

Lenden F. Webb, State Bar No. 236377
Christopher E. Nichols, State Bar No. 316417
WEBB LAW GROUP, APC
446 W. Fallbrook Avenue, Suite 102
Fresno, CA 93711
Telephone: (559) 431-4888
Facsimile: (559) 821-4500
Email: LWebb@WebbLawGroup.com
Email: CNichols@WebbLawGroup.com

Attorneys for Plaintiff, SUSANA RODRIGUEZ

Ian B. Wieland, State Bar No. 285721
Michael J. Conway, State Bar No. 322030
SAGASER, WATKINS & WIELAND, PC
5260 North Palm Avenue, Suite 400
Fresno, California 93704
Telephone: (559) 421-7000
Facsimile: (559) 473-1483
Email: IAN@SW2LAW.COM; MIKEC@SW2LAW.COM

Attorneys for Defendants, MIRABELLA FARMS, INC., a
California corporation; and PHILIPPE MARKARIAN, an individual

**SUPERIOR COURT OF THE STATE OF CALIFORNIA,
COUNTY OF FRESNO**

SUSANA RODRIGUEZ, an individual and
on behalf of others similarly situated,

Plaintiff,

v.

MIRABELLA FARMS, INC., a California
corporation; and PHILIPPE MARKARIAN,
an individual; and DOES 1 through 25,
inclusive,

Defendants.

Case No.: 23CECG00442

**CLASS ACTION AND PRIVATE
ATTORNEYS GENERAL ACT ("PAGA")
SETTLEMENT AGREEMENT**

Complaint Filed: February 3, 2023
Trial Date: None Set

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Susana Rodriguez on behalf of herself, the putative class, and aggrieved employees, and Defendants Mirabella Farms, Inc. and Philippe Markarian. The Agreement refers to Plaintiff Susana Rodriguez and Defendants Mirabella Farms, Inc. and Philippe Markarian collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Action” means the matter of *Rodriguez v. Mirabella Farms, Inc. et al.*, Fresno County Superior Court, Case No. 23CECG00442.

1.2. “Administrator” means Simpluris Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee” means a person directly employed by Defendants in California and classified as a non-exempt employee who worked during the PAGA Period.

1.5. “Class” means all persons directly employed by Defendants in California and classified as a non-exempt employee who worked during the Class Period.

1.6. “Class Counsel” means Lenden F. Webb and Christopher E. Nichols of Webb Law Group, APC.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel to be paid from the Gross Settlement Amount as reimbursement for reasonable attorneys’ fees and costs, respectively, incurred to prosecute the Action.

1.8. “Class Data” means each Class Member’s name, last-known mailing address, Social Security number, and number of Class Pay Periods and PAGA Pay Periods.

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a

1 Participating Class Member or Non-Participating Class Member (including a Non-Participating
2 Class Member who qualifies as an Aggrieved Employee).

3 **1.10.** “Class Member Address Search” means the Administrator’s investigation and search
4 for current Class Member mailing addresses using all reasonably available sources, methods and
5 means including, but not limited to, the National Change of Address database, skip traces, and direct
6 contact by the Administrator with Class Members.

7 **1.11.** “Class Notice” means the Court-approved Notice of Class Action Settlement and
8 Hearing Date for Final Court Approval, to be mailed to Class Members without material variation
9 from the version attached as Exhibit A hereto.

10 **1.12.** “Class Pay Period” means any Pay Period during which a Class Member was
11 employed directly by Defendants during the Class Period and received payment for wages for work
12 performed within the pay period.

13 **1.13.** “Class Period” means the period from February 3, 2019, through the date in which
14 the Court grants Preliminary Approval of the Settlement, unless modified pursuant to Section 8 of
15 this Agreement.

16 **1.14.** “Class Representative” means the named Plaintiff in the Operative Complaint in the
17 Action seeking Court approval to serve as a Class Representative.

18 **1.15.** “Class Representative Service Payment” means the additional amount the Class
19 Representative will be paid out of the Gross Settlement Amount for initiating the Action and
20 providing services in support of the Action.

21 **1.16.** “Court” means the Superior Court of California, County of Fresno.

22 **1.17.** “Defendants” means Defendants Mirabella Farms, Inc. and Philippe Markarian.

23 **1.18.** “Defense Counsel” means Ian B. Wieland and Michael J. Conway II of Sagaser
24 Watkins & Wieland PC.

25 **1.19.** “Effective Date” means the date by when both of the following have occurred: (a)
26 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
27 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no

1 Participating Class Members object to the Settlement, the day the Court enters Judgment; (b) if one
2 or more Participating Class Members object to the Settlement, the day after the deadline for filing a
3 notice of appeal from the Judgment; or, (c) if a timely appeal from the Judgment is filed, the day
4 after the appellate court affirms the Judgment and issues a remittitur.

5 **1.20.** “Final Approval” means the Court’s order granting final approval of the Settlement.

6 **1.21.** “Final Approval Hearing” means the Court’s hearing on the Motion for Final
7 Approval of the Settlement.

8 **1.22.** “Final Judgment” means the Judgment Entered by the Court upon Granting Final
9 Approval of the Settlement.

10 **1.23.** “Gross Settlement Amount” means \$250,000.00, which is the total amount
11 Defendants agree to pay under the Settlement, subject to (voluntary) increase as provided in Section
12 8 of this Agreement. The Gross Settlement Amount will be used to pay Individual Class Payments,
13 Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel
14 Expenses, Class Representative Service Payment, and the Administrator’s Expenses.

15 **1.24.** “Individual Class Payment” means a Participating Class Member’s pro rata share of
16 the Net Settlement Amount calculated according to the number of Class Pay Periods worked by the
17 Participating Class Member.

18 **1.25.** “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of
19 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked by
20 the Aggrieved Employee.

21 **1.26.** “Judgment” means the judgment entered by the Court based upon the Final
22 Approval.

23 **1.27.** “LWDA” means the California Labor and Workforce Development Agency, the
24 agency entitled, under Labor Code §2699, subd. (i), to receive the LWDA PAGA Payment.

25 **1.28.** “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
26 under Labor Code §2699, subd. (i).

27 **1.29.** “Net Settlement Amount” means the Gross Settlement Amount, less the following
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1 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
2 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
3 Litigation Expenses Payment, and the Administration Expenses Payment.

4 **1.30.** “Non-Participating Class Member” means any Class Member who opts out of the
5 Settlement by sending the Administrator a valid and timely Request for Exclusion.

6 **1.31.** “Notice Packet” means the Class Notice (Exhibit A), the Request for Exclusion form
7 (Exhibit B), the Pay Period Dispute form (Exhibit C), and the Objection form (Exhibit D).

8 **1.32.** “Operative Complaint” means the Second Amended Complaint which will be
9 subsequently filed by Plaintiff on or after March 12, 2024.

10 **1.33.** “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

11 **1.34.** “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee
12 was employed directly by Defendants during the PAGA Period and received payment for wages for
13 work performed within the pay period.

14 **1.35.** “PAGA Period” means the period from February 3, 2022, through the date the Court
15 grants Preliminary Approval of the Settlement.

16 **1.36.** “PAGA Notice” means Plaintiff’s February 3, 2023 and January 5, 2024, letters to
17 Defendants and the LWDA providing notice pursuant to Labor Code §2699.3, subd. (a).

18 **1.37.** “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from
19 the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$1,250.00) and the 75%
20 to LWDA (\$3,750.00) in settlement of PAGA claims.

21 **1.38.** “Participating Class Member” means a Class Member who does not submit a valid
22 and timely Request for Exclusion from the Settlement.

23 **1.39.** “Plaintiff” means Susana Rodriguez, the named plaintiff in the Action.

24 **1.40.** “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of
25 the Settlement.

26 **1.41.** “Preliminary Approval Order” means the proposed Order Granting Preliminary
27 Approval of the Settlement.

1 **1.42.** “Released Class Claims” means the Released Claims being released as described in
2 Section 5.4.1 below.

3 **1.43.** “Released PAGA Claims” means the Released Claims being released as described in
4 Section 5.4.2 below, which arise and/or are assertable under PAGA.

5 **1.44.** “Released Parties” means: Defendants together with their present and former parents,
6 subsidiaries, affiliated entities, commonly owned or controlled entities, present and former owners,
7 board members, officers, directors, trustees, shareholders, members, partners, employees, agents,
8 insurers, attorneys, representatives, heirs, executors, administrators, successors and assigns, and any
9 individual or entity to whom liability for claims released by Plaintiff, or the Released Class Claims
10 and Released PAGA Claims, could be assigned pursuant to Labor Code §558.1, or on a joint-
11 employer, alter-ego, or other vicarious liability theory.

12 **1.45.** “Request for Exclusion” means a Class Member’s submission of a written request to
13 be excluded from the Class Settlement signed by the Class Member. A Request for Exclusion form
14 is attached as Exhibit B.

15 **1.46.** “Response Deadline” means 45 days after the Administrator mails Notice to Class
16 Members and Aggrieved Employees (plus an additional 14 days, in the case of Class Members
17 whose Notice Packets are resent by the Administrator after being returned as undeliverable), and
18 shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion
19 from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement.

20 **1.47.** “Settlement” means the disposition of the Action effected by this Agreement and the
21 Judgment.

22 **2. RECITALS**

23 **2.1.** On February 9, 2023, Plaintiff commenced this Action by filing a Complaint alleging
24 various causes of action arising under the California Labor Code and related laws. Plaintiff
25 subsequently filed a first amended complaint on April 26, 2023. As of the date of signing this
26 Agreement, Plaintiff has not yet, but intends to file a second amended complaint clarifying some of
27 the existing ambiguities in the first amended complaint. Once Plaintiff files the second amended
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1 complaint, per stipulation by the parties, the second amended complaint will serve as the Operative
2 Complaint. Defendants deny the allegations in the Operative Complaint and any prior pleadings by
3 Plaintiff, deny any failure to comply with the law, and denies any liability for the claims alleged in
4 the Operative Complaint and any prior pleadings by Plaintiff.

5 **2.2.** Pursuant to Labor Code §2699.3, subd. (a), Plaintiff gave timely written notice to
6 Defendants and the LWDA by sending the PAGA Notice.

7 **2.3.** On October 3, 2023 the Parties participated in an all-day mediation presided over by neutral
8 Mark Keppler which led to this Agreement to settle the Action.

9 **2.4.** Prior to mediation, Plaintiff obtained, through informal discovery, the number of putative
10 Class Members, the number of Aggrieved Employees, the number of workweeks, the number of pay
11 periods, sample time records, sample payroll records, written policies, and related information.
12 Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v.*
13 *Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.*
14 (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

15 **2.5.** The Court has not granted class certification.

16 **3. MONETARY TERMS**

17 **3.1.** Gross Settlement Amount. Except as otherwise provided by Section 8 below,
18 Defendants promise to pay \$250,000.00 and no more as the Gross Settlement Amount and to
19 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class
20 Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes)
21 prior to the deadline stated in Section 4.1.3 of this Agreement. The Administrator will disburse the
22 entire Gross Settlement Amount without asking or requiring Participating Class Members or
23 Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement
24 Amount will revert to Defendants.

25 **3.2.** Payments from the Gross Settlement Amount. The Administrator will make and
26 deduct the following payments from the Gross Settlement Amount, in the amounts specified by the
27 Court in the Final Approval:

1 3.2.1. To Plaintiff: Class Representative Service Payment to the Class
2 Representative of not more than \$5,000.00 (in addition to any Individual Class Payment and any
3 Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class
4 Member and Aggrieved Employee). Defendants will not oppose Plaintiff's request for a Class
5 Representative Service Payment that does not exceed this amount. As part of the motion for
6 Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court
7 approval for any Class Representative Service Payments no later than 16 court days prior to the
8 Final Approval Hearing. If the Court approves a Class Representative Service Payment less than
9 the amount requested, the Administrator will retain the remainder in the Net Settlement Amount.
10 The Administrator will pay the Class Representative Service Payment using IRS Form 1099.
11 Plaintiff assumes full responsibility and liability for taxes owed on the Class Representative
12 Service Payment and agrees to hold Defendants harmless, and indemnify Defendants, from any
13 dispute or controversy regarding any division, sharing, or taxation of this payment.

14 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third,
15 which is currently estimated to be \$83,333.33 and a Class Counsel Litigation Expenses Payment
16 of not more than \$10,000.00. Defendants will not oppose requests for these payments provided
17 that do not exceed these amounts and the Class Counsel Litigation Expenses Payment claimed
18 are recoverable under statute. Plaintiff and/or Class Counsel will file a motion for Class Counsel
19 Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the
20 Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class
21 Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will
22 allocate the remainder to the Net Settlement Amount. Defendants and Released Parties shall
23 have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any
24 portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment.
25 The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses
26 Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and
27 liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation
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Expenses Payment and agrees to hold Defendants harmless, and indemnify Defendants, from any dispute or controversy regarding any division, sharing, or taxation of any of these payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$12,687.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less than \$12,687.00 or the Court approves payment less than \$12,687.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Class Pay Periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Class Pay Periods.

3.2.5. Tax Allocation of Individual Class Payments. 2.5% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion of Individual Class Payments are subject to tax withholding and will be reported on an IRS W-2 Form. 2.5% of each Participating Class Member's Individual Class Payment will be allocated to settlement of reimbursement claims, and 95% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion of Individual Class Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment.

3.2.6. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.7. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$5,000.00 to be paid from the Gross Settlement Amount, with 75% (\$3,750.00) allocated to the LWDA PAGA Payment and 25% (\$1,250.00) allocated to the Individual PAGA Payments.

3.2.8. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$1,250.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.9. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1.1. Class Size. Based on a review of its records through August 2023, Defendants estimate there are 483 Class Members who collectively worked a total of 7,715 Pay Periods.

4.1.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.1.3. Funding of Gross Settlement Amount. Defendants shall fund the first \$150,000.00 of the Gross Settlement Amount and the corresponding amounts necessary to pay the payroll taxes on the Wage Portion of the Individual Class Payments within 30 calendar days

of the Effective Date. Defendants shall fund the remainder of the Gross Settlement Amount of \$100,000.00 and the corresponding amounts necessary to pay the payroll taxes on the Wage Portion of the Individual Class Payments as calculated by the Administrator within one-year and 30 calendar days of the Effective Date.

4.1.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the first installment of the Gross Settlement Amount (\$150,000.00), the Administrator will mail checks for the pro-rata share of: Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment. Within 14 days after Defendants fund the second installment of the Gross Settlement Amount (\$100,000.00), the Administrator will mail checks for the remaining pro-rata share of: Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment. Disbursement of the pro-rata share of Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall follow, not precede, disbursement of each pro-rata share of Individual Class Payments and the pro-rata share of Individual PAGA Payments following each respective installment of the Gross Settlement Amount.

4.1.5. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Notice Packet was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Notice Packet was returned undelivered). The

1 Administrator may send Participating Class Members and Aggrieved Employees a single check
2 combining the Individual Class Payment and the Individual PAGA Payment.

3 4.1.6. The Administrator must conduct a Class Member Address Search for all
4 Class Members whose checks are returned undelivered without USPS forwarding address.
5 Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS
6 forwarding address provided or to an address ascertained through the Class Member Address
7 Search. The Administrator need not take further steps to deliver checks to Class Members whose
8 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
9 replacement check to any Class Member whose original check was lost or misplaced, as
10 requested by the Class Member prior to the void date.

11 4.1.7. For any Class Member whose Individual Class Payment check or Individual
12 PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall
13 transmit the funds represented by such checks to the California Farmworker Foundation thereby
14 leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure
15 §384, subd. (b).

16 4.1.8. The payment of Individual Class Payments and Individual PAGA Payments
17 shall not obligate Defendants to confer any additional benefits or make any additional payments
18 to Class Members (such as 401(k) contributions, bonuses, vacation plans, sick leave plans, PTO
19 plans, regular rate of pay calculations, or other benefit plan) beyond those specified in this
20 Agreement.

21 **5. RELEASES OF CLAIMS**

22 5.1 Effective Date of Release. The releases described in this Agreement shall take effect upon
23 the Effective Date. Therefore, Defendants and Released Parties shall have the right to enforce the
24 releases contained in this Agreement against Plaintiff, Participating Class Members, Aggrieved
25 Employees, and the LWDA as of the Effective Date, prior to funding the Gross Settlement Amount
26 and prior to distribution of Individual Settlement Payments, Individual PAGA Payments, and the
27 LWDA PAGA Payment. The releases described in this Agreement may be invalidated after the
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Effective Date if Defendants fail to fund the Gross Settlement Amount by the deadlines set forth in Section 4.1.3 of this Agreement. The statute of limitations on any Released Claims shall be tolled between the Effective Date and Defendants' deadline to fund the Gross Settlement Amount per Section 4.1.3.

5.2 Plaintiff's General Release. Plaintiff, on behalf of herself and on behalf of her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, agrees to release and discharge Defendants and Released Parties from all known and unknown claims of whatever type that Plaintiff has or may have against Defendants and Released Parties through the date of Plaintiff's execution of this Agreement, except for claims to enforce this Agreement or claims that Plaintiff cannot release via a general release as a matter of law, including claims for unemployment and workers' compensation benefits ("Plaintiff's General Release").

5.3 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. Plaintiff acknowledges that she may discover facts or law different from, or in addition to, the facts or law that she now knows or believes to be true, which could materially affect her decision to agree to the releases set forth in this Agreement. Nonetheless, Plaintiff voluntarily assumes this risk, and agrees that Plaintiff's General Release shall remain in effect notwithstanding such different or additional discoveries. To this end, Plaintiff expressly waives and relinquishes her rights under California Civil Code §1542 with respect to Plaintiff's General Release, which provides:

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.

5.4 Release by Participating Class Members and Aggrieved Employees:

5.4.1 Release of Class Claims: As of the Effective Date, all Participating Class Members shall release Defendants and Released Parties of all claims that are not assertable under PAGA and that Plaintiff alleged, or could have alleged, based on the facts pled in the Operative Complaint, and which arose or existed during the Class Period ("Released Class Claims"). Without limiting the

foregoing, Released Class Claims shall include:

- i) All claims relating to unpaid wages (including claims for failure to pay minimum wages, straight time wages, overtime and double-time compensation); all claims related to the timeliness of wage payments (whether regular or final wages); all claims relating to the failure to provide compliant meal, rest, and recovery periods; all claims relating to the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims relating to the provision of wage statements; all claims relating to the failure to maintain accurate employment records; all claims relating to the reimbursement of necessary business expenses; all claims relating to the deduction of wages; and all claims relating to unfair business practices resulting from any of the foregoing.
- ii) All claims arising under California Labor Code §§201, 202, 203, 204, 204b, 207, 208, 210, 218.5, 218.6, 221, 225.5, 226, 226.2, 226.3, 226.7, 246, 248, 248.2, 248.5, 248.6, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, 2802; 8 C.C.R. §11130, Sections 3, 4, 5, 7, 11, 12, and 20; 8 C.C.R. §11140, Sections 3, 4, 5, 7, 11, 12, 18; 8 C.C.R. §3395; California Business and Professions Code §§17200-17208; California Civil Code §§3287 and 3289; California Code of Civil Procedure §1021.5; and related claims under the applicable provisions of the Fair Labor Standards Act (29 U.S.C. §§201, et seq.).
- iii) All remedies associated with any of the claims described herein, including but not limited to compensatory, consequential, incidental, liquidated, and punitive damages; penalties (whether statutory or civil); restitution; interest; costs; attorneys' fees; injunctive or other equitable

relief.

5.4.2 Release of PAGA Claims: As of the Effective Date, all Aggrieved Employees and the LWDA shall release Defendants and Released Parties of all claims that are assertable under PAGA and that Plaintiff alleged, or could have alleged, based on the facts pled in the Operative Complaint or Plaintiff's PAGA Notice, and which arose or existed during the PAGA Period ("Released PAGA Claims"). Without limiting the foregoing, Released PAGA Claims shall include:

- i) All claims for civil penalties recoverable under PAGA relating to unpaid wages (including claims for failure to pay minimum wages, straight time wages, overtime and double-time compensation); all claims for civil penalties recoverable under PAGA related to the timeliness of wage payments (whether regular or final wages); all claims for civil penalties recoverable under PAGA relating to the failure to provide compliant meal, rest, and recovery periods; all claims for civil penalties recoverable under PAGA relating to the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims for civil penalties recoverable under PAGA relating to the provision of wage statements; all claims for civil penalties recoverable under PAGA relating to the failure to maintain accurate employment records; all claims for civil penalties recoverable under PAGA relating to the reimbursement of necessary business expenses; and all claims for civil penalties recoverable under PAGA relating to the deduction of wages. Without limiting the foregoing, Released PAGA Claims shall include claims for civil penalties under California Labor Code §§203, 210, 225.5, 226, 226.3, 248.5, 558, 1174.5, 1197.1, 8 C.C.R.

§11130, Sec. 20, 8 C.C.R. §11140, Sec. 18, and other default civil penalties for the Released PAGA Claims available under California Labor Code §2699.

5.5 Construction. The Parties intend that this release be construed as broadly as possible. The release excludes the release of claims not permitted by law.

5.6 Resolution of Good Faith Dispute. The Parties warrant and represent that the releases for Participating Class Members and Aggrieved Employees resolve, pursuant to Labor Code §§206 and 206.5, and applicable case law (including but not limited to *Chindarah v. Pick Up Stix, Inc.* (2009) 171 Cal.App.4th 796) a good faith dispute regarding any and all wages, if any, owed by Defendants to Participating Class Members / Aggrieved Employees through their last day of employment with Defendants within the Class Period and PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiff shall prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”). Defendants shall not oppose the motion, to the extent consistent with this Agreement.

6.1 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code §2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Notice Packet; (iv) a signed declaration from Plaintiff confirming her willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel attesting to their competency to represent the Class Members; and (vii) proof of Plaintiff’s timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code §2699.3, subd. (a)), Operative Complaint (Labor Code §2699, subd. (l)(1)), and this Agreement (Labor Code §2699, subd. (l)(2))).

6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and

1 filing the Motion for Preliminary Approval no later than 45 days after the full execution of this
2 Agreement, or within 20 days of the filing of the Second Amended Complaint, whichever is later;
3 obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court
4 to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for
5 delivering the Court's Preliminary Approval Order to the Administrator.

6 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
7 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
8 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or
9 by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
10 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
11 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
12 in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the
13 Court's concerns. However, no Party shall be obligated to consent to any material change (including
14 but not limited to changes to the Gross Settlement Amount or the releases set forth herein) in the
15 Agreement, whether or not such material change is caused or requested by the Court.

16 7. SETTLEMENT ADMINISTRATION

17 7.1 Selection of Administrator. The Parties have jointly selected Simpluris Inc. to serve as the
18 Administrator and verified that, as a condition of appointment, Simpluris Inc. agrees to be bound by
19 this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange
20 for the Administration Expenses Payment. The Parties, Class Counsel, and Defense Counsel
21 represent that they have no interest or relationship, financial or otherwise, with the Administrator
22 other than a professional relationship arising out of prior experiences administering settlements.

23 7.2 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
24 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
25 section 468B-1.

26 7.3 Notice to Class Members.

27 7.3.1 No later than three (3) business days after receipt of the Class Data, the
28

1 Administrator shall notify Class Counsel that the list has been received and state
2 the number of Class Members, Aggrieved Employees, Class Pay Periods, and
3 PAGA Pay Periods in the Class Data.

4 7.3.2 Using best efforts to perform as soon as possible, and in no event later than 30
5 days after receiving the Class Data, the Administrator will send to all Class
6 Members identified in the Class Data, via first-class United States Postal
7 Service (“USPS”) mail, the Notice Packet substantially in the forms attached to
8 this Agreement as Exhibits A, B, C, and D. The first page of the Class Notice
9 shall prominently estimate the dollar amounts of any Individual Class Payment
10 and/or Individual PAGA Payment payable to the Class Member and/or
11 Aggrieved Employee, and the number of Class Pay Periods and PAGA Pay
12 Periods (if applicable) used to calculate these amounts.

13 7.3.3 Not later than 3 business days after the Administrator’s receipt of any Notice
14 Packet returned by the USPS as undelivered, the Administrator shall re-mail the
15 Notice Packet using any forwarding address provided by the USPS. If the USPS
16 does not provide a forwarding address, the Administrator shall conduct a Class
17 Member Address Search, and re-mail the Notice Packet to the most current
18 address obtained. The Administrator has no obligation to make further attempts
19 to locate or send Notice Packet to Class Members whose Notice Packet is
20 returned by the USPS a second time.

21 7.3.4 The deadlines for Class Members’ written objections, Challenges to Class Pay
22 Periods and/or PAGA Pay Periods (disputes), and Requests for Exclusion will
23 be extended an additional 14 days beyond the 45 days otherwise provided in the
24 Class Notice for all Class Members whose notice is re-mailed. The
25 Administrator will inform the Class Member of the extended deadline with the
26 re-mailed Notice Packet.

27 7.3.5 If the Administrator, Defendants, or Class Counsel is contacted by or otherwise
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discovers any persons who believe they should have been included in the Class Data and should have received Notice Packet, the Parties will expeditiously meet and confer in person, by telephone, or via email, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send a Notice Packet requiring them to exercise options under this Agreement within the timeframes applicable to Class Members whose Notice Packet is re-mailed by the Administrator.

7.4 Requests for Exclusion (Opt-Outs).

7.4.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. A Request for Exclusion form, attached as Exhibit B, may be used for this purpose but is not required.

7.4.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a

Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.4.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Section 5.4.1 of this Agreement, regardless of whether the Participating Class Member actually receives the Notice Packet, an Individual Settlement Payment, objects to the settlement, or disputes the pay periods set forth in the Class Notice.

7.4.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.

7.4.5 All Aggrieved Employees are entitled to all benefits and bound by all terms and conditions of the Settlement as they pertain to PAGA claims, including the Aggrieved Employees' Releases under Section 5.4.2 of this Agreement, regardless of whether the Aggrieved Employee actually receives the Notice Packet, an Individual PAGA Payment, objects to the settlement, or disputes the pay periods set forth in the Class Notice.

7.5 Challenges to Calculation of Pay Periods. Each Class Member shall have 45 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members whose Notice Packet is re-mailed) to challenge the number of Class Pay Periods and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. A Pay Period Dispute form, attached as Exhibit C, may be used for this purpose but is not required. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary

documentation, the Administrator is entitled to presume that the Class Pay Periods and PAGA Pay Periods contained in the Class Data are correct. The Administrator's determination of each Class Member's allocation of Class Pay Periods and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Class Pay Periods and/or PAGA Pay Periods and the Administrator's determination as to such challenges to Defense Counsel and Class Counsel, except that any information provided to Class Counsel in relation to pay period disputes shall not contain any personal identifying information (e.g., names and contact information) of the Class Members.

7.6 Objections to Settlement.

7.6.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payment.

7.6.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Notice Packet (plus an additional 14 days for Class Members whose Notice Packet was re-mailed). An The Objection form attached as Exhibit D may be used for this purpose, but is not required.

7.6.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.7 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

1 7.7.1 Email Address, Fax Number, and Toll-Free Number. The Administrator will
2 establish and maintain and use an email address, fax number, and a toll-free
3 telephone number to receive Class Member emails, faxes, and calls.

4 7.7.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
5 promptly review Requests for Exclusion to ascertain their validity. Not later
6 than 5 days after the expiration of the deadline for submitting Requests for
7 Exclusion, the Administrator shall email a list to Defense Counsel containing
8 (a) the names and other identifying information of Class Members who have
9 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names
10 and other identifying information of Class Members who have submitted
11 invalid Requests for Exclusion; and, (c) copies of all Requests for Exclusion
12 documentation submitted (whether valid or invalid). Upon request, the
13 Administrator may provide summary information regarding the information
14 described in this section to Class Counsel, but shall not provide any personal
15 identifying information (e.g., names and contact information) to Class Counsel.

16 7.7.3 Weekly Reports. The Administrator must, on a weekly basis, provide written
17 reports to Class Counsel and Defense Counsel that, among other things, tally
18 the number of: Notice Packets mailed or re-mailed, Notice Packets returned
19 undelivered, Requests for Exclusion (whether valid or invalid) received,
20 objections received, challenges to Class Pay Periods and/or PAGA Pay Periods
21 received and/or resolved, and checks mailed for Individual Class Payments and
22 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must
23 include the Administrator’s assessment of the validity of Requests for
24 Exclusion and attach copies of all Requests for Exclusion and objections
25 received, except that any information provided to Class Counsel shall not
26 contain any personal identifying information (e.g., names and contact
27 information) of the Class Members

1 7.7.4 Class Pay Period and/or PAGA Pay Period Challenges. The Administrator shall
2 consult with Class Counsel and Defense Counsel in an attempt to resolve any
3 such challenges; although the Administrator has the authority to address and
4 make final decisions consistent with the terms of this Agreement on all Class
5 Member challenges regarding the calculation of Class Pay Periods and/or
6 PAGA Pay Periods. The Administrator's decision shall be final and not
7 appealable or otherwise susceptible to challenge.

8 7.7.5 Administrator's Declaration. Not later than 21 days before the date by which
9 Plaintiff is required to file the Motion for Final Approval of the Settlement, the
10 Administrator will provide to Class Counsel and Defense Counsel a signed
11 declaration suitable for filing in Court attesting to its due diligence and
12 compliance with its obligations under this Agreement, including, but not limited
13 to, its mailing of the Notice Packets, the Notice Packets returned as undelivered,
14 the re-mailing of Notice Packets, attempts to locate Class Members, the total
15 number of Requests for Exclusion it received (both valid or invalid), and the
16 number of written objections received. The Administrator shall provide along
17 with such declaration the Exclusion List with all personal identifying
18 information (e.g., names and contact information) redacted. The Administrator
19 will supplement its declaration as needed or requested by the Parties and/or the
20 Court. Class Counsel is responsible for filing the Administrator's declaration(s)
21 in Court.

22 7.7.6 Final Report by Administrator. Within 10 days after the Administrator
23 disburses the Gross Settlement Amount, the Administrator will provide Class
24 Counsel and Defense Counsel with a final report detailing its disbursements.
25 All personal identifying information (e.g., names and contact information) shall
26 be redacted from the report. At least 15 days before any deadline set by the
27 Court, the Administrator will prepare, and submit to Class Counsel and Defense
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Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. If the number of Class Members exceeds 483 by 20-percent (i.e., if there are more than 580 Class Members) or the number of Class Pay Periods exceeds 7,715 by 20-percent (i.e., if there are more than 9,258 Class Pay Periods), whichever figure is more favorable to Defendants, the Gross Settlement Amount may, subject to Defendants' election, increase proportionally by either (a) \$413.91 for each additional Class Member above 580, or (b) \$25.92 for each additional Class Pay Period above 9,258, whichever figure Defendants elect to use. Defendants shall have the exclusive right to either pay such a pro rata increase as part of the Gross Settlement Amount, or to choose an end-date for the Class Period that is the last day on which the Class Member count was 579 Class Members or the Class Pay Period count was 9,257 Class Pay Periods. The PAGA Period shall extend through the date of Preliminary Approval and shall not be subject to any pro rata increase.

9. DEFENDANT'S RIGHT TO WITHDRAW. Defendants shall have the right at its sole discretion to terminate the settlement if more than 5% of Class Members timely elect to exclude themselves from the Settlement, as determined by the Administrator. If Defendants exercises its right under this Section, Defendants shall be solely liable for administrative costs incurred by the Administrator. Defendants must exercise their right to terminate the settlement in a writing to Class Counsel stating an intention to terminate the Settlement within 21-days of receiving the final Exclusion List from the Administrator.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code §2699, subd. (l), a proposed Final Approval order, and a proposed

Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 5 working days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Agreement (including but not limited to the scope of the releases or changes to the Gross Settlement Amount), the Parties shall expeditiously work together in good faith to address the Court’s concerns and endeavor to revise the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this section. No Party shall be obligated to consent to any material change in the Agreement, whether or not such material change is caused or requested by the Court.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The

1 waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals.

2 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
3 appellate court vacates, reverses, or modifies the Judgment in a manner that requires a material
4 modification of this Agreement (including, but not limited to, the scope of releases or changes to
5 the Gross Settlement Amount), this Agreement shall be null and void. The Parties shall nevertheless
6 expeditiously work together in good faith to address the appellate court's concerns and to obtain
7 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration
8 expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
9 the Court's award of the Class Representative Service Payment, the Class Counsel Fees Payment,
10 and/or the Class Counsel Litigation Expenses Payment shall not constitute a material modification
11 of the Judgment within the meaning of this section, as long as the Gross Settlement Amount remains
12 unchanged. However, no party shall be obligated to consent to any material change in the
13 Agreement, whether or not such material change is caused or requested by the reviewing Court.

14 **11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
15 Procedure §384, the Parties will work together in good faith to jointly submit and a proposed
16 amended judgment.

17 **12. ADDITIONAL PROVISIONS.**

18 12.1 No Admission of Liability, Class Certification, or Representative Manageability for
19 Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
20 Nothing in this Agreement is intended or should be construed as an admission by Defendants that
21 any of the allegations in the Operative Complaint have merit or that Defendants have any liability
22 for any claims asserted. Nor shall this Agreement be intended or construed as an admission by
23 Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification
24 and representative treatment is for purposes of this Settlement only. If, for any reason the Court does
25 grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to
26 contest certification of any class for any reasons, Defendants reserves all available defenses to the
27 claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds

1 available and to contest Defendants' defenses. The Settlement, this Agreement and Parties'
2 willingness to settle the Action will have no bearing on, and will not be admissible in connection
3 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this
4 Agreement).

5 12.2 Confidentiality. Prior to preliminary approval, Plaintiff, Class Counsel, Defendants,
6 and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
7 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
8 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or
9 indirectly, specifically or generally, to any person, corporation, association, government agency, or
10 other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be
11 instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent
12 necessary to report income to appropriate taxing authorities; (4) in response to a court order or
13 subpoena; (5) in response to an inquiry or subpoena issued by a state or federal government agency;
14 or, (6) to Class Members for purposes of informing them about this Settlement and its procedures.
15 After preliminary approval, Class Counsel shall not disclose this Settlement to current or former
16 employees of Defendants, to the media, or on any websites, blogs, social media, and/or online
17 platforms. Exceptions to Class Counsel's obligation of confidentiality after preliminary approval
18 are (i) disclosures necessary to comply with the law, judicial processes, or for financial planning or
19 tax preparation purposes; (ii) to the extent needed to enforce this Agreement; (iii) disclosures to a
20 court for purposes of describing its qualifications as counsel; or, (iv) to Class Members for purposes
21 of informing them about this Settlement and its procedures. Each Party agrees to immediately notify
22 the other Party of any judicial or agency order, inquiry, or subpoena seeking such information.

23 12.3 No Solicitation. The Parties agree that they and their respective counsel and
24 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
25 from the Judgment. Nothing in this section shall be construed to restrict the Parties' or their
26 respective counsel's ability to communicate with Class Members for purposes of informing them
27 about this Settlement and its procedures.

12.4 Integrated Agreement. Upon execution by the Parties, Class Counsel, and Defense Counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of Mr. Mark Keppler and/or the Court for resolution. Nothing in this section shall be construed as obligating the Parties to consent to any material change in the Agreement, whether or not such material change is caused or requested by the Court or the reviewing Court.

12.6 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.7 No Tax Advice. Plaintiff, Class Counsel, Defendants, and Defense Counsel are not providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties, and approved by the Court.

12.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.11 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.

12.12 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.13 Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Effective Date, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Effective Date, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

12.14 Headings. The descriptive heading of any section or section of this Agreement is inserted for convenience of reference only.

12.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or legal holiday, such date or deadline shall be on the first business day thereafter.

12.16 Notice. All written notices, demands or other communications between the Parties in connection with this Agreement shall be addressed as follows:

To Plaintiff:

Lenden F. Webb, Esq.

Christopher E. Nichols, Esq.

WEBB LAW GROUP, APC

446 W. Fallbrook Avenue, Suite 102

Fresno, CA 93711

Email: lwebb@webblawgroup.com; cnichols@webblawgroup.com; service@webblawgroup.com

SAGASER, WATKINS & WIELAND PC

ATTORNEYS AT LAW
5260 North Palm Avenue, Suite 400
Fresno, California 93704
Telephone: (559) 421-7000

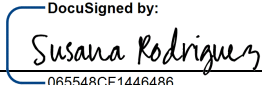
To Defendants:
 Ian B. Wieland, Esq.
 Michael J. Conway II, Esq.
 Sagaser Watkins & Wieland PC
 5260 N Palm Ave, Ste. 400
 Fresno, CA 93704
 Email: ian@sw2law.com; mikec@sw2law.com

12.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

February 21, 2024

Dated: January __, 2024

SUSANA RODRIGUEZ

By:  065548CF1446486...

Dated: January __, 2024

PHILIPPE MARKARIAN

By: _____

Dated: January __, 2024

MIRABELLA FARMS, INC.

By: _____
 Philippe Markarian

Approved as to Form

1 To Defendants:

2 Ian B. Wieland, Esq.

3 Michael J. Conway II, Esq.

4 Sagaser Watkins & Wieland PC

5 5260 N Palm Ave, Ste. 400

6 Fresno, CA 93704

7 Email: ian@sw2law.com; mikec@sw2law.com

8 12.17 Execution in Counterparts. This Agreement may be executed in one or more
9 counterparts by facsimile, electronically (i.e. DocuSign), or email, which for purposes of this
10 Agreement shall be accepted as an original. All executed counterparts and each of them will be
11 deemed to be one and the same instrument if counsel for the Parties will exchange between
12 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
13 the existence and contents of this Agreement.

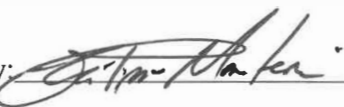
14 Dated: March __, 2024

SUSANA RODRIGUEZ

15 By: _____

16 Dated: February 28, 2024

PHILIPPE MARKARIAN

17 By:  _____

18 Dated: February 28, 2024

MIRABELLA FARMS, INC.

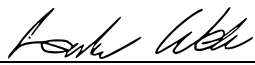
19 By:  _____
Philippe Markarian

20 Approved as to Form

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Dated: March 4, 2024

WEBB LAW GROUP, APC

By: 
Attorneys for Plaintiff

Dated: March 4, 2024

SAGASER, WATKINS & WIELAND PC

By: 
Attorneys for Defendants