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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE – HISTORIC COURTHOUSE**

ADA MENDOZA, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

DESERT VALLEY DATE, LLC, a California
company; and DOES 1 through 100,

Defendants.

Case No.: CVRI2301048

**CLASS & REPRESENTATIVE PAGA
ACTION**

**JOINT STIPULATION OF CLASS &
REPRESENTATIVE PAGA ACTION
SETTLEMENT AND RELEASE OF
CLAIMS**

*[Assigned for all purposes to Hon. Harold W.
Hopp, Dept. 1]*

1 This Joint Stipulation of Class & Representative PAGA Action Settlement and Release of
2 Claims (“Settlement” or “Agreement”) is made and entered into by and between Plaintiff ADA
3 MENDOZA (“Plaintiff”), individually and on behalf of all putative class members, the State of
4 California, and aggrieved employees, and Defendants DESERT VALLEY DATE LLC (“DVD
5 LLC”); JOOLIES, LLC (“Joolies”); DVD FARMING, LLC (“DVD Farming”); and DVD
6 FACILITY, LLC (“DVD Facility”) (DVD LLC, Joolies, DVD Farming, and DVD Facility are
7 collectively, the “Defendants”). Plaintiff and Defendants are collectively referred to herein as “the
8 Parties.”

9 **I. DEFINITIONS**

10 The following definitions are applicable to this Settlement, in addition to other terms defined
11 elsewhere in this Settlement:

12 1. “Action” shall mean Plaintiff’s lawsuit alleging wage and hour violations against
13 Defendants captioned *Ada Mendoza v. Desert Valley Date LLC*, Case No. CVRI2301048, filed on
14 March 1, 2023, in the Riverside County Superior Court.

15 2. “Class” shall mean all current and former non-exempt employees who worked for
16 Defendants in California during the Class Period. “Class Member” shall mean an individual who is
17 a member of the Class (or if any such person is incompetent, deceased, or unavailable due to
18 military service, the person’s legal representative or successor in interest evidenced by reasonable
19 verification). “Class Member” shall not include any person who submits a timely and valid request
20 for exclusion.

21 3. “Class Counsel” shall mean the attorneys representing Plaintiff in the Action,
22 including Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Susan J. Perez of
23 Haines Law Group, APC.

24 4. “Class Counsel Fees Payment” shall mean one-third (1/3) of the Maximum
25 Settlement Amount (currently estimated to be One Hundred Forty-Three Thousand, Three Hundred
26 and Thirty-Three Dollars and Thirty-Three Cents (\$143,333.33)) subject to approval by the
27 Superior Court as Class Counsel’s attorneys’ fees incurred in connection with the Action, including,
28 but not limited to, fees incurred in pre-filing investigation, filing of the Action, and all related

1 litigation activities, this Settlement, and all post-Settlement compliance procedures.

2 5. "Class Counsel Litigation Expenses Payment" shall mean the actual litigation
3 expenses and/or costs expended by Class Counsel subject to approval by the Superior Court
4 incurred in connection with the Action, including pre-filing investigation, filing of the Action, and
5 all related litigation activities, this Settlement, and all post-Settlement compliance procedures. Class
6 Counsel's expenses are not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00).

7 6. "Class Notice" shall mean the Notice of Proposed Settlement, Preliminary Approval
8 of Settlement, and Hearing Date for Final Court Approval, a sample of which is attached hereto as
9 Exhibit "A". The Class Notice shall further contain (i) a Class Member's first and last name, (ii)
10 last known address, (iii) the Class Member's Individual Workweeks, (iv) the Aggrieved Employee's
11 Individual Pay Periods, if applicable; (v) the Class Member's estimated amount of the Settlement
12 Share; and (vi) the Aggrieved Employee's estimated PAGA Payment Share, if applicable. The
13 Class Notice shall also provide the Class Members with instructions on how to opt-out of and/or
14 object to the Settlement.

15 7. "Class Period" shall mean the period of time from July 27, 2020, through April 4,
16 2025.

17 8. "Class Representative Payment" shall mean the special payment made to Plaintiff in
18 her capacity as Class Representative to compensate her for prosecuting the Action, in recognition
19 for her contributions to the Action, her service to the Class Members, and performing work in
20 support of the Action, in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00), subject
21 to approval by the Superior Court. This Class Representative Payment is in addition to the payment
22 to which Plaintiff is entitled to as a Class Member.

23 9. "Defense Counsel" shall mean the attorneys representing Defendants in the Action,
24 Andrea Rosenkranz, Esq. and Matthew C. Sgnilek, Esq. of O'Hagan Meyer.

25 10. "Effective Date" shall mean the first business day following the last of the following
26 occurrences: (i) if no Class Member both objects and also files either a timely motion to intervene
27 and/or timely motion to vacate the judgment, then sixty (60) days following the date the Court
28 enters an order granting Final Approval of the Settlement; (ii) if a Class Member both objects and

1 either files a timely motion to intervene or timely motion to vacate the judgment, then sixty-one
2 (61) days following the date the Court enters an order granting final approval, assuming no appeal is
3 filed; or (iii) if a Class Member both objects and also files a timely motion to intervene or files a
4 motion to vacate the Judgment and also files a timely appeal, then the date of final resolution of that
5 appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final and
6 complete judicial approval of the Settlement in its entirety, with no further challenge to the
7 Settlement being possible. The occurrence of the Effective Date is a prerequisite to any obligation
8 of Defendants to pay any funds into the Settlement Account.

9 11. "Employer's Payroll Taxes" shall mean Defendants' share of all payroll taxes
10 payable to any and all government agencies incurred for any payments of Settlement Shares to
11 Participating Class Members pursuant to this Settlement. Defendants' payment of the normal
12 employer's share of payroll taxes will be made separately and shall not come from the Maximum
13 Settlement Amount.

14 12. "Final Approval Hearing" shall mean the hearing to be conducted by the Superior
15 Court to determine whether to finally approve and implement the terms of this Settlement.

16 13. "Individual Pay Periods" shall mean the number of Pay Periods for an individual
17 Aggrieved Employee.

18 14. "Individual Workweeks" shall mean the number of Workweeks for an individual
19 Class Member.

20 15. "Judgment" shall mean the Order of Final Judgment entered by the Superior Court
21 that the Parties anticipate will be entered following a Final Approval Hearing on the Settlement in
22 this Action.

23 16. "LWDA Payment" shall mean the payment to the California Labor and Workforce
24 Development Agency ("LWDA") constituting seventy-five percent (75%) of the value assigned to
25 the claim for penalties under the California Labor Code Private Attorneys General Act, California
26 Labor Code Section 2698, *et seq.* ("PAGA"). Specifically, Twenty-Two Thousand, Five Hundred
27 Dollars and Zero Cents (\$22,500.00), which shall constitute the LWDA's seventy-five percent
28 (75%) share of Thirty Thousand Dollars and Zero Cents (\$30,000.00) in civil penalties paid under

1 this Settlement. The remaining Seven Thousand, Five Hundred Dollars and Zero Cents
2 (\$7,500.00) in civil penalties shall be distributed on a *pro rata* basis based upon the number of pay
3 periods worked by each Aggrieved Employee (“PAGA Payment”).

4 17. “Maximum Settlement Amount” shall mean the maximum settlement amount of
5 Four Hundred, Thirty Thousand Dollars and Zero Cents (\$430,000.00) payable by Defendants as
6 provided by this Agreement, unless that amount is increased pursuant to Paragraph 18 below,
7 exclusive of the normal employer’s share of any payroll taxes attributable to the Settlement Share
8 payments allocated to wages. Defendants’ payment of the normal employer’s share of payroll taxes
9 will be made separately and shall not come from the Maximum Settlement Amount.

10 18. Defendants represent that the estimated number of Workweeks worked by the
11 Class Members during the Class Period is 43,000. If the total number of Workweeks worked
12 during the Class Period, as reported to the Settlement Administrator following preliminary
13 approval, exceeds 43,000 (i.e., if there are 43,001 or more workweeks), then Defendants shall
14 increase the Maximum Settlement Amount by Ten Dollars and Zero Cents (\$10.00) for each
15 additional Workweek over 43,000. Defendants shall be solely responsible for any additional
16 settlement administration costs arising from the application of this provision.

17 19. “Net Settlement Amount” shall mean the Maximum Settlement Amount, less (i) the
18 Class Representative Payment approved by the Superior Court; (ii) the Class Counsel Fees Payment
19 approved by the Superior Court; (iii) the Class Counsel Litigation Expenses Payment approved by
20 the Superior Court; (iv) the LWDA Payment approved by the Superior Court; (v) the PAGA
21 Payment approved by the Superior Court; (vi) the Settlement Administrator Payment approved by
22 the Superior Court; and (vii) any other fees or expenses (other than Class Counsel Fees Payment
23 and Class Counsel Litigation Expenses Payment) incurred in implementing the terms and conditions
24 of this Agreement as approved by the Superior Court.

25 20. “Non-Participating Class Member” shall mean a Class Member who submits a
26 complete, valid, and timely request to be excluded from the Settlement pursuant to the instructions
27 provided in the Class Notice.

28 21. “PAGA Group” shall mean all current and former non-exempt employees who

1 worked for Defendants in California during the PAGA Period. “Aggrieved Employee” shall mean
2 an individual who is a member of the PAGA Group (or if any such person is incompetent, deceased,
3 or unavailable due to military service, the person’s legal representative or successor in interest
4 evidenced by reasonable verification).

5 22. “PAGA Payment Share” shall mean the value of each Aggrieved Employee’s share
6 of the PAGA Payment as provided by this Agreement.

7 23. “PAGA Period” shall mean the period of time from March 1, 2022, through April 4,
8 2025.

9 24. “Participating Class Member” shall mean all Class Members who have not
10 submitted a complete, valid, and timely request to be excluded from the Settlement pursuant to the
11 instructions provided in the Class Notice.

12 25. “Pay Period” shall mean any pay period in which a Class Member actually received
13 payment from Defendants as an hourly-paid, non-exempt employee.

14 26. “Preliminary Approval” shall mean the Superior Court’s preliminary approval of the
15 Settlement without material change that the Parties anticipate will be made following submission of
16 this Agreement to the Court.

17 27. “Request for Exclusion” shall mean a Class Member’s submission of a signed,
18 written request to be excluded from the Settlement.

19 28. “Settlement Administrator” shall mean Phoenix Settlement Administrators proposed
20 by the Parties and appointed by the Superior Court to administer the Settlement.

21 29. “Settlement Administrator Payment” shall mean the payment to the Settlement
22 Administrator for its fees and expenses in administering this Settlement.

23 30. “Settlement Share” shall mean the value of each Participating Class Member’s share
24 of the Net Settlement Amount as provided by this Agreement.

25 31. “Superior Court” shall mean the Superior Court of California for the County of
26 Riverside.

27 32. “Workweek” shall mean any week in which a Class Member actually performed
28 paid work for Defendants during the Class Period as an hourly-paid, non-exempt employee.

1 **II. RECITALS**

2 33. On March 1, 2023, Plaintiff filed a Class Action Complaint against DVD LLC in the
3 Riverside County Superior Court, Case No. CVRI2301048, alleging causes of action for (1) Failure
4 to Pay All Overtime Wages; (2) Minimum Wage Violations; (3) Meal Period Violations; (4) Rest
5 Period Violations; (5) Wage Statement Violations; (6) Waiting Time Penalties; and (7) Unfair
6 Competition.

7 34. On March 1, 2023, Plaintiff, on behalf of herself, the PAGA Group, and the State of
8 California, gave written notice to the Labor Workforce and Development Agency (“LWDA”) of the
9 Labor Code violations DVD LLC is alleged to have violated (“LWDA Exhaustion Letter”).

10 35. On May 8, 2023, Plaintiff amended her Class Action Complaint to add a cause of
11 action for Civil Penalties pursuant to the Private Attorneys’ General Act of 2004 (“PAGA”).

12 36. On July 21, 2025, Plaintiff amended the Action, via DOE amendments, to add
13 Joolies as “DOE 1,” DVD Farming as “DOE 2,” and DVD Facility as “DOE 3.”

14 37. Defendants deny and continue to deny all of Plaintiff’s material allegations.
15 Specifically, Defendants contends (1) they did not fail to pay the Class the minimum, straight time,
16 regular rate, and/or overtime; (2) they paid the Class for all hours worked; (3) they provided the
17 Class with all meal periods according to law and/or paid meal period premiums; (4) they provided
18 the Class with all rest breaks according to law and/or paid rest break premiums; (5) they did not fail
19 to timely pay the Class wages due and owing during employment and/or upon separation; (6) they
20 provided the Class with accurate itemized wage statements, consistent with Labor Code Section
21 226; (7) they properly maintained all payroll records; (8) they did not violate Business &
22 Professions Code Section 17200, et seq.; (9) the PAGA Group is not entitled to penalties under
23 PAGA; and (10) Defendants are not liable for damages, including unpaid wages, liquidated
24 damages, statutory penalties, attorneys’ fees, or costs of litigation to the Class.

25 38. In connection with the Action, and in order to work toward a mediated resolution
26 without the time and expense of formal discovery, the Parties produced voluminous documents and
27 data (including, by Defendants, human resources documents and policies, time records, and payroll
28 data during the Class Period) which were reviewed, investigated, and analyzed by Class Counsel.

1 39. On April 8, 2025, the Parties in this Action participated in a full day of mediation
2 before retired bankruptcy court judge and experienced employment and class action mediator, the
3 Honorable Mitchel R. Goldberg (Ret.) (the “Mediation”) and the Parties reached a settlement at the
4 Maximum Settlement Amount.

5 40. The Settlement described in this Agreement represents a compromise and settlement
6 of highly disputed claims. Nothing in this Settlement is intended or will be construed as an
7 admission by Defendants that Plaintiff’s claims in the Action have any merit or that they have any
8 liability to Plaintiff, the Class, the PAGA Group or the State on those claims, or as an admission by
9 Plaintiff that Defendants’ defenses in Action have any merit. This Settlement is intended to fully,
10 finally, and forever compromise, release, resolve, discharge, and settle the released claims subject to
11 the terms and conditions set forth in this Settlement.

12 41. Based on its own thorough, independent investigation and evaluation of this case,
13 Class Counsel is of the opinion that the Settlement of this Action with Defendants for the
14 consideration and on the terms set forth in this Settlement is fair, reasonable, adequate, and in the
15 best interest of the Class in light of all known facts and circumstances, including Defendants’
16 financial capacity, the risk of significant costs and delay, the risk of non-certification of the Class,
17 the defenses asserted by Defendants including the risks of adverse determinations on the merits and
18 numerous potential appellate issues. Although Defendants contend that they have no liability in the
19 Action, Defense Counsel shares Class Counsel’s belief that the Settlement represents a fair and
20 adequate settlement given the respective risks associated with the case.

21 42. Based on the foregoing Recitals, the Parties agree as follows:

22 **III. PROCEDURE FOR APPROVING SETTLEMENT**

23 43. **Motion for Preliminary Approval of Settlement by the Superior Court.** Plaintiff
24 will move the Superior Court for an order granting Preliminary Approval of the Settlement, setting
25 a date for the Final Approval Hearing no earlier than 120 days from the date of the order granting
26 Preliminary Approval of the Settlement, and approving the Class Notice (attached as Exhibit “A” to
27 this Stipulation) (“Motion for Preliminary Approval”). Any unresolved disagreement among the
28 Parties concerning the Class Notice or other documents necessary to implement the Settlement will

1 be referred first to the Honorable Mitchel R. Goldberg (Ret.), and if no resolution is reached, then to
2 the Superior Court.

3 44. At the hearing on the Motion for Preliminary Approval, the Parties anticipate that
4 they will jointly appear, support the granting of the Motion for Preliminary Approval, and obtain an
5 order granting Preliminary Approval, granting approval of the Class Notice, and requesting a date
6 for the Final Approval Hearing no earlier than 120 days from the date of the order granting
7 Preliminary Approval.

8 45. Should the Superior Court require any amendments to this Agreement or the Motion
9 for Preliminary Approval, the Parties agree to work jointly to resolve any issues in order to secure
10 the Superior Court's Preliminary Approval.

11 46. Should the Superior Court decline to preliminarily approve any material aspects of
12 the Settlement, the Settlement will be null and void and the Parties will have no further obligations
13 under it. In such event, the Parties shall be returned to their respective positions as of the date and
14 time immediately prior to the execution of this Agreement, and the Parties shall proceed in all
15 respects as if this Agreement had not been executed.

16 47. In support of preliminary approval, Defendants will submit a declaration confirming
17 their current financial condition, explaining how their financial capacity supports both the
18 Maximum Settlement Amount and the proposed extended payment schedule, and describing the
19 likely educational background, English-language proficiency, and general literacy levels of the
20 Class Members to support the readability and comprehension of the Class Notice. Defense counsel
21 will also submit a declaration disclosing whether any overlapping class, representative, or collective
22 actions are known to exist in any jurisdiction.

23 48. **Class Notice.** After the Superior Court enters its order granting Preliminary
24 Approval, every Class Member will be provided with the Class Notice (in English and Spanish)
25 which will include the Class Notice completed to reflect the order granting Preliminary Approval of
26 the Settlement and the Class Member's information as follows:

27 (a) Within twenty-one (21) days after the Motion for Preliminary Approval is
28 granted, Defendants will provide to the Settlement Administrator the "Class Members' Data,"

1 which shall consist of an electronic database containing (i) each Class Member's first and last name,
2 (ii) last known mailing address, (iii) the Class Member's Social Security number or Tax ID, (iv) the
3 Class Member's total number of Individual Workweeks, and (v) the Class/PAGA Group' total
4 number of Individual Pay Periods, if applicable. If any or all of the Class Members' Data are
5 unavailable to Defendants, Defendants will so inform Class Counsel prior to the date on which
6 Defendants are required to submit the Class Members' Data to the Settlement Administrator and the
7 Parties will make their best efforts to reconstruct or otherwise agree upon the Class Members' Data
8 prior to when it must be submitted to the Settlement Administrator. The Settlement Administrator
9 shall determine the eligibility for, and the amounts of, any Settlement Share under the terms of this
10 Agreement. However, if the Settlement Administrator and the Parties cannot agree on a resolution,
11 the Parties will submit the dispute to the Court for a final determination. This information will
12 otherwise remain confidential and will not be disclosed to anyone, except as required to applicable
13 taxing authorities, as required to carry out the reasonable efforts to identify Class Member
14 information as described in Paragraph 48(b) pursuant to Defendants' express written authorization,
15 or by order of the Superior Court.

16 (b) Within seven (7) days after receiving the Class Members' Data, or as soon
17 thereafter as it is able to do so, the Settlement Administrator will mail the Class Notice to all
18 identified Class Members via first-class U.S. Mail using the mailing address information provided
19 by Defendants, unless modified by any updated address information that the Settlement
20 Administrator obtains in the course of administration of the Settlement. Before the Settlement
21 Administrator mails the Class Notice, it shall (i) run the names of all Class Members through the
22 National Change of Address ("NCOA") database to determine any updated addresses for Class
23 Members; (ii) update the address of any Class Member for whom an updated address was found
24 through the NCOA search; (iii) calculate the estimated Settlement Share for each Class Member;
25 and (iv) mail a Class Notice to each Class Member via First-Class Mail at his or her last known
26 address or at the updated address found through the NCOA search, and retain proof of mailing. The
27 Settlement Administrator will also mail a follow-up post card to individuals who have not cashed
28 their Settlement Share no later than 60 days prior to the Check Cashing Deadline.

1 (c) If a Class Notice is returned by the U.S. Postal Service because of an
2 incorrect address, the Settlement Administrator will promptly, and not later than five (5) days from
3 receipt of the returned packet, search for a more current address for the Class Member and re-mail
4 the Class Notice to the Class Member. The Settlement Administrator will use the Class Members'
5 Data and otherwise work with Defense Counsel or utilize its own resources such as skip traces to
6 find a more current address. The Settlement Administrator will be responsible for taking reasonable
7 steps, consistent with its agreed-upon job parameters, court orders, and fee, to trace the mailing
8 address of any Class Member for whom a Class Notice is returned by the U.S. Postal Service.
9 These reasonable steps shall include the tracking of all undelivered mail; performing address
10 searches for all mail returned without a forwarding address; and promptly re-mailing to Class
11 Members for whom new addresses are found. Any such Class Members who failed to receive a
12 Class Notice, or who were subject to a re-mailing of the Class Notice as described herein shall be
13 given an additional fourteen (14) days to opt out or object to the Settlement. Class Notices that are
14 re-mailed shall inform the recipient of this adjusted deadline.

15 (d) The Settlement Administrator will inform Class Counsel and Defense
16 Counsel of the number of returned Class Notices it receives and Class Notices re-mailed in a
17 weekly status report.

18 (e) Not later than sixteen (16) court days prior to the Final Approval Hearing, the
19 Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its
20 compliance with its obligations under this Settlement. The declaration will be filed with the papers
21 submitted with the Motion for Final Approval. Prior to the Final Approval Hearing, the Settlement
22 Administrator will supplement its declaration of due diligence if any material changes occur from
23 the date of the filing of its prior declaration.

24 49. **Participating Class Members; Requests for Exclusion from Class Settlement;**
25 **and Objections to Settlement.** Class Members may submit requests to be excluded from the effect
26 of the Settlement; or objections to the Settlement, pursuant to the following procedures:

27 (a) **Participating Class Members.** Each Class Member shall be deemed to be a
28 Participating Class Member unless they submit a complete, timely, and valid request to be excluded

1 from the effect of the Settlement as provided below. All Participating Class Members shall be
2 bound by the provisions and releases contained in this Settlement.

3 **(b) Request for Exclusion from Settlement.** Class Members who wish to
4 exclude themselves from the Settlement (“opt out” of the Settlement) must submit to the Settlement
5 Administrator, not later than forty-five (45) days after the date that the Settlement Administrator
6 first mails the Class Notices, a Request For Exclusion (“the Exclusion Period”). Request for
7 Exclusion may be submitted to the Settlement Administrator via U.S. Mail or fax. Class Members
8 must complete, sign, date, and timely return a Request for Exclusion to the Settlement
9 Administrator to exclude themselves from the Settlement, setting forth their (i) full name, (ii)
10 address, (iii) last four digits of their Social Security number (or Tax ID), and (iv) the following
11 statement or a similar statement: “I wish to exclude myself from the settlement reached in the
12 matter of *Mendoza v. Desert Valley Date LLC*. I understand that by excluding myself, I will not
13 receive any money from the Class settlement reached in this matter but may still be eligible for
14 payment under the portion of the settlement allocated under PAGA.” A sample Request for
15 Exclusion Form has been provided along with this notice. A Class Member who does not complete
16 and submit a valid and timely Request for Exclusion in the manner and by the conclusion of the
17 Exclusion Period will remain a Participating Class Member and, if the Court approves the
18 Settlement, will be bound by all terms and conditions of the Settlement and by the Judgment. A
19 Class Member who timely submits a valid Request for Exclusion will not participate in, or be bound
20 by, the Settlement of the Judgment and will not receive any payment pursuant to the Settlement
21 except for a payment from the portion of the PAGA Payment to the PAGA Group if the Class
22 Member is an Aggrieved Employee, and will not be bound by the terms of the Settlement, except
23 for the release of the PAGA Group Released Claims if the Class Member is an Aggrieved
24 Employee, and will not have any right to object, appeal, or comment thereon. To be valid, Request
25 for Exclusions must be completed in full, signed, and returned to the Settlement Administrator
26 before the expiration of the Exclusion Period. Non-Participating Class Members will not be
27 permitted to file objections to the Settlement and/or appear at the Final Approval Hearing to voice
28 any objections to the Settlement. Members of the PAGA Group cannot seek to exclude themselves

1 from the Settlement of the PAGA claim, but retain all rights to exclude themselves from the Class
2 Settlement as delineated herein. The Settlement Administrator will provide Class Counsel, Defense
3 Counsel, and the Superior Court with only the names of the Non-Participating Class Members. The
4 date of the postmark on the Request for Exclusion shall be the exclusive means used to determine
5 whether a Request for Exclusion has been timely submitted. Any Class Member who requests to be
6 excluded from the Settlement Class will not be entitled to any recovery under this Settlement
7 Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal
8 or comment thereon. The Settlement Administrator, not Class Members, will serve counsel with
9 copies of all exclusion forms received and will file a declaration authenticating them.

10 (c) **Objections to Settlement.** The Class Notice will provide that any Class
11 Member who does not request exclusion from the Settlement and who wishes to object to the
12 Settlement must serve on the Settlement Administrator, not later than forty-five (45) days after the
13 Settlement Administrator initially mails the Class Notice, a written objection to the Settlement
14 which sets forth the grounds for the objection and the Class Member's (i) full name, (ii) address,
15 (iii) last four digits of their Social Security number (or Tax ID), and (iv) the dates of the Class
16 Member's employment with Defendants. The written objection must be signed and dated and must
17 state the basis for each objection in clear and concise terms. The written objection shall also state
18 whether the Class Member intends to appear and object at the Final Approval Hearing. Written
19 objections may be submitted to the Settlement Administrator via U.S. Mail or fax. A Class Member
20 who does not serve a written objection in the manner and by the deadline specified may appear at
21 the Final Approval Hearing to state their objection to the Settlement. If a Class Member fails to
22 submit a written objection or to appear at the Final Approval hearing to make an oral objection, the
23 Class Member will be deemed to have waived all objections and will be foreclosed from making
24 any objections – whether by appeal or otherwise – to the Settlement. The Settlement Administrator
25 will do so and will file a declaration authenticating all objections received. Defendants' counsel and
26 Class Counsel shall file any responses to objections no later than the deadline to file the Motion for
27 Final Approval.

28 (d) If a Class Member submits both a Request for Exclusion and a written

1 objection, the Settlement Administrator shall attempt to contact and determine whether the Class
2 Member would like to withdraw either the Request for Exclusion or the objection. If the Class
3 Member does not withdraw the Request for Exclusion or if the Settlement Administrator cannot
4 contact a Class Member who submits both a Request for Exclusion and an objection, the Request
5 for Exclusion shall be valid and it shall be presumed that the Class Member does not wish to
6 participate in the Settlement.

7 (e) If the Superior Court rejects the Class Member's objection, or if the Superior
8 Court approves the settlement despite any objections, the Class Member will be deemed to be a
9 Participating Class Member and will be bound by the terms of this Settlement.

10 50. A Class Member who timely submits a valid Request for Exclusion will not
11 participate in, or be bound by, the Settlement of the Judgment and will not receive any payment
12 pursuant to the Settlement except for a payment from the portion of the PAGA Payment to the
13 PAGA Group if the Class Member is an Aggrieved Employee, and will not be bound by the terms
14 of the Settlement and Judgment, except for the release of the PAGA Group Released Claims if the
15 Class Member is an Aggrieved Employee, and will not have any right to object, appeal, or comment
16 thereon.

17 51. **Report.** Not later than seven (7) days after the deadline for submission of Request
18 for Exclusion and/or objections, the Settlement Administrator will provide Defendants, through
19 Defense Counsel, with a complete and accurate list of names for all Participating Class Members,
20 all Non-Participating Class Members, all PAGA Group, and all Class Members who objected to the
21 settlement. The report shall also be accompanied by an itemized calculation of the Settlement
22 Shares for each Participating Class Member. The Settlement Administrator shall also provide all
23 Parties with a report identifying the number of Participating Class Members, the number of Non-
24 Participating Class Members, the number of PAGA Group, and the number of Class Members who
25 submitted a valid, timely, and complete objection. Class Counsel shall also receive a list of Class
26 Members who object to the Settlement and a list of all Non-Participating Class Members.

27 52. **Resolution of Class Member and Aggrieved Employee Disputes.** If a Class
28 Member and/or Aggrieved Employee disputes the number of his/her/their Individual Workweeks

1 and/or Individual Pay Periods stated in their Class Notice, the Class Member and/or Aggrieved
2 Employee must, within forty-five (45) days after the Settlement Administrator initially mails the
3 Class Notice, ask the Settlement Administrator to resolve the matter by returning the Class Notice
4 with a statement of the number of Workweeks and/or Pay Periods that he/she/they contends were
5 worked and include any documentation the Class Member and/or Aggrieved Employee has to
6 support their contention. The Settlement Administrator shall notify the Parties of the dispute and
7 provide Defense Counsel with a copy of the Class Notice and any documentation received in
8 support of the dispute within three (3) court days of receipt thereof. Defendants shall review their
9 payroll and personnel records and verify the correct number of Workweeks and/or Pay Periods
10 within five (5) court days of the Settlement Administrator's notification. Defendants' records will
11 have a rebuttable presumption of accuracy. After consultation with Class Counsel, Defense
12 Counsel, and the applicable Class Member and/or Aggrieved Employee, the Settlement
13 Administrator will, within three (3) court days of Defendants' verification, make a determination of
14 the Class Member's and/or Aggrieved Employee's number of Workweeks and/or Pay Periods and
15 that determination will be final, binding on the Parties and the Class Member and/or Aggrieved
16 Employee, and is not appealable. However, if the Settlement Administrator and the Parties cannot
17 agree on a resolution, the Parties will submit the dispute to the Court for a final determination.

18 **53. No Solicitation of Objection; Right to Void.** Neither the Parties, nor their
19 respective counsel, will directly or indirectly solicit or otherwise encourage any Class Member to
20 exclude him/her/themselves from the Settlement, object to the Settlement, and/or appeal from the
21 Judgment. If ten percent (10%) or more of the Class Members submit a complete, valid, and timely
22 request to be excluded from the Settlement and are deemed to be Non-Participating Class Members,
23 then Defendants shall have the unilateral right to void this Settlement. Defendants may do so by
24 giving notice to Plaintiff and the Court of its election to void the Settlement not later than fourteen
25 (14) days after the Settlement Administrator issues its report identifying the number of Participating
26 Class Members, the number of Non-Participating Class Members, and the number of Class
27 Members who objected to the settlement as described in Paragraph 49(c). Notwithstanding any
28 other provisions in this Settlement, no sums shall be payable by Defendants in the event that this

1 Settlement is voided as provided for herein. Should Defendants exercise this provision, Defendants
2 will be solely responsible for all settlement administration costs incurred.

3 **54. Additional Briefing and Final Approval.**

4 (a) Not later than sixteen (16) court days before the Final Approval Hearing, the
5 Plaintiff will prepare and file with the Superior Court a Motion for Final Approval of the
6 Settlement, including payment of the Settlement Administrator's Payment, and a memorandum in
7 support of their motion ("Motion for Final Approval"). Not later than sixteen (16) court days before
8 the Final Approval Hearing, Plaintiff and Class Counsel will serve on Defendants and file with the
9 Superior Court a Motion for Awards of the Class Representative Payment, Class Counsel Fees
10 Payment, and the Class Counsel Litigation Expenses Payment, pursuant to this Settlement, and
11 memoranda in support of its motion. Absent the escalator provision outlined in Paragraph 18, if
12 applicable, Plaintiff will not seek additional fees from Defendants or an increase in the Maximum
13 Settlement Amount as part of the Motion for awards of the Class Representative Payment, Class
14 Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.

15 (b) Not later than five (5) court days before the Final Approval Hearing, the
16 Parties shall be entitled to file and serve a response to any Class Member's objection to the
17 Settlement and/or reply in support of their Motion for Final Approval, to the extent that any
18 opposition to said Motion is filed. Plaintiff and Class Counsel may file a reply in support of their
19 Motion for Awards of the Class Representative Payment, Class Counsel Fees Payment, and the
20 Class Counsel Litigation Expenses Payment, to the extent that any opposition to said Motion is
21 filed.

22 (c) If the Superior Court denies final approval of the Settlement with prejudice or
23 grants final approval conditioned on any material change to the Settlement that is not agreed to by
24 one of the Parties, then any Party will have the right to void the Settlement. The Parties will work in
25 good faith to address any issues identified by the Court to ensure that the Settlement is approved in
26 accordance with the Court's instructions. If the Settlement is voided in this manner, the Parties will
27 have no further obligations under the Settlement, including any obligation by Defendants to pay any
28 amounts that otherwise would have been payable under this Settlement, except that the voiding

1 Party will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date
2 that the Party exercises the right to void the Settlement under this Paragraph. An award by the
3 Superior Court of a lesser amount than that sought by Plaintiff and Class Counsel for the Class
4 Representative Payment, the Class Counsel Fees Payment, and/or the Class Counsel Litigation
5 Expenses Payment, will not constitute a material change to the Settlement within the meaning of
6 this Paragraph.

7 (d) Upon final approval of the Settlement by the Superior Court at or after the
8 Final Approval Hearing, the Parties will present for the Superior Court's approval and entry a
9 Proposed Final Order and Judgment. The entry of the Final Order and Judgment shall permanently
10 bar all Participating Class Members from prosecuting against Defendants any claims or causes of
11 Action of any kind up through the date of Final Approval, which were or could have been brought
12 in this Action, whether known or unknown, as well as all claims as set forth in the Release
13 contained in Section V of this Agreement.

14 (e) After entry of the Judgment, the Superior Court will have continuing
15 jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Settlement,
16 (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as
17 may be appropriate under court rules or applicable law.

18 55. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms
19 and conditions of this Settlement, Plaintiff, Participating Class Members, Defendants, and their
20 respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights
21 to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a
22 motion for new trial, a motion under Code of Civil Procedure Section 473, and any extraordinary
23 writ, and the Judgment therefore will become non-appealable by them at the time it is entered. The
24 waiver of appeal does not include any waiver of the right to oppose any appeal, appellate
25 proceedings, or post-judgment proceedings. If an appeal is taken from the Judgment, the time for
26 consummation of the Settlement (including making payments under the Settlement) will be
27 suspended until such time as the appeal is finally resolved and the Judgment, consistent with the
28 terms of this Settlement, becomes Final.

1 **56. Vacating, Reversal, or Material Modification of Judgment on Appeal or**
2 **Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other
3 motion, petition, writ, or application, the reviewing court vacates, reverses, or modifies the
4 Judgment such that there is a material modification to the Settlement, and that court's decision is
5 not completely reversed and the Judgment is not fully affirmed on review by a higher court, then
6 either Party will have the right to void the Settlement, which the Party must do by giving written
7 notice to the other Parties, the reviewing court, and the Superior Court, not later than fourteen (14)
8 days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment
9 becomes final. A vacation, reversal, or modification of the Superior Court's award of the Class
10 Representative Payment, the Class Counsel Fees Payment, and/or Class Counsel Litigation
11 Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment
12 within the meaning of this Paragraph.

13 **57. Establishment of Settlement Account.** The Settlement Administrator shall
14 establish a Settlement Account within ten (10) days of the Effective Date and notify the Parties
15 when the Settlement Account has been established. The Settlement Administrator shall also
16 provide Defendants with an itemized statement for the total amount to be deposited into the
17 Settlement Account, which shall equal the Maximum Settlement Amount ("Settlement Account
18 Deposit"). Defendants shall have no obligation to pay any additional funds into the Settlement
19 Account beyond the Settlement Account Deposit.

20 **58.** Defendants shall pay into the Settlement Account an amount equal to the
21 Settlement Account Deposit according to the following timeline:

22 (a) Fifty Thousand Dollars and Zero Cents (\$50,000.00) payable upon the
23 Effective Date of the Settlement (i.e., 60 days following the entry of Final Approval);

24 (b) Forty-Seven Thousand Five Hundred Dollars and Zero Cents
25 (\$47,500.00) payable no later than September 30, 2026;

26 (c) Forty-Seven Thousand Five Hundred Dollars and Zero Cents
27 (\$47,500.00) payable no later than December 31, 2026;

28 (d) Forty-Seven Thousand Five Hundred Dollars and Zero Cents

1 (\$47,500.00) payable no later than March 31, 2027;

2 (e) Forty-Seven Thousand Five Hundred Dollars and Zero Cents

3 (\$47,500.00) payable no later than June 30, 2027;

4 (f) Forty-Seven Thousand Five Hundred Dollars and Zero Cents

5 (\$47,500.00) payable no later than September 30, 2027;

6 (g) Forty-Seven Thousand Five Hundred Dollars and Zero Cents

7 (\$47,500.00) payable no later than December 31, 2027;

8 (h) Forty-Seven Thousand Five Hundred Dollars and Zero Cents

9 (\$47,500.00) payable no later than March 31, 2028; and

10 (i) Forty-Seven Thousand Five Hundred Dollars and Zero Cents (\$47,500.00)

11 and the Employer's Payroll Taxes payable no later than June 30, 2028.

12 59. If the Parties obtain Final Approval this Settlement after September 30, 2026,
13 Defendants' initial payment will include: (1) the initial payment referenced in Paragraph 58(a);
14 and (2) any quarterly payment(s) that is due per the terms referenced in Paragraphs 58(b)-(i).

15 60. **Payment of Settlement Shares.** The Settlement Administrator shall pay to each
16 Participating Class Member his/her/their Settlement Share from the Settlement Account. The
17 Settlement Administrator shall pay each Settlement Share by sending a check in the appropriate
18 amount after withholdings to the Participating Class Member at the address indicated in the Class
19 Member's Data. Such payment shall be sent by the Settlement Administrator via U.S. Mail within
20 fourteen (14) days of its receipt of the final installment of the Settlement Account Deposit from
21 Defendants.

22 61. **Payment of PAGA Payment Shares.** The Settlement Administrator shall pay to
23 each Aggrieved Employee his/her/their PAGA Payment Share from the Settlement Account. The
24 Settlement Administrator shall pay each PAGA Payment Share by sending a check in the
25 appropriate amount to the Aggrieved Employee at the address indicated in the Aggrieved
26 Employee's Data. Such payment shall be sent by the Settlement Administrator via U.S. Mail within
27 fourteen (14) days of its receipt of the final installment of the Settlement Account Deposit from
28 Defendants.

1 **62. Uncashed Settlement Share and PAGA Payment Share Checks.** Any checks
2 paid to Participating Class Members and/or PAGA Group shall be negotiable for one hundred and
3 eighty (180) calendar days from the date of their issuance. A Participating Class Member must cash
4 his/her/their Settlement Share check within one hundred and eighty (180) calendar days after it is
5 mailed to him/her/them. An Aggrieved Employee must cash his/her/their PAGA Payment Share
6 check within one hundred and eighty (180) calendar days after it is mailed to him/her/them. If a
7 check remains uncashed after one hundred and eighty (180) calendar days from the initial mailing,
8 or if a check is returned to the Settlement Administrator as undeliverable during the one hundred
9 eighty-day period, the Settlement Administrator shall take all reasonable efforts to identify the
10 Participating Class Member's and/or Aggrieved Employee's correct address, including the
11 performance of a "skip-trace." If an updated address can be identified, the Settlement
12 Administrator shall issue another check to the Participating Class Member and/or Aggrieved
13 Employee and mail it to the Participating Class Member and/or Aggrieved Employee at his/her/their
14 updated address. If an updated address for the Participating Class Member and/or Aggrieved
15 Employee cannot be identified, if a reissued check is once again returned to the Settlement
16 Administrator as undeliverable, or if the reissued check remains uncashed after one hundred eighty
17 (180) calendar days, the Settlement Administrator will keep an accounting of such funds and shall
18 give notice to the Parties of the total balance of uncashed Settlement Shares and/or PAGA Payment
19 Shares. A Participating Class Member who fails to negotiate or receive their Settlement Share
20 check despite the procedures described above shall nevertheless remain bound by the Settlement
21 and the releases contained herein. An Aggrieved Employee who fails to negotiate or receive their
22 PAGA Payment Share check despite the procedures described above shall nevertheless remain
23 bound by the Settlement and the releases contained herein.

24 **63.** The funds represented by Settlement Share and/or PAGA Payment Share checks
25 remaining uncashed for more than one hundred and eighty (180) calendar days after issuance shall
26 be voided and then shall be transmitted to Coachella Valley Housing Coalition (IRS Tax ID 95-
27 3814898), a nonprofit 501(c)(3) organization. The Parties agree that this disposition results in no
28 "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount

1 will be paid out to Participating Class Members, whether or not they all cash their settlement
2 checks. Therefore, Defendants will not be required to pay any interest on such amounts.

3 **64. Final Report by Settlement Administrator to Superior Court.** Within ten (10)
4 days after final disbursement of all funds from the Settlement Account, the Settlement
5 Administrator will serve on the Parties and file with the Superior Court a declaration providing a
6 final summary report on the disbursements of all funds from the Settlement Account. Within ten
7 (10) days after transmission of any remaining unclaimed funds to Coachella Valley Housing
8 Coalition, the Settlement Administrator will serve on the Parties and file with the Superior Court a
9 declaration providing a final summary report on the transmission of any remaining unclaimed funds
10 to Coachella Valley Housing Coalition as outlined Paragraph 63.

11 **IV. SETTLEMENT TERMS AND CONDITIONS**

12 **65. Conditional Certification for Settlement Purposes.** Solely for the purposes of
13 effectuating this Settlement, and subject to Court approval, the Parties hereby stipulate to the
14 conditional certification of the following Settlement Class: “all current and former non-exempt
15 employees who worked for Defendants in California during the Class Period (or if any such person
16 is incompetent, deceased, or unavailable due to military service, the person’s legal representative or
17 successor in interest evidenced by reasonable verification).” The Parties agree that if for any reason
18 the Settlement is not preliminarily and/or finally approved, the conditional certification of the
19 Settlement Class will be of no force or effect, does not constitute an admission by Defendants that
20 class certification is proper, and will not be deemed admissible in this or any other proceeding, and
21 that the Parties will litigate the issue of class certification.

22 **66. Settlement Shares.** Subject to the terms and conditions of this Settlement, the
23 Settlement Administrator will calculate the Settlement Shares for each Class Member within ten
24 (10) days after Defendants provide the Settlement Administrator with the Class Members’ Data.
25 The Settlement Share for each Class Member will be calculated as follows, understanding that the
26 formulas below do not constitute an admission by either Party, and are intended only to provide a
27 practical means to simplify and administer the claims process:

28 **(a) Number of Class Members and Workweeks.** The Settlement

1 Administrator shall determine the total number of Class Members and the aggregate number of
2 Workweeks for those Class Members as of the time of Preliminary Approval after receipt of the
3 Class Member data from Defendants.

4 (b) **Calculation of the Workweek Value.** The Settlement Administrator shall
5 determine the value of a Workweek (“Workweek Value”) by taking the Net Settlement Amount and
6 dividing it by the sum of all Class Members’ Workweeks who do not opt out of the Settlement.

7 (c) **Calculation of Settlement Shares.** The Settlement Administrator shall
8 assign to each Participating Class Member a Settlement Share which shall be equal to the
9 Workweek Value multiplied by each Participating Class Member’s Individual Workweeks. Upon
10 calculation of the Participating Class Members’ Settlement Shares, the Settlement Administrator
11 shall furnish to Class Counsel and Defense Counsel a worksheet containing a list of employee
12 identification numbers for the Class Members with their corresponding Individual Workweeks and
13 Settlement Shares.

14 67. **PAGA Payment Shares.** Subject to the terms and conditions of this Settlement, the
15 Settlement Administrator will calculate the PAGA Payment Shares for each Aggrieved Employee
16 within ten (10) days after Defendants provide the Settlement Administrator with the PAGA Group’
17 Data. The PAGA Payment Share for each Aggrieved Employee will be calculated as follows,
18 understanding that the formulas below do not constitute an admission by either Party, and are
19 intended only to provide a practical means to simplify and administer the claims process:

20 (a) **Number of PAGA Group and Pay Periods.** Defendants shall determine the
21 total number of PAGA Group and the aggregate number of Pay Periods for those PAGA Group as
22 of the time of Preliminary Approval. This information shall be provided to the Settlement
23 Administrator along with the Class Members’ Data as described in Paragraph 48 above.

24 (b) **Calculation of the Pay Period Value.** The Settlement Administrator shall
25 determine the value of a Pay Period (“Pay Period Value”) by taking the PAGA Payment amount
26 and dividing it by the sum of all PAGA Group’ Pay Periods.

27 (c) **Calculation of PAGA Payment Shares.** The Settlement Administrator shall
28 assign to each Aggrieved Employee a PAGA Payment Share which shall be equal to the Pay Period

1 Value multiplied by each Aggrieved Employee's Individual Pay Periods. Upon calculation of the
2 PAGA Group's PAGA Payment Shares, the Settlement Administrator shall furnish to Class Counsel
3 and Defense Counsel a worksheet containing a list of employee identification numbers for the
4 PAGA Group with their corresponding Individual Pay Periods and PAGA Payment Shares.

5 **68. Taxes and Withholdings.** Each Settlement Share is intended to settle the Class
6 Members' claims for unpaid wages and penalties. Accordingly, thirty-three percent (33%) of each
7 Settlement Share shall represent unpaid wages and the remaining sixty-seven percent (67%) of each
8 Settlement Share shall represent penalties and interest. The portion of the Settlement Share
9 representing unpaid wages shall be paid to each Participating Class Member subject to any
10 applicable employee-side tax withholdings and deductions, and the Settlement Administrator shall
11 issue an IRS Form W-2 to each Participating Class Member for that amount. The portion of the
12 Settlement Share representing penalties shall be paid to the Participating Class Member in full
13 without deductions or withholdings, and the Settlement Administrator shall issue an IRS Form 1099
14 to each Participating Class Member for that amount. Each Participating Class Member shall be
15 individually responsible for their own share of applicable income tax withholdings and deductions
16 from the Settlement Share attributable to the portion of the settlement for which an IRS Form 1099
17 will be issued. Defendants' payment of the Employer Payroll Tax attributable to the Settlement
18 Share payments constituting wages will be made separately and shall not come from the Maximum
19 Settlement Amount. The Parties agree and understand that Defendants have not made any
20 representations regarding the tax obligations or consequences, if any, related to this Settlement. The
21 Parties agree that Defendants and each Participating Class Member are solely responsible for
22 determining the tax consequences of payments made pursuant to this Settlement and for paying
23 taxes, if any, which are determined to be owed by each of them on such payments (including
24 penalties and interest related thereto) by any taxing authority, whether state, local, or federal.

25 **69.** Each PAGA Payment Share is intended to settle the PAGA Group's claims for civil
26 penalties. Accordingly, one hundred percent (100%) of each PAGA Payment Share shall represent
27 civil penalties. The PAGA Payment Share shall be paid to the Aggrieved Employee in full without
28 deductions or withholdings, and the Settlement Administrator shall issue an IRS Form 1099 to each

1 Aggrieved Employee for that amount. Each Aggrieved Employee shall be individually responsible
2 for their own share of applicable income tax withholdings and deductions for his/her/their PAGA
3 Payment Share.

4 **70. Total Payment Amount.** In no event will Defendants be required to pay more than
5 the Maximum Settlement Amount (unless that amount is increased pursuant to Paragraph 18 above)
6 for distribution to the Plaintiff, Class Counsel, Participating Class Members, PAGA Group, LWDA,
7 Settlement Administrator, or for any other costs or expenses not otherwise enumerated. However,
8 Defendants' payment of the Employer Payroll Tax attributable to the Settlement Share payments
9 constituting wages will be made separately and shall not come from the Maximum Settlement
10 Amount.

11 **71. Payments to Plaintiff and Class Counsel and Others.** Subject to the terms and
12 conditions of this Settlement, the Settlement Administrator will make the following payments out of
13 the Maximum Settlement Amount as follows:

14 **(a) To Plaintiff:** In addition to her Settlement Share, Plaintiff will apply to the
15 Superior Court for a Class Representative Payment in an amount not to exceed Ten Thousand
16 Dollars and Zero Cents (\$10,000.00). Defendants will not oppose this Class Representative
17 Payment. The Settlement Administrator will pay the Class Representative Payment approved by
18 the Superior Court out of the Maximum Settlement Amount. Payroll tax withholding and
19 deductions will not be taken from the Class Representative Payment and an IRS Form 1099 will be
20 issued to Plaintiff for this payment.

21 **(b) To Class Counsel:** Class Counsel will apply to the Superior Court for the
22 Class Counsel Fees Payment in an amount not to exceed one-third (1/3) of the Maximum
23 Settlement Amount (currently estimated to be One Hundred Forty-Three Thousand, Three Hundred
24 Thirty-Three Dollars and Thirty-Three Cents (\$143,333.33)). Class Counsel will also submit to the
25 Superior Court a memorandum of costs for the Class Counsel Litigation Expenses Payment in an
26 amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) as a request for
27 reasonable costs of suit to be paid from the Maximum Settlement Amount. Defendants will not
28 oppose these requests. The Settlement Administrator will pay the amounts approved by the

1 Superior Court out of the Maximum Settlement Amount. Withholding and deductions will not be
2 taken from the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment and one
3 or more IRS Forms 1099 will be issued to Class Counsel with respect to these payments.

4 (c) **To the LWDA:** As part of their Motions for Preliminary and Final
5 Approval, the Parties will jointly apply to the Superior Court for approval of the LWDA Payment in
6 the amount of Twenty-Two Thousand, Five Hundred Dollars and Zero Cents (\$22,500.00), which
7 shall constitute the LWDA's seventy-five percent (75%) share of Thirty Thousand Dollars and Zero
8 Cents (\$30,000.00) in civil penalties paid under this Settlement. The remaining Seven Thousand,
9 Five Hundred Dollars and Zero Cents (\$7,500.00) in civil penalties shall be distributed on a *pro*
10 *rata* basis based upon the number of pay periods worked by each Aggrieved Employee ("PAGA
11 Payment").

12 (a) **To the Settlement Administrator:** The Settlement Administrator will be
13 paid from the Maximum Settlement Amount its reasonable fees and expenses as approved by the
14 Superior Court, which are estimated not to exceed Six Thousand Nine Hundred Dollars and Zero
15 Cents (\$6,900.00).

16 72. **Appointment of Settlement Administrator.** The Parties will ask the Superior
17 Court to appoint Phoenix Class Action Administrators, a qualified and experienced administrator
18 based in California where the Action is venued, to serve as the Settlement Administrator, which, as
19 a condition of appointment, will agree to be bound by this Agreement with respect to the
20 performance of its duties and its compensation. The Settlement Administrator's duties will include
21 (i) calculating Settlement Shares and PAGA Payment Shares; (ii) preparing, printing, and mailing
22 the Class Notice to all Class Members; (iii) using reasonable measures to contact all Class
23 Members, including conducting a National Change of Address search on all Class Members before
24 mailing the Class Notice to each Class Member's address; (iv) re-mailing the Class Notice to the
25 Class Member's new address for those Class Members whose address had changed; (v) setting up a
26 toll-free telephone number to receive calls from Class Members; (vi) receiving requests for
27 exclusion and objections to the Settlement; (vii) providing the Parties with weekly status reports
28 about the delivery of Class Notices and any requests for exclusion and objections; (viii) issuing the

1 checks to effectuate the payments due under the Settlement; (ix) using reasonable measures to
2 deliver issued checks to Participating Class Members, including use of a “skip-trace” for
3 undeliverable checks; and (x) otherwise administering the Settlement pursuant to this Agreement
4 including paying and reporting the employer’s share of the payroll taxes to the appropriate taxing
5 agency. If there is a dispute, the Settlement Administrator will consult with the Parties to determine
6 whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility
7 for, and the amounts of, any Settlement Share under the terms of this Settlement Agreement.
8 However, if the Settlement Administrator and the Parties cannot agree on a resolution, the Parties
9 will submit the dispute to the Court for a final determination. The Settlement Administrator’s
10 reasonable fees and expenses are estimated to not exceed Six Thousand Nine Hundred Dollars and
11 Zero Cents (\$6,900.00) and will be paid out of the Maximum Settlement Amount, as set forth
12 herein, subject to Court approval.

13 **V. RELEASE OF CLAIMS**

14 73. **Plaintiff’s Released Claims.** Plaintiff, individually and on behalf of Plaintiff’s
15 heirs, executors, administrators, representatives, attorneys, successors and assigns knowingly and
16 voluntarily releases and forever discharges Defendants, including any and all parent corporations,
17 affiliates, subsidiaries, managers, predecessors, insurers, successors and assigns, including but not
18 limited to each of their current and former attorneys officers, directors and agents thereof, both
19 individually and in their business capacities, (collectively, “Plaintiff’s Released Parties”), to the
20 fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and
21 unasserted, which Plaintiff has or may have against the Plaintiff’s Released Parties as of the date of
22 execution of this Settlement Agreement. Plaintiff is not waiving any rights Plaintiff may have to:
23 (i) Plaintiff’s own vested accrued employee benefits under the Defendants’ health, welfare or
24 retirement benefits plans, if any, as of the date of execution of this Settlement Agreement; (ii)
25 benefits or rights to seek benefits under applicable workers’ compensation (except as to claims
26 under Labor Code §§ 132a and 4553 which are expressly released herein) or unemployment
27 insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing
28 this Settlement Agreement; and (iv) enforce this Settlement Agreement.

1 74. To affect a full and complete general release as described above, Plaintiff expressly
2 waives and relinquishes all rights and benefits of § 1542 of the Civil Code of the State of California
3 and does so understanding and acknowledging the significance and consequence of specifically
4 waiving § 1542. Thus, notwithstanding the provisions of § 1542, and to implement a full and
5 complete release and discharge of all parties, Plaintiff expressly acknowledges this Settlement
6 Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know
7 or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this
8 Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants
9 Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code § 1542,
10 and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's
11 choosing about this Settlement Agreement and specifically about the waiver of § 1542, and that
12 Plaintiff understands this Settlement Agreement and the § 1542 waiver, and so Plaintiff freely and
13 knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later
14 may discover facts different from or in addition to those Plaintiff now knows or believes to be true
15 regarding the matters released or described in this Settlement Agreement, and even so Plaintiff
16 agrees that the releases and agreements contained in this Settlement Agreement shall remain
17 effective in all respects notwithstanding any later discovery of any different or additional facts.
18 Plaintiff expressly assume any and all risk of any mistake in connection with the true facts involved
19 in the matters, disputes or controversies released or described in this Settlement Agreement or with
20 regard to any facts now unknown to Plaintiff relating thereto. This specifically excludes claims for
21 unemployment insurance, disability, social security, and workers' compensation, including workers'
22 compensation case no. ADJ17230670 (except for claims pursuant to Labor Code Sections 132a and
23 4553).

24 75. **Participating Class Members Released Claims.** Upon funding of the Settlement,
25 each Participating Class Member, and without the need to manually sign a release document, shall
26 release the Released Parties from all causes of Action and claims and allegations made in the
27 operative complaint in the Action or which could have been made in the Action based on the factual
28 allegations therein, including all claims for: (i) failure to pay all regular rate wages, minimum

1 wages, and overtime wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198);
2 (ii) failure pay paid sick leave (Cal. Lab. Code § 246); (iii) to provide compliant meal periods (Cal.
3 Lab. Code §§ 226.7 & 512); (iv) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7);
4 (v) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (vi) failure to
5 provide complete, accurate wage statements (Cal. Lab. Code § 226); (vii) failure to pay wages
6 timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); and (viii) unfair business
7 practices that could have been premised on the claims, causes of Action or legal theories of relief
8 described above or any of the claims, causes of Action or legal theories of relief pleaded in the
9 operative complaint (Cal. Bus. & Prof. Code § 17200, *et seq.*) (collectively, the “Released Claims”).
10 The period of the Released Claims shall mirror the Class Period.

11 76. The definition of “Released Claims” for the Class Members shall expressly exclude
12 all claims for vested benefits, wrongful termination, unemployment insurance, disability, social
13 security, workers’ compensation, claims while classified as exempt, and claims outside of the Class
14 Period.

15 77. **PAGA Released Claims.** Upon funding of the Settlement, Plaintiff and the State of
16 California, release all claims for civil penalties under PAGA (Labor Code § 2698 *et seq.*) that could
17 have been sought by the Labor Commissioner for the PAGA violations identified in Plaintiff’s pre-
18 filing letter to the LWDA dated March 1, 2023, and as alleged in the Action, that arose during the
19 PAGA Period (the “PAGA Release”). Plaintiff does not release any Aggrieved Employee’s claim
20 for wages or damages. The period of the PAGA Release shall mirror the PAGA Period.

21 78. Released Parties include Defendants, together with their respective officers,
22 directors, employees, and agents.

23 79. In light of the binding nature of a PAGA judgment on non-party employees pursuant
24 to *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice,*
25 *Inc.* (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of a Class Member
26 who exclude themselves from the Settlement shall nonetheless receive a payment for the amount of
27 each such individual’s estimated share of the PAGA Payment and shall have released PAGA
28 claims, as outlined in Paragraph 77.

1 80. The Released Claims and PAGA Released Claims described in Paragraphs 75 and 77
2 expressly exclude all claims made by a Participating Class Member and/or Aggrieved Employee for
3 vested benefits, wrongful termination, unemployment insurance, disability, social security, workers'
4 compensation, claims while classified as exempt, and claims outside of the Class Period and/or
5 PAGA Period.

6 81. **Class Counsel.** As of the Effective Date and Class Counsels' receipt of their court
7 approved attorneys' fees and expenses, and except as otherwise provided by this Settlement, Class
8 Counsel and any counsel associated with Class Counsel waive any further claims to costs and
9 attorneys' fees and expenses against Defendants or the Released Parties arising from or related to
10 the Action, including but not limited to claims based on the Labor Code, the Code of Civil
11 Procedure, PAGA, the Fair Labor and Standards Act, the Business and Professions Code, or any
12 other contract, statute or law ("Class Counsel Released Claims").

13 82. **No Effect on Other Benefits.** The payment of Settlement Shares and/or PAGA
14 Payment Shares will not result in any additional employee benefit payments (such as 401(k),
15 vacation, or bonus) and shall not have any effect on the eligibility for, or calculation of, any
16 employee benefit.

17 **VI. DUTIES OF THE PARTIES**

18 83. **Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to
19 accomplish and implement the terms of this Stipulation. Such cooperation shall include, but not be
20 limited to, execution of such other documents and the taking of such other Action as may
21 reasonably be necessary to fulfill the terms of this Settlement unless the Court denies the Settlement
22 with prejudice. The Parties shall use their best efforts, including all efforts contemplated by this
23 Stipulation and any other efforts that may become necessary by court order or otherwise, to
24 effectuate this Stipulation and the terms set forth herein. As soon as practicable after execution of
25 this Stipulation, Class Counsel, with the cooperation of Defendants and Defense Counsel, shall take
26 all necessary and reasonable steps to secure the Court's approval of this Stipulation. The Parties will
27 work together to make any non-material modifications of the Settlement requested by the Court to
28 obtain approval of the Parties' Settlement.

1 84. **Duty to Support and Defend the Class Settlement.** The Parties agree to abide by
2 all of the terms of the Settlement in good faith and to support the Settlement fully and to use their
3 best efforts to defend this Settlement from any legal challenge, whether by appeal or collateral
4 attack.

5 85. **Duties Prior to Court Approval.** Class Counsel shall promptly submit this
6 Stipulation to the Court for preliminary approval and determination by the Court as to its fairness,
7 adequacy, and reasonableness. Promptly upon execution of this Stipulation, Class Counsel shall
8 apply to the Court for the entry of a preliminary order, scheduling a hearing on the question of
9 whether the proposed Class Settlement should be approved as fair, reasonable, and adequate as to
10 the Class Members, approving as to form and content the proposed Class Notice attached hereto as
11 Exhibit "A", respectively, and directing the mailing of the Class Notice to Settlement Class
12 Members.

13 86. **Non-Monetary Relief and Catalyzation of Policy Change.** Although Defendants
14 deny any liability of any kind associated with the claims alleged in the Lawsuit, denies any liability
15 or intentional wrongdoing, Defendants revised and updated their wage and hour policies and
16 practices, including but not limited to their timekeeping policies and procedures and meal period
17 and rest break policies and procedures.

18 **VII. MISCELLANEOUS TERMS**

19 87. **No Admission of Liability.** Defendants deny that they have engaged in any
20 unlawful activity, has failed to comply with the law in any respect, or has any liability to anyone
21 under the claims asserted in the Action. This Settlement is entered into solely for the purpose of
22 compromising highly disputed claims. Nothing in this Settlement is intended or will be construed
23 as an admission of liability or wrongdoing by Defendants, an admission by Plaintiff that any of his
24 claims were non-meritorious, or any defense asserted by Defendants was meritorious. This
25 Settlement and the fact that Plaintiff and Defendants were willing to settle the Action will have no
26 bearing on, and will not be admissible in connection with, any litigation (other than solely in
27 connection with the Settlement).

28 88. The Parties also agree that this release constitutes a resolution of a good faith dispute

1 concerning wages and complies with Labor Code Section 206.5, which reads in part:

2
3 “Execution of release of claim or right on account of wages due.

4 No employer shall require the execution of any release of any
5 claim or right on account of wages due, or to become due, or made,
6 or made as an advance on wages to be earned, unless payment of
7 those wages has been made.”
8

9 89. Whether or not the Judgment becomes Final, neither the Settlement, any document,
10 statement, proceeding or conduct related to the Settlement, nor any reports or accounting of those
11 matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be
12 evidence for any purpose adverse to Defendants or any of the Released Parties, including, but not
13 limited to, evidence of a presumption, concession, indication or admission by any of the Released
14 Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed,
15 referred to or offered in evidence against any of the Released Parties, or any other civil, criminal or
16 administrative Action or proceeding except for purposes of effectuating this Settlement.

17 90. Notwithstanding Paragraph 89 of this Settlement, any and all provisions of this
18 Settlement may be admitted in evidence and otherwise used in any and all proceedings to enforce
19 any or all terms of this Settlement, or in defense of any claims released or barred by this Settlement.

20 91. **Non-Disparagement.** Plaintiff and Class Counsel agree not to make any untruthful,
21 malicious, disparaging or defamatory statements, allegations, comments or communications,
22 regardless of form (whether written, oral, electronic, including but not limited to Glassdoor, Yelp,
23 or otherwise), regarding the Released Parties. Plaintiff and Class Counsel further agree not to
24 encourage authorize or permit any such statements, allegations, comments or communications to be
25 made by others on their behalf. To the extent Plaintiff and/or Class Counsel have posted any
26 negative comments about the Released Parties on Glassdoor, Yelp, or other websites, Plaintiff
27 and/or Class Counsel agree to request that these comments be removed and to provide a copy of
28 such request to Defense Counsel within 30 days of the execution of this Agreement.

1 **92. Reemployment Acknowledgments.** Plaintiff acknowledges that she has no intent to
2 apply for employment and/or re-employment with Defendants. Plaintiff further acknowledge that
3 Defendants or any related, successor, parent, or subsidiary companies have the right to refuse hire
4 or rehire Plaintiff for non-discriminatory and non-retaliatory reasons and Plaintiff acknowledges
5 that Defendants' position is that such legitimate non-discriminatory and non-retaliatory reasons
6 exist.

7 **93. Integrated Agreement.** After this Settlement is signed and delivered by all Parties
8 and their counsel, this Settlement and its exhibits will constitute the entire agreement between the
9 Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties,
10 covenants, or inducements have been made to any Party concerning this Settlement or its exhibits
11 other than the representations, warranties, covenants, and inducements expressly stated in this
12 Settlement and its exhibits.

13 **94. Attorney Authorization.** Class Counsel and Defense Counsel warrant and represent
14 that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate Action
15 required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms,
16 and to execute any other documents required to effectuate the terms of this Settlement. The Parties
17 and their counsel will cooperate with each other and use their best efforts to affect the
18 implementation of the Settlement. In the event the Parties are unable to reach agreement on the
19 form or content of any document needed to implement the Settlement, or on any supplemental
20 provisions that may become necessary to effectuate the terms of this Settlement, the Parties will
21 seek the assistance of mediator, the Honorable Mitchel R. Goldberg (Ret.), and if no resolution is
22 reached the Superior Court, and in all cases all such documents, supplemental provisions and
23 assistance of the court will be consistent with this Settlement.

24 **95. Modification of Agreement.** This Agreement, and any and all parts of it, may be
25 amended, modified, changed, or waived only by an express written instrument signed by all Parties,
26 their successors-in-interest, and/or the Parties' respective counsel, as authorized.

27 **96. Settlement Binding on Successors.** This Settlement Agreement will be binding
28 upon, and inure to the benefit of, the successors of each of the Parties.

1 97. **Applicable Law.** All terms and conditions of this Settlement and its exhibits will be
2 governed by and interpreted according to the laws of the State of California, without giving effect to
3 any conflict of law principles or choice of law principles.

4 98. **Cooperation in Drafting.** The Parties have cooperated in the drafting and
5 preparation of this Settlement. This Settlement will not be construed against any Party on the basis
6 that the Party was the drafter or participated in the drafting.

7 99. **Fair Settlement.** The Parties and their respective counsel believe and warrant that
8 this Settlement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at
9 this Settlement through arms-length negotiations, taking into account all relevant factors, current
10 and potential.

11 100. **Headings.** The descriptive heading of any section or Paragraph of this Settlement is
12 inserted for convenience of reference only and does not constitute a part of this Settlement.

13 101. **Notice.** All notices, demands or other communications given under this Settlement
14 will be in writing and deemed to have been duly given as of the third business day after mailing by
15 U.S. Mail, addressed as follows:

16 *To Class Counsel:* HAINES LAW GROUP, APC
17 Paul K. Haines
18 Fletcher W. Schmidt
19 Andrew J. Rowbotham
20 2155 Campus Drive, Suite 180
21 El Segundo, California 90245

22 *To Defendants' Counsel:* Andrea Rosenkranz, Esq.
23 Matthew C. Sgnilek, Esq.
24 O'HAGAN MEYER
25 4695 MacArthur Court, Suite 900
26 Newport Beach, CA 92660

27 102. **Execution in Counterpart.** This Settlement may be executed in one or more
28 counterparts. All executed counterparts and each of them will be deemed to be one and the same
instrument provided that counsel for the Parties will exchange between themselves original signed
counterparts. Facsimile signatures, scanned PDF signatures, and electronic signatures will be
presumptive evidence of execution of the original, which shall be produced on reasonable request.
Any executed counterpart will be admissible to prove the existence and contents of this Settlement.

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

6
7 DATED: 07/25/25 _____

ADA MENDOZA

8
9 
10 Ada Mendoza (Jul 25, 2025 09:10:08 PDT)

11 DATED: _____

DESERT VALLEY DATE LLC

12
13 By: _____

14 Its: _____

15
16 DATED: _____

JOOLIES, LLC

17
18 By: _____

19 Its: _____

20
21 DATED: _____

DVD FARMING, LLC

22
23 By: _____

24 Its: _____

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

6
7 DATED: _____ **ADA MENDOZA**

8
9 _____
10
11 DATED: Jul 28, 2025 **DESERT VALLEY DATE LLC**

12
13 By: Gregory Willsey
Gregory Willsey (Jul 28, 2025 11:56:16 PDT)

14 Its: Manager

15
16 DATED: Jul 28, 2025 **JOOLIES, LLC**

17 By: Gregory Willsey
Gregory Willsey (Jul 28, 2025 11:56:16 PDT)

18 Its: Manager

19
20 DATED: Jul 28, 2025 **DVD FARMING, LLC**

21 By: Gregory Willsey
Gregory Willsey (Jul 28, 2025 11:56:16 PDT)

22 Its: Manager
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DATED: _____

DVD FACILITY, LLC

By: _____

Its: _____

DATED: 07/25/25

HAINES LAW GROUP, APC

By: 

Paul K. Haines
Fletcher W. Schmidt
Andrew J. Rowbotham

Attorneys for Plaintiff,
ADA MENDOZA

DATED: _____

O'HAGAN MEYER

By: _____
Andrea Rosenkranz, Esq.
Matthew C. Sgnilek, Esq.

Attorneys for Defendants,
DESERT VALLEY DATE LLC

1 DATED: Jul 28, 2025
2

DVD FACILITY, LLC

3 By: Gregory Willsey
Gregory Willsey (Jul 28, 2025 11:56:16 PDT)

4 Its: Manager

5
6 DATED: _____

HAINES LAW GROUP, APC

7
8 By: _____
9 Paul K. Haines
Fletcher W. Schmidt
10 Andrew J. Rowbotham

11 Attorneys for Plaintiff,
ADA MENDOZA

12
13 DATED: Jul 27, 2025
14

O'HAGAN MEYER

15
16 By: Andrea Rosenkranz
Andrea Rosenkranz (Jul 27, 2025 23:56:05 PDT)
17 Andrea Rosenkranz, Esq.
Matthew C. Sgnilek, Esq.

18 Attorneys for Defendants,
19 DESERT VALLEY DATE LLC
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