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23 Attorneys for Defendant
24 SETTON PISTACHIO OF TERRA BELLA, INC.

25
26 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

27 **COUNTY OF TULARE**

28 JOSE L. GAMEZ, on behalf of himself and for
all similarly situated persons,

Plaintiffs,

v.

SETTON PISTACHIO OF TERRA BELLA,
INC., and DOES 1-50,

Defendants.

Case No. VCU298711

**JOINT STIPULATION OF PAGA
SETTLEMENT**

[Proposed Order filed herewith]

Action Filed: May 30, 2023

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(3) last known telephone number; (4) social security number; (5) dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s); and (6) any other reasonable information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

6. “Aggrieved” or “Aggrieved Employees” means all current and former hourly-paid, non-exempt employees of Defendant who were employed by Defendant in the state of California at any time during the PAGA Period.

7. “PAGA Representative” means Plaintiff in his capacity as a representative of the Aggrieved Employees. The PAGA Representative incentive pay shall be Two Thousand Five Hundred Dollars (\$2,500) or what is approved by the Court. Defendant shall not contest the amount of the incentive pay.

8. “Effective Date” means the later of the following: (1) the date upon which the Court enters Final Approval; or (2) if any timely appeals are filed, the date of the final resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.

9. “Final Approval” means the date of final affirmation of the Court’s signed Order and Judgment granting final approval of this Settlement.

10. “General Release” means the broader release of all claims by Plaintiff in the Action, which is in addition to Plaintiff’s release of claims as a Participating Aggrieved Employee, **except this release has no effect on Plaintiff’s individual (non-PAGA) claims against Defendant presently pending in Arbitration.**

11. “Gross Settlement Amount” means the sum of One Hundred Thousand Dollars and Zero Cents (\$100,000.00), which shall be paid by Defendant into a Qualified Settlement Fund (QSF). The Gross Settlement Amount is non-reversionary, no portion of the Gross Settlement Amount will return to Defendant and includes: (1) PAGA Counsel’s fees; (2) PAGA Counsel’s costs; (3) Settlement Administration Costs; (4) Plaintiff’s incentive payment; and (5) the PAGA Payment of PAGA penalties to be paid to the LWDA and PAGA Members.

12. “PAGA” means the California Labor Code section 2698, et al., also known as the “Private Attorneys General Act of 2004.”

1 13. “PAGA Payment” means the payment to the State of California Labor and
2 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
3 amount allocated toward penalties under the PAGA and payments to the PAGA Members of their
4 (25%) share of the total amount allocated toward penalties under the PAGA, all of which are to be
5 paid from the Gross Settlement Amount. PAGA Members will receive their share of the PAGA
6 Payment on a pro rata basis based upon whether they were employed during the PAGA Period
7 regardless of the number of pay periods worked. PAGA Members will receive payment from the
8 employee portion of the PAGA Payment and will be deemed to have released any claims arising out
9 of PAGA if the Court approves the PAGA Payment.

10 14. “PAGA Period” means the period commencing on March 14, 2020, and ending on
11 April 18, 2025, or the date of the approval of the Settlement by the Court, whichever date comes
12 first.

13 15. “PAGA Members” means Aggrieved Employees who were employed by Defendant
14 during the PAGA Period.

15 16. “Pay Period” shall mean any day a PAGA Member worked at least one (1) day for
16 Defendant during the PAGA Period.

17 17. “Plaintiff” means Jose L. Gamez.

18 18. “Released PAGA Claims” means any and all PAGA claims that could have been
19 asserted under the California Labor Code Private Attorneys General Act of 2004 based on the same
20 or similar factual allegations and claims in the operative Complaint in this Action or any PAGA
21 notice submitted by Plaintiff to the LWDA, for the PAGA Period.

22 19. “Released Parties” means Defendant and Defendant’s parent companies,
23 subsidiaries, affiliates, divisions, predecessors, successors, assigns and joint venturers past, present
24 and/or future, and each of their direct and/or indirect officers, directors, members, managers,
25 employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, and
26 administrators.

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20. “Settlement Administrator” means ILYM Group, Inc. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

21. “Settlement Administration Costs” mean the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating/confirming the Aggrieved Employee Workweeks/Pay Periods from the information contained in the Aggrieved List, calculating each PAGA Member’s PAGA Payment, calculating the amounts of withholding for payments, calculating the employer’s share of payroll taxes, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. The parties have agreed to use ILYM Group, Inc., which has quoted fees and expenses of Seven Thousand Nine Hundred Fifty Dollars and No Cents (\$7,950.00). Should the Settlement Administration Costs result in less than the quoted amount, any residual amount should be allocated towards payments to the PAGA Members pro-rata.

22. “Workweek” shall mean any calendar week during which a PAGA Member worked at least one (1) day for Defendant during the PAGA Period, and based on hire dates, re-hire dates and termination dates.

TERMS OF AGREEMENT

23. Settlement Consideration: Defendant shall fund the Gross Settlement Amount (there shall be no payroll taxes assessed as the Settlement Amount payments to PAGA Members consist of only penalties). The following will be paid out of the Gross Settlement Amount: PAGA Counsel's Fees and Costs, the PAGA Payment, Plaintiff's incentive payment, and the Settlement Administration Costs, as specified in this Agreement. Defendant shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

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1 24. Potential Increase to the Gross Settlement Amount: Defendant estimated there were
2 approximately 148,828 workweeks reviewed and analyzed during the PAGA Period (“Reviewed
3 Workweeks”); however, less than one percent (1%) of the Reviewed Workweeks contained
4 violations subject to PAGA penalties. The Gross Settlement Amount reflects the risk and costs of
5 further litigation and Defendant’s asserted defense under the application of *Brinker Restaurant*
6 *Corp. v. Sup. Ct.*, 53 Cal. 4th 1004 (2012). Should the estimated Reviewed Workweeks ultimately
7 increase by more than 10% as estimated, Defendant shall increase the Gross Settlement Amount on
8 a *pro-rata* basis equal to the percentage increase in the number of Workweeks worked by the
9 Aggrieved Employees above 10%. For example, if the number of Workweeks increases by 11%
10 the Gross Settlement Amount will increase by 1%.

11 25. Funding of the Gross Settlement Amount: Within fourteen (14) calendar days of the
12 Effective Date of the Settlement, as defined in this Agreement, Defendant will deposit the Gross
13 Settlement Amount into a Qualified Settlement Fund (“QSF”) to be established by the Settlement
14 Administrator. Defendant shall provide all information necessary for the Settlement Administrator
15 to calculate necessary payroll taxes including its official name, 8-digit state unemployment
16 insurance tax ID number, its 2022 or 2023 UI Rate, its California Payroll Tax Account Number, and
17 other information requested by the Settlement Administrator, no later than fourteen (14) calendar
18 days after the date on which the Court enters an Order granting Preliminary Approval. This
19 information shall be kept confidential from Plaintiffs. Defendants may not vary from the Court
20 approved scheduling for the funding of the Gross Settlement Amount at all unless the Parties agree
21 otherwise; it is not anticipated there would be a need to alter the funding date. If Defendants have
22 an objection to the Court approved funding timeline, Defendants must seek *ex parte* relief from the
23 Court about its objection, unless Plaintiffs agree with Defendants otherwise.

24 26. Distribution of the Gross Settlement Amount: No later than fourteen (14) calendar
25 days of the funding of the Settlement, the Settlement Administrator will issue payments for: (a) the
26 PAGA Payment to the Labor and Workforce Development Agency and PAGA Members; (b) PAGA
27 Counsel’s Fees and Costs and (c) Settlement Administration Costs. Defendant may not vary from
28 the Court approved scheduling for the distribution of the Gross Settlement Amount at all. If

1 Defendant has an objection to the Court approved distribution timeline, Defendant must seek *ex*
2 *parte* relief from the Court about its objection, unless Plaintiff agrees with Defendant otherwise.

3 27. Attorneys' Fees and Costs: Defendant agrees not to oppose any application or motion
4 by PAGA Counsel for attorneys' fees of not more than Thirty-Three Thousand Three Hundred
5 Thirty-Three Dollars and Thirty-Three Cents (\$33,333.33) plus the reimbursement of reasonable
6 costs and expenses associated with the litigation and settlement of the Action of \$2,000 (\$1,449.94
7 filing fees; \$75 PAGA fee; \$125 mailing; \$350.06 service and e-filing fees), both of which will be
8 paid from the Gross Settlement Amount. Any portion of the requested fees or costs that is not
9 awarded to the PAGA Counsel shall be reallocated distributed to Aggrieved Employees as provided
10 in this Agreement.

11 28. PAGA Payment: Fifty-Four Thousand Two Hundred Seventeen Dollars and Zero
12 Cents (\$54,217) shall be allocated from the Gross Settlement Amount for settlement of claims for
13 civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%)
14 of the PAGA Payment, or Forty Thousand Six Hundred Sixty-Two Dollars and Seventy-Five Cents
15 (\$40,662.75), to the California Labor and Workforce Development Agency ("LWDA"). Thirteen
16 Thousand Five Hundred Fifty-Four Dollars and Twenty-Five Cents (\$13,554.25) will be distributed
17 to PAGA Members on a pro rata basis. PAGA Members shall receive their portion of the PAGA
18 Payment and will be deemed to have released any claims arising out of PAGA. Pursuant to
19 California Labor Code section 2699(l), PAGA Counsel will provide a copy of this Joint Stipulation
20 of Settlement to the LWDA concurrently with the filing of the same with the Court.

21 29. Calculation of Each PAGA Member's Share of PAGA Payment: Each PAGA
22 Member's share of the PAGA Payment will be paid on a pro rata basis regardless of the number of
23 workweeks worked. This is so because the percent of violations were so low that dividing the
24 payments by the number of workweeks worked would make those working only a minimal number
25 of workweeks receiving very nominal payments not worth disbursing. Because the PAGA
26 settlement only involves shared civil penalties and not unpaid wages owed, both parties believed
27 this distribution was fair to all employees. The Settlement Administrator will evenly divide the
28 payments to PAGA Members.

1 30. Allocation of PAGA Payment: No portion of the PAGA Payment to PAGA Members
2 will be allocated to unpaid wages. One hundred percent (100%) of the PAGA portion of the
3 Settlement will be treated and paid as civil penalties. Neither Counsel for Plaintiff nor Defendant
4 intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor
5 shall anything in this Agreement be relied upon as such within the meaning of United States
6 Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

7 31. Settlement Administration Process: The Parties agree to cooperate in the
8 administration of the Settlement and to make all reasonable efforts to control and minimize the costs
9 and expenses incurred in administration of the Settlement. The Settlement Administrator will
10 provide the following services: a) establish and maintain a Qualified Settlement Fund; b)
11 calculate the portion of the PAGA Payment each PAGA Member shall receive; c) field inquiries
12 from Aggrieved Employees; d) print and issue all settlement payment checks; e) provide
13 declarations and/or other information to this Court as requested by the Parties and/or the Court
14 regarding the settlement administration process; f) provide weekly status reports to counsel for the
15 Parties; g) and posting a notice of final judgment online at Settlement Administrator's website.

16 32. Delivery of the Aggrieved List: Within fourteen (14) calendar days of Preliminary
17 Approval, Defendant will provide the Aggrieved List to the Settlement Administrator.

18 33. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator to
19 PAGA Members will be negotiable for at least one hundred eighty (180) calendar days. If a PAGA
20 Member does not cash his or her PAGA Payment check within 180 days, the uncashed funds, subject
21 to Court approval, shall be distributed to the Controller of the State of California to be held pursuant
22 to the Unclaimed Property Law, California Civil Code section 1500, *et. seq.* for the benefit of those
23 PAGA Members who did not cash their checks until such time that they claim their property. The
24 Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure
25 Code section 384, as the entire Settlement Amount will be paid out to PAGA Counsel or PAGA
26 Members, whether or not they all cash their PAGA payment checks. Therefore, Defendant will not
27 be required to pay any interest on such amounts. The checks for the portions of the PAGA Payment
28 to PAGA Members shall prominently state the expiration date or a statement that the check will

1 expire in one hundred eighty (180) days, or alternatively, such a statement may be made in a letter
2 accompanying the PAGA Member payment. Expired PAGA Member payments will not be reissued,
3 except for good cause and as mutually agreed by the Parties in writing.

4 34. Administration of Taxes by the Settlement Administrator: The Settlement
5 Administrator will be responsible for calculating the amounts of withholding for payments,
6 calculating the employer's share of payroll taxes, and issuing to Plaintiff, and PAGA Counsel any
7 W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this
8 Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes
9 and penalties to the appropriate government authorities.

10 35. Tax Liability: Defendant makes no representation as to the tax treatment or legal
11 effect of the payments called for hereunder, and Plaintiff is not relying on any statement,
12 representation, or calculation by Defendant or by the Settlement Administrator in this regard. The
13 Plaintiff understands and agrees that they will be solely responsible for paying any taxes and
14 penalties assessed on the payments described herein.

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

19 37. Release by Plaintiff, State of California, LWDA, and PAGA Members: Upon the
20 complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes
21 by Defendant to the Settlement Administrator, Plaintiff, all PAGA Members, the LWDA, and the
22 State of California release the Released Parties from the Released PAGA Claims. The Parties intend
23 for this PAGA settlement to have claim preclusion, issue preclusion, or otherwise bar a
24 representative action, if an aggrieved employee were to bring a subsequent claim on behalf of the
25 LWDA based on the same factual predicate as this Action and covering the same time.

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1 38. Release of Additional Claim & Rights by Plaintiff: Upon the complete funding of
2 the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant to the
3 Settlement Administrator, **except Plaintiff's individual (non-PAGA) claims against Defendant**
4 **presently pending in Arbitration**, Plaintiff agrees to release all other claims known or unknown,
5 accrued or unaccrued, that he has or may have against Released Parties, including execution of a
6 California Civil Code section 1542 release and waiver, **except that this release does not include**
7 **Plaintiff's individual (non-PAGA) claims against Defendant presently pending in Arbitration**
8 **and this release shall have no impact whatsoever, on Plaintiff's individual (non-PAGA) claims**
9 **already pending in arbitration.** In consideration of the monetary sum provided to him by
10 Defendant, and subject to court approval, Plaintiff fully releases and forever discharges the Released
11 Parties from any all actions, causes of action, claims, charges, complaints, liabilities, obligations,
12 promises, agreements, controversies, damages, actions, suits, rights, demands, liens, costs, losses,
13 debts, penalties, fines, wages, liquidated damages, restitutionary amounts, attorneys' fees and costs,
14 interest, punitive damages and expenses (including, without limitation, back wages, penalties,
15 liquidated damages, and attorneys' fees and costs actually incurred) or liabilities of whatever kind
16 or nature, whether known or unknown, which Plaintiff hereafter may claim to have, arising on or
17 before the date the Agreement is signed, including, any claims for alleged violations of any
18 contracts, express or implied (including but not limited to any contract of employment); any contract
19 or covenant of good faith or fair dealing (express or implied); any tort, including, without limitation,
20 negligence, fraud, misrepresentation under California Labor Code section 970, negligent infliction
21 of emotional distress, intentional infliction of emotional distress, slander and defamation; any claims
22 relating to any breach of public policy; any legal restrictions on Defendant's right to discharge
23 employees or refuse to hire applicants; and any federal, state, or other governmental statute,
24 regulation, order or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of
25 1964 (race, color, religion, sex, and national origin discrimination or harassment, including
26 retaliation for reporting discrimination or harassment); (2) 42 U.S.C. § 1981 (discrimination); (3)
27 Sections 503 and 504 of the Rehabilitation Act of 1973 (handicap discrimination); (4) Equal Pay
28 Act, 29 U.S.C. § 206(d) (equal pay); (5) Americans with Disabilities Act, 42 U.S.C. § 12100 et seq.

(disability discrimination); (6) Family and Medical Leave Act, 29 U.S.C. § 2601 et seq. (family/medical leave); (7) California Labor Code, including but not limited to California Labor Code § 2698 et seq. (PAGA), or any Industrial Welfare Commission Wage Order; (8) the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; (9) Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment); (10) Executive Order 11141 (age discrimination); (11) California Business and Professions Code Section 17200, et. seq., and (12) Employee Retirement Income Security Act, 29 U.S.C. § 1000 et seq. (employee benefits), **except for Plaintiff's individual (non-PAGA) claims against Defendant presently pending in Arbitration.** Plaintiff waives all rights and benefits afforded by California Civil Code section 1542, 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.

[This release has no impact on Plaintiff's individual (non-PAGA) claims against Defendant presently pending in Arbitration.]

39. Nullification of Settlement Agreement: In the event that: (a) the Court does not enter the Preliminary Approval Order and approve the Released Claims specified herein without requiring material changes to the "Basic Settlement Terms" defined as relating to the monetary sums to be paid in the Settlement, the parameters of the Released Claims and the covered PAGA Period, revisions to the Increase in Workweeks provision contained herein, and revisions to Defendant's Option to Nullify the Settlement Agreement provision contained herein; (b) the Court does not finally approve the Settlement without requiring material changes to the Basic Settlement Terms as provided herein; (c) the Court strikes or does not approve any material term of this Settlement Agreement; (d) Defendant exercises its option to nullify the Settlement Agreement based on an excessive number of opt-outs, as described in the above; or (e) the Settlement does not become final as written and agreed to by the Parties for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, all amounts deposited into the

1 QSF will be returned to Defendant, and the Parties shall be returned to their original respective
2 positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement
3 will likewise be treated as void from the beginning and the Stipulations and Recitals contained
4 herein shall be of no force or effect and shall not be treated as an admission by the Parties or their
5 counsel. Should the Court fail to approve this settlement for any reason, the Parties agree that they
6 will meet and confer and cooperate in good faith to attempt to reach a settlement that may be
7 approved by the Court.

8 40. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the
9 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment
10 to the Court for its approval. After entry of the Judgment and Effective Date of this Agreement, the
11 Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and
12 enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-
13 Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

14 41. Entire Agreement: This Settlement Agreement constitutes the entirety of the Parties'
15 settlement terms. No prior or contemporaneous written or oral agreements regarding settlement
16 terms shall be deemed binding on the Parties.

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

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

1 to resolve such disagreement.

2 44. Binding on Successors and Assigns: This Settlement Agreement will be binding
3 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
4 defined.

5 45. California Law Governs: All terms of this Settlement Agreement and Exhibits hereto
6 will be governed by and interpreted according to the laws of the State of California.

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

12 47. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe
13 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
14 arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation,
15 taking into account all relevant factors, present and potential. The Parties further acknowledge that
16 they are each represented by competent counsel and that they have had an opportunity to consult
17 with their counsel regarding the fairness and reasonableness of this Settlement.

18 48. Invalidity of Any Provision: Before declaring any provision of this Agreement
19 invalid, the Court will first attempt to construe said provision as valid, to the fullest extent possible,
20 consistent with applicable precedents so as to define all provisions of this Agreement valid and
21 enforceable.

22 49. Waiver of Certain Appeals: The Parties agree to waive appeals for purposes of this
23 Settlement only; except, however, that either party may appeal any court order that materially alters
24 the Settlement Agreement's terms.

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1 50. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
2 dispute that has arisen between them and to avoid the burden, expense and risk of continued
3 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, is has
4 violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant
5 to any statute or any other applicable laws, regulations or legal requirements; breached any contract;
6 violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any
7 other unlawful conduct with respect to their employees. Neither this Agreement, nor any of its terms
8 or provisions, nor any of the negotiations connected with it, shall be construed as an admission or
9 concession by Defendant of any such violations or failures to comply with any applicable law.
10 Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its
11 terms and provisions shall not be offered or received as evidence in any action or proceeding to
12 establish any liability or admission on the part of Defendant or to establish the existence of any
13 condition constituting a violation of, or a non-compliance with, federal, state, local or other
14 applicable law. Except as set forth elsewhere herein, in the event that this Agreement is not approved
15 by the Court, or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will
16 not be deemed to have waived, limited or affected in any way any claims, rights or remedies, or
17 defenses in the Action, and Defendant will not be deemed to have waived, limited, or affected in
18 any way any of its objections or defenses in the Action. The Parties shall be restored to their
19 respective positions in the Action prior to the entry of this Settlement.

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

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

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1 53. Enforcement Action: In the event that one or more of the Parties institutes any legal
2 action or other proceeding against any other Party or Parties to enforce the provisions of this
3 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
4 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees
5 and costs, including expert witness fees incurred in connection with any enforcement actions.

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

11 55. Representation By Counsel: The Parties acknowledge that they have been
12 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
13 and that this Agreement has been executed with the consent and advice of counsel and reviewed in
14 full. Further, Plaintiff and PAGA Counsel warrant and represent that there are no liens on the
15 Agreement.

16 56. All Terms Subject to Final Court Approval: All amounts and procedures described
17 in this Settlement Agreement herein will be subject to final Court approval.

18 57. Confidentiality: The Parties and their counsel agree to keep the terms of the
19 Settlement confidential until the filing of the approval motion. Plaintiff, PAGA Counsel, Defendant
20 and its counsel agree that they will not issue any press releases, initiate any contact with the press,
21 respond to any press inquiry or have any communication with the press about the fact, amount or
22 terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit Defendant's
23 ability to fulfill disclosure obligations reasonably required by law or in furtherance of business
24 purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit PAGA
25 Counsel's communications with the Aggrieved Employees in furtherance of approval of this
26 Settlement.

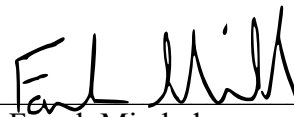
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1 58. Binding Agreement: The Parties warrant that they understand and have full authority
2 to enter into this Settlement, and further intend that this Settlement Agreement will be fully
3 enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure
4 in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions
5 that otherwise might apply under federal or state law.

6 Dated: April 22, 2025

LAW OFFICES OF FARRAH MARIBEL

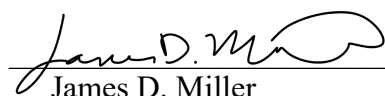
7
8 By: 

9 Farrah Mirabel

10 Attorney for Plaintiff JOSE L.
11 GAMEZ, individually and as PAGA
representative

12 Dated: April 22, 2025

OGLETREE, DEAKINS, NASH, SMOAK &
13 STEWART, P.C.

14 By: 

15 James D. Miller

16 Attorneys for Defendant SETTON
17 PISTACHIO OF TERRA BELLA,
18 INC.
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I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C., 7060 North Marks Avenue, Suite 108, Fresno, California 93711. On April 24, 2025, I served the following documents:

JOINT STIPULATION OF PAGA SETTLEMENT

☐ **BY FAX:** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed. No error was reported by the fax machine that I used. A copy of the record of the fax transmission, which I printed out, is attached.

☐ **BY PERSONAL DELIVERY:** I personally delivered the document(s) to the person(s) at the address(es) set forth below. **(1)** For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office, between the hours of nine in the morning and five in the evening. **(2)** For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and six in the evening.

☐ **BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the person(s) at the address(es) set forth below. I placed the envelope for collection and mailing following ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Fresno, California.

☐ **BY OVERNIGHT MAIL:** I enclosed the document(s) in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address(es) set forth below. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

☒ **BY ELECTRONIC SUBMISSION:** Based on a court order or an agreement of the parties to accept electronic service, I caused the document(s) to be sent to the person(s) at the electronic service address(es) listed below.

1 Farrah Mirabel, Esq.
2 LAW OFFICES OF FARRAH MIRABEL
3 1070 Stradella Rd.
4 Los Angeles, CA 90077
5 Tel: 714-972-0707
6 Fax: 949-417-1796
7 fmesq@fmirabel.com

8 *Attorney for Plaintiff, Jose L. Gamez*

9 I am aware that on motion of the party served, service is presumed invalid if postal
10 cancellation date or postage meter date is more than one day after date of deposit for mailing in
11 affidavit.

12 I declare under penalty of perjury under the laws of the State of California that the
13 above is true and correct.

14 Executed on April 24, 2025, at Fresno, California.

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Jason Dunbar