the  
17 Court Approval Order and Judgment, the Effective Date shall occur when the appeal is adjudicated and no  
18 longer subject to further judicial review. At no time will Defendant have any obligation to fund the  
19 settlement, in whole or in part, until after this Effective Date.

20 **SETTLEMENT CONSIDERATION**

21 4. Maximum Settlement Amount: Defendant will pay up to One Hundred Forty Thousand  
22 Dollars (\$140,000) to settle the Action ("Maximum Settlement Amount"). In no event shall Defendant be  
23 liable for more than One Hundred Forty Thousand Dollars (\$140,000) as a result of this PAGA Settlement,  
24 and any attorneys' fees, costs, administrative fees, and PAGA payment(s) shall be paid from this amount.  
25 It is understood that if the Court awards less than the total amounts requested by Plaintiffs' Counsel to be  
26 awarded for attorneys' fees and costs, the difference in any such amounts will be added to the PAGA

27 \_\_\_\_\_  
28 <sup>1</sup> The Parties separately entered into individual settlement agreements pertaining to their individual claims.

1 Penalties Fund, as defined herein. Defendant shall have no obligation to segregate the funds to be used for  
2 the Maximum Settlement Amount from other assets. Defendant will retain exclusive authority over, and  
3 responsibility for, the funds comprising the Maximum Settlement Amount until such time that payment is  
4 due.

5         5.         Attorneys' Fees and Costs. Plaintiffs' counsel, Mashiri Law Firm, APC, and The Jami  
6 Law Firm P.C. (collectively "Plaintiffs' Counsel") shall request, and Defendant will not oppose, that the  
7 Court award Plaintiffs' Counsel a maximum and total amount of Forty-Six Thousand Six Hundred Sixty-  
8 Six Dollars and Sixty-Seven cents (\$46,666.67) in attorneys' fees and up to Ten Thousand Dollars  
9 (\$10,000) in litigation costs and expenses ("Attorneys' Fees and Costs"). The Attorneys' Fees and Costs  
10 shall be paid from the Maximum Settlement Amount.

11         6.         Settlement Administration Fees. Phoenix Class Action Administration Solutions  
12 ("Phoenix") ("Settlement Administrator") will administer this Settlement and will be responsible for  
13 issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiffs, and Plaintiffs'  
14 Counsel. The estimate of costs of administration for the disbursement of the Maximum Settlement  
15 Amount is \$3,250.00. This estimate includes the required tax reporting on the Settlement Payments,  
16 including the issuance of 1099 Forms.

17                 The Settlement Administrator shall calculate the Settlement Payments to be paid to  
18 Aggrieved Employees in accordance with the terms and provisions of this Agreement, mail the Settlement  
19 Payment checks to Aggrieved Employees, issue 1099 forms, calculate and disburse any awards of costs  
20 and attorneys' fees, and/or applicable taxes from the Maximum Settlement Amount, and perform such  
21 other tasks necessary to effectuate the terms of this Agreement or as the Parties mutually agree or the Court  
22 orders the Parties to perform.

23                 Any disputes relating to the Settlement Administrator's ability and need to perform its  
24 duties shall be referred to the Court.

25         7.         PAGA Penalties Fund. The "PAGA Penalties Fund" means the funds from the Maximum  
26 Settlement Amount available to be distributed to the California Labor and Workforce Development  
27 Agency ("LWDA") and Aggrieved Employees under this Agreement after payment of the Attorneys' Fees  
28 and Costs Award, and the Settlement Administration Fees. Pursuant to PAGA, Seventy Five Percent

(75%) of the PAGA Penalties Fund shall be paid to the LWDA, and the remaining Twenty-Five Percent (25%) shall be paid to all Aggrieved Employees pro rata according to the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

8. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties will present this Settlement Agreement to the Court and will request that the Court issue a Court Approval Order and Judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement (the "Court Approval Order and Judgment"), and entering judgment.

9. Administration of PAGA Penalties Fund. Within 10 calendar days after the Effective Date, Defendant will compile a list containing the following for each Aggrieved Employee: (1) name; (2) last known home address; (3) number of pay periods as an Aggrieved Employee during the PAGA Period and (4) Social Security number. This list shall be treated as confidential and shall be shared only with the Settlement Administrator. Plaintiffs' counsel shall not view or receive the list.

10. Funding of the Settlement by Defendant. Within ten (10) calendar days after the Effective Date of the Settlement, Defendant will provide the amounts approved by the Court for Attorneys' Fees, Costs, Settlement Administration Fees, and the PAGA Penalties Fund to the Settlement Administrator.

11. Timing of Payment by Settlement Administrator. Within twenty (20) calendar days after the Effective Date of the Settlement, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the LWDA; (c) Plaintiffs' counsel; (d) Plaintiffs; and (e) itself as described in paragraph 6. The Settlement Administrator will issue the appropriate tax forms for all payments issued under this Settlement.

12. Settlement Payments to Aggrieved Employees: The Settlement Administrator will issue each Aggrieved Employee a check for his or her share of the PAGA Penalties Fund along with an explanatory letter attached hereto as Exhibit A. Checks will remain negotiable for 120 calendar days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining uncashed for more than 120 calendar days after issuance will be tendered to the California Department of Industrial Relations Unpaid Wage Fund (see Cal. Lab. Code § 96.6). All settlement payments to Aggrieved Employees will be treated

1 as miscellaneous income for which a 1099 will be issued.

2       13.     Released Claims. The LWDA, Plaintiffs, and all Aggrieved Employees shall fully release  
3 and forever discharge any and all claims for civil penalties only arising during the Settlement Period under  
4 PAGA that were asserted or could reasonably have been asserted based on the facts alleged in the Action,  
5 including claims concerning wages, expense reimbursements, deductions, record keeping, off the clock  
6 work, paid sick leave, vacation wages, incentive pay, commissions, minimum wages, overtime, meal  
7 periods and premiums, rest periods and premiums, itemized wage statements, timing of payment of wages  
8 during employment, and claims arising under or relating to the alleged violations of California Labor Code  
9 sections 201, 202, 203, 204, 221, 222, 223, 226, 226(a), 226(b), 226(c), 226.7, 226.7(b), 226.7(c), 227.3,  
10 233, 246, 246(1), 432, 510, 512, 558, 1197, 1198, 1198.5, 2802, 2698, 2802, and 2699 *et seq.* (“Released  
11 Claims”) against Defendant, its past and present divisions, affiliates, affiliated entities, related entities,  
12 parents, managing members, subsidiaries, predecessors, successors, assigns, and their respective former  
13 and present shareholders, owners, officers, directors, employees, agents, trustees, attorneys or legal  
14 representatives, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, partners,  
15 and/or any other entity or individual which could be liable for the acts or omissions of Defendant in relation  
16 to the Released Claims (hereinafter “Released Parties”). Upon the issuance of the Court Approval Order  
17 and Judgment, Plaintiffs and all Aggrieved Employees will be forever barred from pursuing against  
18 Defendant any and all claims for PAGA civil penalties under the California Labor Code, Wage Orders,  
19 regulations, and/or other provisions of law alleged or could have been alleged to have been violated in the  
20 Action with respect to Aggrieved Employees based on the facts alleged in the Complaint during the  
21 Settlement Period. **The Released Claims are limited to claims for civil penalties under PAGA only.**

22       14.     No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein  
23 will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved  
24 Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans,  
25 stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is  
26 the Parties’ intention that this Settlement Agreement will not affect any rights, contributions, or amounts to  
27 which any Aggrieved Employee may be entitled under any benefit plans.

1           15.     No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that  
2 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or  
3 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right  
4 herein released and discharged.

5           16.     Nullification of Settlement Agreement. In the event that: (i) the Court does not approve the  
6 Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this  
7 Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the  
8 Parties will be returned to their original respective positions. However, the parties will work diligently to  
9 get the Settlement approved by the Court.

10          17.     Continued Jurisdiction. After entry of the Court Approval Order and Judgment, the Court  
11 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of  
12 the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Court Approval  
13 matters as may be appropriate under court rules or as set forth in this Settlement.

14          18.     Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'  
15 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding  
16 on the Parties.

17          19.     Amendment or Modification. This Settlement Agreement may be amended or modified  
18 only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all  
19 Parties.

20          20.     Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and  
21 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
22 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to  
23 this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate  
24 the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and  
25 use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach  
26 agreement on the form or content of any document needed to implement the Settlement, or on any  
27 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties  
28 may seek the assistance of the Court to resolve such disagreement.

1           21.     Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and  
2 inure to the benefit of, the successors or assigns of the Parties hereto.

3           22.     California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will  
4 be governed by and interpreted according to the laws of the State of California.

5           23.     Execution and Counterparts. This Settlement Agreement is subject only to the execution  
6 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All  
7 executed counterparts and each of them, including facsimile and scanned copies of the signature page, will  
8 be deemed to be one and the same instrument provided that counsel for the Parties will exchange among  
9 themselves original signed counterparts.

10          24.     Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
11 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this  
12 Settlement after arm's-length negotiations. The Parties further acknowledge that they are each represented  
13 by competent counsel and that they have had an opportunity to consult with their counsel regarding the  
14 fairness and reasonableness of this Settlement.

15          25.     Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement  
16 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent  
17 with applicable precedents so as to define all provisions of this Settlement Agreement valid and  
18 enforceable.

19          26.     Captions. The captions and section numbers in this Settlement Agreement are inserted for  
20 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the  
21 provisions of this Settlement Agreement.

22          27.     Waiver. No waiver of any condition or covenant contained in this Settlement Agreement  
23 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute  
24 a further waiver by such party of the same or any other condition, covenant, right or remedy.

25          28.     Enforcement Action. In the event that one or more of the Parties institutes any legal action  
26 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to  
27 declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to  
28 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert

1 witness fees incurred in connection with any enforcement actions.

2       29.     Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
3 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed  
4 more strictly against one party than another merely by virtue of the fact that it may have been prepared by  
5 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the  
6 Parties, all Parties have contributed to the preparation of this Settlement Agreement.

7       30.     Representation By Counsel. The Parties acknowledge that they have been represented by  
8 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this  
9 Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

10       31.     Cooperation and Execution of Necessary Documents. All Parties will cooperate in good  
11 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement  
12 Agreement. Any disputes concerning administration of the Agreement may be submitted to Anthony  
13 Pantoni, Esq., the mediator who facilitated the negotiation of this Settlement. If the Parties cannot resolve  
14 their dispute with the mediator's assistance, the dispute may be submitted to, and resolved by, the Court.

15       32.     Submission to LWDA. As required by California Labor Code section 2699(1), Plaintiffs  
16 shall cause the fully executed version of this Agreement to be submitted to the LWDA either before or at  
17 the same time that this Agreement is submitted to the Court for approval and, furthermore, shall cause a  
18 copy of any judgment and any other order providing for an award of civil penalties to be submitted to the  
19 LWDA within 10 days after entry of the judgment or order.

20       33.     Binding Agreement. The Parties warrant that they understand and have full authority to  
21 enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and  
22 binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to  
23 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply  
24 under federal or state law.

25       34.     Confidentiality. The Parties and their counsel agree that they will not issue any press  
26 releases, initiate any contact with the press, respond to any press inquiry or have any communication with  
27 the press about the fact, amount or terms of the Settlement prior to the Effective Date. Plaintiffs' Counsel  
28 may respond to press inquiries by stating the matter has been resolved and refer the press to court filings.

1 In addition, Plaintiffs' Counsel agree that they will not engage in any advertising or distribute any  
2 marketing materials specifying any material terms relating to the Settlement of this case, including but not  
3 limited to any postings on any websites maintained by Plaintiffs' Counsel prior to the Effective Date. Any  
4 communication about the Settlement to Aggrieved Employees prior to the check mailing will be limited to  
5 a statement that a settlement has been reached and the details will be communicated in a forthcoming  
6 notice letter in the form attached hereto as Exhibit A. Plaintiffs are prohibited from discussing the terms or  
7 the fact of this PAGA Settlement with third parties prior to the Effective Date other than (1) their  
8 immediate family members, (2) their respective accountants or lawyers as necessary for tax purposes; (3)  
9 the Aggrieved Employees covered by this Agreement; and (4) government agencies, such as the LWDA.  
10 After the Effective Date, Plaintiffs and their counsel may only comment regarding the specific terms of this  
11 Settlement: (1) as required by law; or (2) as required under the terms of this Settlement. In all other cases,  
12 Plaintiffs and their counsel agree to not publicize this Settlement in any way. Notwithstanding the  
13 foregoing, Plaintiffs their counsel may inform their immediate family and legal, tax, financial advisors, and  
14 attorneys, of this Settlement. However, before disclosing any such information to any such person,  
15 Plaintiffs or their counsel (as the case may be) shall advise such person(s) that the information is  
16 confidential. Nothing in this paragraph shall prevent Plaintiffs' counsel from referencing this Settlement in  
17 any future declarations filed in any forum to support Plaintiffs' counsel's adequacy in class and PAGA  
18 actions.

19 35. Denial of Liability. The Parties expressly recognize that the making of this agreement does  
20 not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in  
21 this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or  
22 communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is  
23 intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible  
24 in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as  
25 evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive  
26 order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this agreement may be  
27 used in any proceeding in the Court that has as its purpose the interpretation, implementation, or  
28 enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

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**READ CAREFULLY BEFORE SIGNING**

Dated: April \_\_, 2024

Plaintiff JENNIFER KIKERPILL

By \_\_\_\_\_  
JENNIFER KIKERPILL

Dated: April 10, 2024

Plaintiff BEATRICE JUAREZ

By  \_\_\_\_\_  
BEATRICE JUAREZ

Dated: April \_\_, 2024

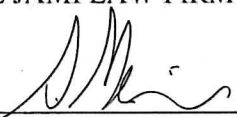
Defendant A.G. HOLDINGS CORPORATION

By \_\_\_\_\_  
Name:  
Title:

**APPROVED AS TO FORM**

Dated: April 12, 2024

MASHIRI LAW FIRM, APC  
THE JAMI LAW FIRM P.C.

By  \_\_\_\_\_  
ALEX ASIL MASHIRI  
TAMIM JAMI

Attorneys for Plaintiffs  
JENNIFER KIKERPILL & BEATRICE JUAREZ

Dated: April \_\_, 2024

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By \_\_\_\_\_  
FRANCES M. K. HERNANDEZ  
DANIEL F. DE LA CRUZ  
  
Attorneys for Defendant  
A.G. HOLDINGS CORPORATION

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READ CAREFULLY BEFORE SIGNING

Dated: April 21, 2024

Plaintiff JENNIFER KIKERPILL

By   
Jennifer Kikerpill (Apr 12, 2024 12:37 EDT)  
JENNIFER KIKERPILL

Dated: April \_\_, 2024

Plaintiff BEATRICE JUAREZ

By \_\_\_\_\_  
BEATRICE JUAREZ

Dated: April 17, 2024

Defendant A.G. HOLDINGS CORPORATION

By   
Name: *Scott Under*  
Title: *Chief Executive Officer*

APPROVED AS TO FORM

Dated: April \_\_, 2024

MASHIRI LAW FIRM, APC  
THE JAMI LAW FIRM P.C.

By \_\_\_\_\_  
ALEX ASIL MASHIRI  
TAMIM JAMI

Attorneys for Plaintiffs  
JENNIFER KIKERPILL & BEATRICE JUAREZ

Dated: April 23, 2024

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By   
FRANCES M. K. HERNANDEZ  
DANIEL F. DE LA CRUZ

Attorneys for Defendant  
A.G. HOLDINGS CORPORATION

# EXHIBIT A

<<DATE>>

<<FIRST NAME>> <<LAST NAME>>  
<<ADDRESS>>

Re: Payment From *Jennifer Kikerpill, et al v. A.G. Holdings Corporation*

Dear <<FIRST NAME>> <<LAST NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Jennifer Kikerpill, et al v. A.G. Holdings Corporation*, Case No. 37-2023-00020187-CU-OE-CTL (San Diego County Superior Court) (the "Action").

The Action was filed against A.G. Holdings Corporation, doing business as Turf Distributors ("Turf Distributors") pursuant to the California Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* ("PAGA"). The claim was brought by two former employees of Turf Distributors on behalf of the State of California and all employees of Turf Distributors from February 17, 2022 onward. You have been identified as one of the individuals on whose behalf the case was brought.

The plaintiffs in the Action claimed that Turf Distributors owed civil penalties under PAGA for alleged violations of the California Labor Code between February 17, 2022 and <<DATE COURT ENTERS ORDER APPROVING SETTLEMENT>>. Turf Distributors maintains that it acted in accordance with all applicable laws with respect to its employees and denies that it owes any penalties.

The Court has not ruled on the merits of the lawsuit, but it has approved the settlement amount the parties agreed to. A portion of the settlement amount goes to the State of California's Labor and Workforce Development Agency. Another portion of the settlement amount goes to the individuals who were allegedly affected by the Labor Code claims at issue in the case. In agreeing to this settlement, Turf Distributors does not admit that it is liable in any way to its current or former employees.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. You are not a party to this lawsuit, but you and the government will be bound by the judgment in this matter as to civil penalties.

Sincerely,

[NAME AND TITLE OF SIGNATORY]