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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

MELISSA ALCAZAR PEÑA, individually
and on behalf of all other aggrieved employees

Plaintiff,

vs.

FERMA CORPORATION, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO. 23CV040143

[Assigned to the Hon. Keith Fong, Dept.
517]

**STIPULATION OF
REPRESENTATIVE ACTION
SETTLEMENT**

Complaint Filed: August 7, 2023

Trial Date: October 27, 2025

1 IT IS HEREBY STIPULATED, by and between plaintiff Melissa Alcazar Peña
2 (“Plaintiff”), individually and on behalf of all other aggrieved employees, on the one hand, and
3 defendant Ferma Corporation (“Ferma”), on the other hand, and subject to the approval of the
4 Court, that the Action is hereby compromised and settled pursuant to the terms and conditions set
5 forth in this Stipulation of Representative Action Settlement (“Stipulation” or “Settlement
6 Agreement”) and that the Court shall make and enter judgment, subject to the continuing
7 jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms set
8 forth herein which by this reference become an integral part of this Stipulation.

9 **DEFINITIONS**

10 1. “Action” means the representative action entitled *Peña v. Ferma Corporation, et*
11 *al.*, Alameda County Superior Court Case No. 23CV040143, and Plaintiff’s PAGA Notice(s), as
12 amended.

13 2. “Aggrieved Employees” means all current and former non-exempt employees of
14 Defendant in California at any time during the PAGA Period who were not subject to a Collective
15 Bargaining Agreement (“CBA”) during the PAGA Period.

16 3. “Approval Hearing” means the hearing to be conducted by the Court after the filing
17 of an appropriate motion by Plaintiff, at which time Plaintiff shall request that the Court approve
18 the Settlement, enter the Court Approval Order and Judgment, and take other appropriate action.

19 4. “Compensable Pay Periods” means the total number of pay periods during which an
20 Aggrieved Employee worked for Defendant as a non-exempt employee in California during the
21 PAGA Period, based on Defendant’s records, and which shall be used to calculate Individual
22 Settlement Payments.

23 5. “Court Approval Order and Judgment” means the Court order and judgment
24 granting approval of the PAGA Settlement.

25 6. “Defendant” means defendant Ferma Corporation.

26 7. “Defense Counsel” means Jason W. Kearnaghan and Rachel P. Howard of
27 Sheppard, Mullin, Richter & Hampton LLP.

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1 8. “Effective Date” means the latter of: (i) the period for filing any appeal, writ, or
2 other appellate proceeding opposing the Settlement has elapsed without any appeal, writ, or other
3 appellate proceeding opposing the Settlement has elapsed without any appeal, writ, or other
4 appellate proceeding having been filed, which is no sooner than 61 calendar days following the
5 Court Approval Order and Judgment; (ii) any appeal, writ, or other appellate proceeding opposing
6 the Settlement has been dismissed finally and conclusively with no right to pursue further remedies
7 or relief; (iii) any appeal, writ, or other appellate proceeding has upheld the Court’s final order with
8 no right to pursue further remedies or relief; or (iv) the period for filing any motion to intervene,
9 motion to vacate or similar motion attempting to disrupt the Settlement has elapsed without any
10 such motion having been filed, or such motion has been denied and is itself unappealable. In this
11 regard, it is the intention of the Parties that the Settlement shall not become effective until the Court
12 Approval Order and Judgment is completely final, and there is no further recourse by an appellant
13 or objector who seeks to contest the Settlement.

14 9. “Employee Information” means information regarding the Aggrieved Employees
15 that Defendant shall in good faith compile from its records and shall be authorized by the Court to
16 transmit in a secured manner to the Settlement Administrator. Employee Information shall be
17 transmitted in electronic form and shall include each Aggrieved Employee’s full name; last known
18 address; Social Security number; and total number of Compensable Pay Periods.

19 10. “Gross Settlement Amount” means One Hundred Fifteen Thousand Dollars and Zero
20 Cents (\$115,000.00), which is the total gross amount Defendant agrees to pay under the Settlement.
21 The Gross Settlement Amount will be used to pay Individual Settlement Payments, the LWDA
22 PAGA Payment, Plaintiff’s Counsel Award, Incentive Award, and the Settlement Administration
23 Costs.

24 11. “Incentive Award” means the amount that the Court authorizes to be paid to
25 Plaintiff, in addition to Plaintiff’s Individual Settlement Payment, in recognition of Plaintiff’s effort
26 and risk in prosecuting the Action.

27 12. “Individual Settlement Payment” means the amount payable from the Net
28 Settlement Amount to each Aggrieved Employee.

- 1 13. “LWDA” means the California Labor and Workforce Development Agency.
- 2 14. “LWDA PAGA Payment” means the seventy five percent (75%) of the PAGA
3 Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 4 15. “Net Settlement Amount” means the Gross Settlement Amount, less the following
5 payments in the amounts approved by the Court: the LWDA PAGA Payment, Incentive Award,
6 Plaintiff’s Counsel Award, and the Settlement Administration Costs.
- 7 16. “Notice” means the Notice of Representative Action Settlement, substantially in the
8 form attached as **Exhibit 1**, which shall be subject to Court approval and which the Settlement
9 Administrator shall mail to each Aggrieved Employee explaining the terms of this Stipulation and
10 the Settlement.
- 11 17. “PAGA” means the Labor Code Private Attorneys General Act of 2004, California
12 Labor Code sections 2698, et seq.
- 13 18. “PAGA Notice” means Plaintiff’s letter to Defendant and the LWDA dated May 30,
14 2023 (bearing Case Number LWDA-CM-958325-23) alleging Labor Code violations.
- 15 19. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from
16 the Gross Settlement Amount, allocated twenty five percent (25%) to the Aggrieved Employees
17 and the seventy five percent (75%) to LWDA in settlement of PAGA claims asserted in the Action.
- 18 20. “PAGA Period” means the time period from June 3, 2022 through April 29, 2025.
- 19 21. “Parties” means Plaintiff and Defendant.
- 20 22. “Plaintiff” means plaintiff Melissa Alcazar Peña.
- 21 23. “Plaintiff’s Counsel” means Matthew J. Matern, Deanna S. Leifer, and Kristen B.
22 Doyan of Matern Law Group, PC.
- 23 24. “Plaintiff’s Counsel Award” means reasonable attorneys’ fees for Plaintiff’s
24 Counsel’s litigation and resolution of this Action (not to exceed 33 1/3% of the Gross Settlement
25 Amount), and Plaintiff’s Counsel’s expenses and costs reasonably incurred in connection with this
26 Action.
- 27 25. “Released Parties” means Defendant and each and all of its past, present and future
28 agents, employees, servants, officers, directors, managing agents, members, owners (whether direct

1 or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents,
2 subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions,
3 assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential
4 and alleged joint employers, temporary staffing agencies and employees thereof, dual employers,
5 potential and alleged dual employers, co-employers, potential and alleged co-employers, common
6 law employers, potential and alleged common law employers, contractors, affiliates, service
7 providers, alter-egos, potential and alleged alter-egos, vendors, affiliated organizations, any person
8 and/or entity with potential or alleged to have joint liability, and all of their respective past, present
9 and future employees, directors, officers, members, owners, agents, representatives, payroll
10 agencies, attorneys, shareholders, stockholders, fiduciaries, parents, subsidiaries, other service
11 providers, and assigns, any person or entity acting on their behalf, and each and all of them.

12 26. "Settlement" means the final and complete disposition of the Action pursuant to this
13 Stipulation.

14 27. "Settlement Administration Costs" means the reasonable costs and fees of
15 administering the Settlement to be paid from the Gross Settlement Amount, including, but not
16 limited to: (i) printing, mailing, and re-mailing (if necessary) Settlement Packets to the Aggrieved
17 Employees; (ii) preparing and submitting to Aggrieved Employees and government entities all
18 appropriate tax filings and forms; (iii) computing the amount of and distributing Individual
19 Settlement Payments, the Incentive Award, the Plaintiff's Counsel Award, and the PAGA payment
20 to the LWDA; (iv) establishing a Qualified Settlement Fund, as defined by the Internal Revenue
21 Code; and (vi) preparing and submitting filings required by law in connection with the payments
22 required by the Settlement.

23 28. "Settlement Administrator" means Xpand Legal Consulting LLC.

24 29. "Settlement Packet" means the packet of documents which shall be mailed to all
25 Aggrieved Employees by the Settlement Administrator, including the Notice and each Aggrieved
26 Employee's respective Individual Settlement Payment.

27 RECITALS

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1 30. Procedural History. On August 7, 2023, Plaintiff filed a complaint against
2 Defendant in Alameda County Superior Court, alleging a single cause of action for penalties under
3 PAGA.

4 31. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff asserts that Plaintiff gave
5 timely written notice to Defendant and the LWDA by sending the PAGA Notice(s).

6 32. Defendant filed an answer to Plaintiff's complaint on September 28, 2023.
7 Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the
8 laws identified in the Operative Complaint, and denies any and all wrongdoing, legal liability,
9 penalties, interest, and damages arising out of any of the facts or conduct alleged in the Action.

10 33. On February 25, 2025, the Parties attended a private mediation session with
11 mediator Steven J. Serratore, Esq. At the end of the mediation, Mr. Serratore made a mediator's
12 proposal outlining the material terms of a proposed representative action settlement. On February
13 28, 2025, the Parties accepted the mediator's proposal, made subject to the Parties entering into a
14 long form settlement agreement.

15 34. The Parties engaged in formal and informal discovery in advance of the mediation.
16 Among other things, Plaintiff obtained relevant policies of Defendant, data regarding the Aggrieved
17 Employees, and timekeeping and payroll records for Plaintiff and a representative sampling of the
18 Aggrieved Employees

19 35. Benefits of Settlement to Plaintiff and the Aggrieved Employees. Plaintiff and
20 Plaintiff's Counsel recognize the expense and length of continued proceedings that would be
21 necessary to litigate Plaintiff's claims in the Action through trial and through any possible appeals.
22 Plaintiff also has taken into account the uncertainty and risks of the outcome of further litigation,
23 and the difficulties and delays inherent in such litigation. Plaintiff and Plaintiff's Counsel are also
24 aware of the burdens of proof necessary to establish liability for the claims asserted in the Action,
25 both generally and in response to Defendant's defenses thereto, and the difficulties in establishing
26 penalties and other relief sought in the Action. Plaintiff and Plaintiff's Counsel also have taken
27 into account Defendant's agreement to enter into a settlement that penalizes Defendant for its
28 alleged wrongdoing and confers substantial benefits upon the State of California and Aggrieved

1 Employees. Based on the foregoing, Plaintiff and Plaintiff's Counsel have determined that the
2 Settlement set forth in this Stipulation is fair, adequate, and reasonable and is in the best interests
3 of all Aggrieved Employees.

4 36. Defendant's Reasons for Settlement. Defendant has concluded that any further
5 defense of the Action would be protracted and expensive for all Parties. Substantial amounts of
6 Defendant's time, energy, and resources has been, and unless this Settlement is completed, shall
7 continue to be, devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken
8 into account the risks of further litigation in reaching its decision to enter into this Settlement. Even
9 though Defendant contends it is not liable for any of the claims alleged by Plaintiff in the Action,
10 Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this
11 Stipulation and to put to rest the claims alleged in this Action. Defendant has asserted and continues
12 to assert that the claims alleged by Plaintiff have no merit and do not give rise to any liability,
13 damages, restitution, penalties, or other payments. This Stipulation is a compromise of disputed
14 claims. Nothing contained in this Stipulation, no documents referred to herein, and no action taken
15 to carry out this Stipulation, shall be construed or used as an admission by or against Defendant as
16 to the merits or lack thereof of the claims asserted in the Action. Defendant contends that it has
17 complied with all applicable state, federal and local laws.

18 37. The Parties, Plaintiff's Counsel and Defense Counsel represent that they are not
19 aware of any other pending matter(s) or action(s) asserting claims that will be extinguished or
20 affected by the Settlement.

21 TERMS OF SETTLEMENT

22 NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements
23 set forth herein, the Parties agree, subject to the Court's approval, as follows:

24 38. Binding Settlement. This Settlement shall bind the Parties and all Aggrieved
25 Employees, subject to the terms and conditions hereof and the Court's approval.

26 39. Monetary Terms.

27 a. Gross Settlement Amount. Defendant promises to pay the total gross amount of
28 One Hundred and Fifteen Dollars and No Cents (\$115,000.00) and no more as the Gross Settlement

1 Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline
2 stated in this Settlement Agreement. The Settlement Administrator will disburse the entire Gross
3 Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a
4 condition of payment. None of the Gross Settlement Amount will revert to Defendant, nor will
5 Defendant under any circumstances be liable for an amount that exceeds the Gross Settlement
6 Amount.

7 b. Mediation Payment. Separate from the Gross Settlement Amount, Defendant agrees
8 to pay Plaintiff's counsel Five Thousand Dollars and Zero Cents (\$5,000.000) to reimburse
9 Plaintiff's Counsel for a portion of Plaintiff's mediation fees. No later than 10 calendar days after
10 the Effective Date, Defendant will mail this \$5,000.00 payment directly to Plaintiff's Counsel via
11 check.

12 c. Payments from the Gross Settlement Amount. The Settlement Administrator will
13 make and deduct the following payments from the Gross Settlement Amount, in the amounts
14 specified in the Court Approval Order and Judgment:

15 i. To Plaintiff's Counsel: Subject to Court approval, Plaintiff's Counsel shall
16 be entitled to receive reasonable attorneys' fees in an amount not to exceed thirty three and one
17 third percent (33 1/3%) of the Gross Settlement Amount, which amounts to Thirty-Eight Thousand
18 Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$38,333.33). In addition, subject to
19 Court approval, Plaintiff's Counsel shall be entitled to an award of reasonable costs associated with
20 Plaintiff's Counsel's prosecution of the Action in an amount not to exceed Twenty-Five Thousand
21 Dollars (\$25,000.00). Plaintiff's Counsel shall provide the Settlement Administrator with a
22 properly completed and signed IRS Form W-9 in order for the Settlement Administrator to process
23 the Plaintiff's Counsel Award approved by the Court. Defendant shall not oppose or object to
24 Plaintiff's request for an award of attorneys' fees in an amount not to exceed Thirty-Eight Thousand
25 Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$38,333.33) and request for an award
26 of reasonable costs not to exceed Twenty-Five Thousand Dollars (\$25,000.00), which shall not
27 include Plaintiff's portion of the mediation fee, which is being paid separately. In the event that
28 the Court awards Plaintiff's Counsel less than Thirty-Eight Thousand Three Hundred Thirty-Three

1 Dollars and Thirty-Three Cents (\$38,333.33) in attorneys' fees and/or less than Twenty-Five
2 Thousand Dollars (\$25,000.00) in costs, the difference shall become part of the Net Settlement
3 Amount and shall be distributed to the LWDA and the Aggrieved Employees as part of their
4 Individual Settlement Payments. Any such reduction by the Court shall not grounds be grounds
5 for Plaintiff or her counsel to void/nullify this Agreement. Plaintiff's Counsel shall be paid any
6 Court-awarded attorneys' fees and costs no later than fourteen calendar (14) days after Defendant
7 provides the Settlement Administrator with the Gross Settlement Amount. Plaintiff's Counsel shall
8 be solely and legally responsible to pay all applicable taxes on the Plaintiff's Counsel Award. The
9 Settlement Administrator shall issue an IRS Form 1099 to Plaintiff's Counsel for the Plaintiff's
10 Counsel Award. This Settlement is not conditioned upon the Court awarding Plaintiff's Counsel
11 any particular amount of attorneys' fees or costs, unless the amount awarded is more than specified
12 in this paragraph. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on
13 the Plaintiff's Counsel Fees and Litigation Expenses Payment and holds Defendant harmless, and
14 indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any
15 of these payments.

16 ii. To the Settlement Administrator: A Settlement Administrator Expenses
17 Payment not to exceed \$2,500.00 except for a showing of good cause and as approved by the Court.
18 To the extent the actual administration expenses are less or the Court approves payment less than
19 \$2,500.00, the Settlement Administrator will allocate the remainder to the Net Settlement Amount.

20 iii. To Plaintiff: Subject to Court approval, Plaintiff shall be paid an Incentive
21 Award not to exceed the gross amount of Ten Thousand Dollars (\$10,000.00), or any lesser amount
22 as awarded by the Court, for her time and effort in bringing and presenting the Action and for
23 releasing her Released Claims. Defendant shall not oppose or object to Plaintiff's request for an
24 Incentive Award in the gross amount not to exceed Ten Thousand Dollars (\$10,000.00). The
25 Incentive Award shall be paid to Plaintiff from the Gross Settlement Amount no later than fourteen
26 (14) days after Defendant provide the Settlement Administrator with the Gross Settlement Amount.
27 The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for her Incentive Award.
28 Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on her Incentive

1 Award and shall hold harmless Defendant, Plaintiff's Counsel, and Defense Counsel from any
2 claim or liability for taxes, penalties, or interest arising as a result of payment of the Incentive
3 Award. The Incentive Award shall be made in addition to Plaintiff's Individual Settlement
4 Payment. Any amount requested by Plaintiff for the Incentive Award and not awarded by the Court
5 shall become part of the Net Settlement Amount and shall be distributed to the LWDA and to the
6 Aggrieved Employees as part of their Individual Settlement Payments. Any such reduction by the
7 Court of the Incentive Award shall not grounds be grounds for Plaintiff or her counsel to
8 void/nullify this Agreement.

9 iv. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from
10 the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25%
11 allocated to the Individual Settlement Payments. The Administrator will calculate each Individual
12 Settlement Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA
13 Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
14 the PAGA Period and (b) multiplying the result by the count of each Aggrieved Employee's PAGA
15 Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on
16 their Individual Settlement Payments. No Aggrieved Employee may opt out of or be excluded from
17 participating in the portion of the Settlement that releases PAGA claims, and each Aggrieved
18 Employee shall be bound by the release of PAGA claims as specified under the "Release by the
19 State of California and Aggrieved Employees," regardless of whether they cash their Individual
20 Settlement Payment check.

21 40. Tax Liability. The Parties make no representations as to the tax treatment or legal
22 effect of the payments specified herein, and the Aggrieved Employees are not relying on any
23 statement or representation by the Parties, Plaintiff's Counsel or Defense Counsel in this regard.
24 The Aggrieved Employees and Plaintiff's Counsel understand and agree that they shall be
25 responsible for the payment of all taxes and penalties assessed on the payments specified herein,
26 and shall hold the Parties, Plaintiff's Counsel, and Defense Counsel free and harmless from and
27 against any claims resulting from treatment of such payments as non-taxable, including the
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1 treatment of such payments as not subject to withholding or deduction for payroll and employment
2 taxes.

3 41. Circular 230 Disclaimer. THE PARTIES ACKNOWLEDGE AND AGREE THAT
4 (1) NO PROVISION OF THIS STIPULATION, AND NO WRITTEN COMMUNICATION OR
5 DISCLOSURE BETWEEN OR AMONG THE PARTIES, CLASS COUNSEL, OR DEFENSE
6 COUNSEL AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY
7 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
8 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
9 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
10 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
11 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
12 ADVICE) IN CONNECTION WITH THIS STIPULATION, (B) HAS NOT ENTERED INTO
13 THIS STIPULATION BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY
14 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED
15 TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR
16 ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE
17 IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER
18 TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
19 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES
20 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
21 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
22 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
23 CONTEMPLATED BY THIS STIPULATION.

24 42. Approval of Settlement. Plaintiff shall be responsible for moving the Court to
25 approve the Settlement and enter the Court Approval Order and Judgment. The Parties agree to
26 work diligently and cooperatively to have this Settlement presented to the Court for approval.
27 Plaintiff's counsel will provide Defendant's counsel with a draft motion for settlement approval for
28 review and comment at least three (3) business before filing such motion. The Court Approval

1 Order and Judgment shall provide for, among other things, the Settlement Packet to be sent to
2 Aggrieved Employees as specified herein. Plaintiff also agrees to provide all required notice(s) to
3 the LWDA regarding this Settlement.

4 43. Dismissal of Certain Claims. In connection with this Settlement, Plaintiff agrees to
5 dismiss, via a submission to the Court in the Action, the PAGA claims asserted on behalf of
6 Defendant's non-exempt California employees who are or were subject to CBAs during the PAGA
7 Period concurrent with the Motion for Approval. If, for any reason, the referenced request for
8 dismissal is not approved by the Court, the Parties will meet and confer in good faith regarding the
9 appropriate process to obtain dismissal of the referenced claims. If the Court does not enter the
10 dismissal of all non-exempt California employees who are or were subject to CBAs during the
11 PAGA Period, following a good faith meet and confer and effort of the Parties, this Agreement
12 shall become null and void and no longer have any force or effect. Further, Defendant's payment
13 of the Gross Settlement Amount is predicated on the referenced dismissal being entered by the
14 Court and thus, there shall be no payment by Defendant of the Gross Settlement Amount until the
15 referenced dismissal is entered by the Court.

16 44. Release by Plaintiff and Other Aggrieved Employees: Effective on the date when
17 Defendant has fully funded the entire Gross Settlement Amount, Plaintiff, individually and on
18 behalf of the State of California, and the Aggrieved Employees will release claims against all
19 Released Parties as follows:

20 a. Release by the State of California and Aggrieved Employees. The State of
21 California (and its agencies) and all Aggrieved Employees are deemed to release, on behalf of
22 themselves and their respective former and present representatives, agents, attorneys, heirs,
23 administrators, successors, assigns, and the LWDA, the Released Parties from all known and
24 unknown claims for civil penalties under PAGA that were alleged, or could have been alleged, in
25 the Action and/or in the PAGA Notice, including but not limited to, claims relating to failure to pay
26 minimum wages, straight time compensation, overtime wages and compensation, double-time
27 compensation, and/or interest; the calculation of the regular rate of pay; wages related to alleged
28 illegal time rounding; failure to pay wages at least twice each calendar month; failure to timely pay

1 wages; failure to timely pay final wages and wages due upon separation; collecting and/or receiving
2 from Aggrieved Employees part of their wages; missed/short/late/interrupted meal period, rest
3 period, and/or recovery period wages/premiums; failure to provide meal periods; failure to
4 authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest
5 period, and/or recovery period premiums; payment for all hours worked, including off-the-clock
6 work; failure to furnish accurate itemized wage statements; failure to maintain required records;
7 unlawful deductions and/or withholdings from wages; unlawful failure to keep accurate payroll
8 records of daily hours worked; any violations of the California Labor Code that could have been
9 alleged, including without limitation sections 201, 202, 203, 204, 210, 221, 223, 224, 226, 226.3,
10 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, and 1198, and any violations of the Wage
11 Orders of the California Industrial Welfare Commission that could have been alleged and that arose
12 during the PAGA Period (“Released PAGA Claims”). The Released PAGA Claims are limited to
13 the PAGA Period. All such claims, liabilities or causes of action (including, without limitation,
14 claims for related attorneys’ fees and costs) are forever barred by this Settlement Agreement
15 regardless of the forum in which they may be brought. The Parties intend for this release to be as
16 broad as lawfully possible. Non-signatories can avail themselves of the Settlement Agreement, and
17 this Settlement Agreement is for their respective benefit and use.

18 b. Plaintiff’s Released Claims. Plaintiff and Plaintiff’s former and present
19 spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
20 release and discharge Released Parties from all known and unknown claims, transactions, or
21 occurrences under federal, state and/or local law, statute, ordinance, regulation, common law, or
22 other source of law, including but not limited to claims arising from or related to Plaintiff’s
23 employment with Defendant and Plaintiff’s compensation while so employed (“Plaintiff’s
24 Release”). Plaintiff’s Release includes all claims asserted in the Action, as amended, and/or arising
25 from or related to the facts and claims alleged in the Action, as amended, or the PAGA Notices, or
26 that could have been raised in the Action, as amended, or the PAGA Notices based on the facts and
27 claims alleged, as amended. Plaintiff’s Release includes, but is not limited to, all claims for unpaid
28 wages, including, but not limited to, failure to pay minimum wages, straight time compensation,

1 overtime wages and compensation, double-time compensation, and/or interest; the calculation of
2 the regular rate of pay; wages related to alleged illegal time rounding; failure to pay wages at least
3 twice each calendar month; failure to timely pay wages; failure to timely pay final wages and wages
4 due upon separation; collecting and/or receiving from Plaintiff part of his wages; requiring Plaintiff
5 to execute a release as a condition of being paid; retaliation; failing to provide Plaintiff with paid
6 sick leave; failing to pay Plaintiff wages for unused vested vacation time;
7 missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums;
8 failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods;
9 the calculation of meal period, rest period, and/or recovery period premiums; reimbursement for all
10 necessary business expenses; failure to indemnify employees for necessary expenditures incurred
11 in discharge of duties; payment for all hours worked, including off-the-clock work and walking
12 time; failure to furnish accurate itemized wage statements; failure to maintain required records;
13 failure to provide suitable seating; failure to maintain temperature providing reasonable comfort;
14 unlawful deductions and/or withholdings from wages; unfair business practices; penalties,
15 including, but not limited to, recordkeeping penalties, wage statement and payroll reporting
16 penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs.
17 Plaintiff's Release includes all claims arising under the California Labor Code (including, but not
18 limited to, sections 98.6, 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 206.5, 210, 216,
19 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3,
20 246, 247.5, 248.5, 256, 450, 510, 511, 512, 515, 516, 550, 551, 552, 558, 1102.5, 1174, 1174.5,
21 1175, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2698 et seq., 2699
22 et seq., 2802, and 2804); all claims arising under: the Wage Orders of the California Industrial
23 Welfare Commission (including, but not limited to Wage Order No. 1-2001); PAGA; California
24 Business and Professions Code sections 17200, et seq.; the California Civil Code, to include
25 sections 3287, 3336 and 3294; 8 CCR sections 3203, 11070, 11090, 11100; California Code of
26 Civil Procedure section 1021.5; all state and local ordinances related to COVID-19 right of recall;
27 the California common law of contract; the FLSA, 29 U.S.C. sections 201, et seq.; 29 CFR 778.223;
28 29 CFR 778.315; federal common law; and the Employee Retirement Income Security Act, 29

1 U.S.C. sections 1001, et seq. (“ERISA”). Plaintiff’s Release also includes all claims for lost wages
2 and benefits, emotional distress, retaliation, punitive damages, and attorneys’ fees and costs arising
3 under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful
4 termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of
5 the Civil Rights Act of 1964, the Americans with Disabilities Act (“ADA”), the Age Discrimination
6 in Employment Act (“ADEA”), and the California Fair Employment and Housing Act (“FEHA”);
7 the California Government Code; the California Fair Pay Act; the California Equal Pay Act; and
8 the law of contract and tort. Plaintiff’s Release does not extend to any claims or actions to enforce
9 this Settlement Agreement, or to any claims for vested benefits, unemployment benefits, disability
10 benefits, social security benefits, workers’ compensation benefits that arose at any time, or based
11 on occurrences that take place after Plaintiff’s execution of this Settlement Agreement. Plaintiff
12 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or
13 law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release
14 shall be and remain effective in all respects, notwithstanding such different or additional facts or
15 law or Plaintiff’s discovery of them. All such claims, liabilities or causes of action (including,
16 without limitation, claims for related attorneys’ fees and costs) are forever barred by this Settlement
17 Agreement regardless of the forum in which they may be brought. The Parties intend for this
18 release to be as broad as lawfully possible. Non-signatories can avail themselves of the Settlement
19 Agreement, and this Settlement Agreement is for their respective benefit and use.

20 Plaintiff expressly waives all rights and benefits under the terms of section 1542 of the
21 California Civil Code. Section 1542 reads as follows:

22 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
23 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
24 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
25 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
26 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
27 **DEBTOR OR RELEASED PARTY.**

1 Notwithstanding the provisions of section 1542, and for the purpose of implementing a full
2 and complete release and discharge of all of her Released Claims, Plaintiff expressly acknowledges
3 that this Settlement is intended to include in its effect, without limitation, all Released Claims which
4 Plaintiff does not know or suspect to exist in her favor at the time of execution hereof, and that the
5 Settlement contemplates the extinguishment of all such Released Claims.

6 45. Settlement Administration.

7 a. Within fifteen (15) calendar days after the Effective Date, Defendant shall
8 provide the Settlement Administrator with the Employee Information for purposes of mailing the
9 Settlement Packets to Aggrieved Employees. To protect the Aggrieved Employees' privacy rights,
10 the Settlement Administrator must maintain the Employee Information in confidence, use the
11 Employee Information only for purposes of this Settlement and for no other purpose, and restrict
12 access to the Employee Information to only those Settlement Administrator employees who need
13 access to the Employee Information to effectuate and perform the Settlement Administrator's duties
14 under this Settlement Agreement.

15 i. Notice by First Class U.S. Mail. Upon receipt of the Employee
16 Information, the Settlement Administrator shall perform a search based on the National Change of
17 Address Database maintained by the United States Postal Service to update and correct any known
18 or identifiable address changes. Within fourteen (14) days of receiving the Gross Settlement
19 Amount from Defendant as provided herein, the Settlement Administrator shall mail copies of the
20 Settlement Packet, which shall include the Notice and each Aggrieved Employee's respective
21 Individual Settlement Payment, to all Aggrieved Employees via regular First Class U.S. Mail. The
22 Settlement Administrator shall exercise its best judgment to determine the current mailing address
23 for each Aggrieved Employee. The address identified by the Settlement Administrator as the
24 current mailing address shall be presumed to be the most current mailing address for each
25 Aggrieved Employee. The Parties agree that this procedure for notice provides the best notice
26 practicable to Aggrieved Employees and fully complies with due process.

27 ii. Undeliverable Settlement Packets. Any Settlement Packet returned
28 to the Settlement Administrator as non-deliverable shall be re-mailed to the forwarding address

1 affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly
2 attempt to determine a correct address by the use of skip-tracing, or other type of automated search,
3 using the name, address, and/or Social Security number of the Aggrieved Employee involved, and
4 shall then perform a re-mailing to the Aggrieved Employee whose Settlement Packet was returned
5 as non-deliverable, assuming another mailing address is identified by the Settlement Administrator.
6 If these procedures are followed, notice to Aggrieved Employees shall be deemed to have been
7 fully satisfied, and if the intended recipient of the Settlement Packet does not receive the Settlement
8 Packet, the intended recipient shall nevertheless remain bound by all terms of the Settlement and
9 the Court Approval Order and Judgment.

10 iii. Determination of Individual Settlement Payments. The Settlement
11 Administrator shall determine the eligibility for, and the amount of, each Individual Settlement
12 Payment under the terms of this Stipulation. The Settlement Administrator's determination of the
13 eligibility for and amount of each Individual Settlement Payment shall be binding upon the
14 Aggrieved Employees and the Parties, yet subject to review by Plaintiff's Counsel, Defense
15 Counsel, and the Court. In the absence of fraud or gross negligence, Defendant's records shall be
16 presumed accurate.

17 iv. Disputes Regarding Administration of Settlement. Any dispute not
18 resolved by the Settlement Administrator concerning the administration of the Settlement shall be
19 resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties shall
20 confer in good faith and make use of the services of Mr. Serratore, if necessary, to resolve the
21 dispute without the necessity of involving the Court.

22 b. Monitoring and Reviewing Settlement Administration. The Parties have the
23 right to monitor and review the administration of the Settlement to verify that the monies allocated
24 under the Settlement are distributed in the correct amount, as provided for in this Stipulation.

25 c. Best Efforts. The Parties agree to use their best efforts to carry out the terms
26 of this Settlement.

27 46. Funding of the Gross Settlement Amount. No later than thirty (30) days after the
28 Effective Date, Defendant shall provide to the Settlement Administrator in any feasible manner,

1 including, but not limited to, by way of a wire transfer, the Gross Settlement Amount into an
2 account set up solely for distribution of funds pertaining to this Settlement. If this Settlement is not
3 finally approved by the Court in full, or is terminated, rescinded, canceled, or fails to become
4 effective for any reason, or if the Effective Date does not occur, then no portion of the Gross
5 Settlement Amount shall be paid.

6 47. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days
7 after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all
8 Individual Settlement Payments, the Incentive Award, the LWDA PAGA Payment, the Settlement
9 Administration Costs, and the Plaintiff's Counsel Award.

10 a. The Administrator will issue checks for the Individual Settlement Payments
11 and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of
12 each check shall prominently state the date (not less than 180 days after the date of mailing) when
13 the check will be voided. The Administrator will cancel all checks not cashed by the void date.

14 b. The Administrator must conduct an Aggrieved Employee Address Search
15 for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding
16 address. Within seven (7) calendar days of receiving a returned check, the Administrator must re-
17 mail checks to the USPS forwarding address provided or to an address ascertained through the
18 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver
19 checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The
20 Administrator shall promptly send a replacement check to any Aggrieved Employee whose original
21 check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

22 c. For any Aggrieved Employee whose Individual PAGA Payment check is
23 uncashed and cancelled after the void date, the Administrator shall transfer the funds represented
24 by such checks to the California Controller's Unclaimed Property Fund in the name of the
25 Aggrieved Employee.

26 d. The payment of Individual PAGA Payments shall not obligate Defendant or
27 any of the other Released Parties to confer any additional benefits or make any additional payments
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1 to the Aggrieved Employees or any other employee (such as 401(k) contributions or bonuses)
2 beyond those specified in this Settlement Agreement.

3 e. The Administrator will report the Individual PAGA Payments on IRS 1099
4 Forms. No person shall have any claim against Defendant, Defense Counsel, Plaintiff, PAGA
5 Counsel, or the Administrator based on distributions and payments made in accordance with this
6 Settlement Agreement. Additionally, the Individual PAGA Payments shall be deemed not to be
7 pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of
8 the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiff and/or any
9 of the other Aggrieved Employees.

10 48. Approval Hearing and Entry of Judgment. An Approval Hearing shall be conducted
11 to determine whether to grant approval of the Settlement, including determining the amounts
12 properly payable for: (i) the Plaintiff's Counsel Award; and (ii) the Incentive Award. If the Court
13 grants approval of the Settlement, the Settlement Administrator shall post notice of final judgment
14 on its website within seven (7) calendar days of entry of the Court Approval Order and Judgment.

15 49. Nullification of Settlement. In the event the Court does not enter a Court Approval
16 Order and Judgment as provided herein, which becomes final as a result of the occurrence of the
17 Effective Date, or the Settlement does not become final for any other reason, this Settlement
18 Agreement, shall become null and void and any order or judgment entered by the Court in
19 furtherance of this Settlement shall be treated as void *ab initio*. In such a case, the Parties will seek
20 to reach a revised agreement acceptable to them to be presented to the Court. In the event the
21 Parties cannot reach a mutually acceptable revised agreement, they shall ask the mediator to assist
22 them in resolving the remaining disputes before litigating further. In the event the Parties are unable
23 to reach a revised agreement, or any such revised agreement is not approved by the Court, the
24 Parties shall proceed in all aspects as if this Settlement Agreement had not been executed,
25 submitted, and/or filed, and Defendant will not make any payments under either agreement, except
26 that any fees already incurred by the Administrator shall be paid for by Defendant. In the event
27 any motion to intervene or to vacate, or similar motion is filed prior to the Effective Date, or an
28 appeal is filed from the Court Approval Order and Judgment, or any other appellate review is sought

1 prior to the Effective Date, administration of the Settlement shall be stayed pending final resolution
2 of the motion, appeal, or other appellate review. The Parties will work cooperatively in connection
3 with defending the Settlement, and each Party will file papers in support of the Settlement as
4 necessary and appropriate.

5 50. Escalator Clause. The Gross Settlement Amount was negotiated and is premised on
6 the understanding that there are approximately 1,600 pay periods worked by Aggrieved Employees
7 during the period of June 3, 2022 through February 25, 2025. This is a material representation for
8 Plaintiff to enter into this Agreement. Should the actual number of pay periods during the PAGA
9 Period increase beyond ten percent (10%), i.e., more than 1,760 pay periods, then Defendant has
10 the option to either (i) pay any additional amount resulting from this escalator clause being
11 triggered, i.e. the Gross Settlement Amount shall be increased by the percentage increase in the
12 number of pay periods worked by Aggrieved Employees during the PAGA Period above ten percent
13 (10%) (e.g. if the number of pay periods increases by 11%, the Gross Settlement Amount will
14 increase by 1%), or (ii) end the PAGA Period on the date immediately prior to the escalator clause
15 being triggered.

16 51. No Admission by Defendant. Defendant denies all claims alleged in this Action and
17 denies all wrongdoing whatsoever by Defendant. Neither this Stipulation, nor any of its terms and
18 conditions, nor any of the negotiations connected with it, is a concession or admission, and none
19 shall be used against Defendant as an admission or indication with respect to any claim of any fault,
20 concession, or omission by Defendant. The Parties agree that this Stipulation shall not be
21 admissible in this or any other proceeding as evidence that Defendant is liable to Plaintiff or any
22 Aggrieved Employee, other than according to the terms of this Stipulation.

23 52. Exhibits and Headings. The terms of this Stipulation include the terms set forth in
24 any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
25 The Exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings of
26 any paragraphs or sections of this Stipulation are inserted for convenience of reference only.

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1 53. Interim Stay of Action. The Parties agree to stay and to request that the Court stay
2 all proceedings in the Action, except such proceedings necessary to implement and complete the
3 Settlement and enter the Court Approval Order and Judgment.

4 54. Amendment or Modification. This Stipulation may be amended or modified only
5 by a written instrument signed by counsel for all Parties or their successors-in-interest.

6 55. Entire Agreement. This Stipulation and any attached Exhibits constitute the entire
7 agreement between the Parties, and no oral or written representations, warranties, or inducements
8 have been made to Plaintiff or Defendant concerning this Stipulation or its Exhibits other than the
9 representations, warranties, and covenants contained and memorialized in this Stipulation and its
10 Exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding
11 on the Parties.

12 56. Authorization to Enter into Settlement Agreement. Plaintiff's Counsel and Defense
13 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to
14 negotiate this Stipulation and to take all appropriate actions required or permitted to be taken by
15 such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other documents
16 required to effectuate the terms of this Stipulation. The Parties, Plaintiff's Counsel, and Defense
17 Counsel shall cooperate with each other and use their best efforts to effect the implementation of
18 the Settlement. In the event that the Parties are unable to reach agreement on the form or content
19 of any document needed to implement the Settlement, or on any supplemental provisions that may
20 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of
21 the Court and/or Mr. Serratore to resolve such disagreement. The persons signing this Stipulation
22 on behalf of Defendant represent and warrant that they are authorized to sign this Stipulation on
23 behalf of Defendant. Plaintiff represents and warrants that she is authorized to sign this Stipulation
24 and that she has not assigned any claim, or part of a claim, covered by this Settlement to a third-
25 party. Plaintiff acknowledges that she has read this Stipulation, that she fully understands her
26 rights, privileges, and duties under the Stipulation, and enters this Stipulation freely and voluntarily.
27 Plaintiff further acknowledges that she has had the opportunity to consult with her attorneys to
28 explain the terms of this Stipulation and the consequences of signing this Stipulation. Additionally,

1 the Parties have cooperated in the drafting and preparation of this Stipulation. Hence, in any
2 construction made of this Stipulation, the same shall not be construed against any of the Parties.

3 57. Fees and Costs. The Parties shall each bear their own costs, attorneys' fees,
4 mediator fees, and other fees incurred in connection with this Stipulation and in connection with
5 the Action and Plaintiff's claims, except as otherwise set forth specifically herein.

6 58. Weekends and Holidays. If any deadline to perform any act required by this
7 Stipulation falls on a weekend or holiday, the deadline shall be extended to the next business day.

8 59. Binding on Successors and Assigns. This Stipulation shall be binding upon, and
9 inure to the benefit of, the successors and assigns of the Parties.

10 60. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall
11 be governed by and interpreted according to the laws of the State of California, without giving
12 effect to any law that would cause the laws of any jurisdiction other than the State of California to
13 be applied.

14 61. Counterparts. This Stipulation may be executed in one or more counterparts. All
15 executed counterparts and each of them shall be deemed to be one and the same instrument.

16 62. Jurisdiction of the Court. Following entry of the Court Approval Order and
17 Judgment, the Court shall retain jurisdiction with respect to the interpretation, implementation, and
18 enforcement of the terms of this Stipulation and all orders and judgments entered in connection
19 therewith, and the Parties, Plaintiff's Counsel, and Defense Counsel submit to the jurisdiction of
20 the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in
21 this Stipulation and all orders and judgments entered in connection therewith.

22 63. Waiver of Right to Appeal. Provided the Court's final judgment pertaining to the
23 Settlement is consistent with the terms and conditions of this Settlement Agreement, the Parties
24 and their respective counsel waive all rights to appeal from the judgment, including all rights to
25 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for
26 new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of
27 the right to oppose such motions, writs or appeals. If a third party appeals the judgment, the Parties'

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obligations to perform under this Settlement Agreement will be suspended until such time as the appeal is finally resolved and the judgment becomes final.

64. Invalidity of Any Provision. Before declaring any term or provision of this Stipulation invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation as valid and enforceable.

65. Interpretation. In interpreting this Settlement Agreement, a masculine, feminine, or neutral pronoun shall not exclude other genders. The singular shall include the plural and the plural shall include the singular. The term “any” should be understood to include and encompass “all,” and “or” should be understood to encompass “and,” and vice versa.

66. Cooperation in Drafting. The Parties have jointly cooperated in the negotiation, drafting, and preparation of this Settlement Agreement. Hence, this Settlement Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Additionally, Plaintiff and Plaintiff’s Counsel each agree that they have carefully read and fully understand all of the provisions of this Settlement Agreement, which is in both Plaintiff and Plaintiff Counsel’s preferred language and thus no translation is required.

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

68. Publicity. Except as necessary to obtain Court approval, including prior submission to the LWDA, Plaintiff and Plaintiff’s Counsel shall not communicate the terms or the fact of this Settlement Agreement to any third party or parties other than (1) employees or law partners of Plaintiff’s Counsel and/or Plaintiff’s immediate family members; and (2) their respective accountants or lawyers as necessary for tax purposes. Plaintiff and Plaintiff’s Counsel agree not to publicize the Action or this Settlement in any way, such as through press statements, press releases, or internet or social media posts/publications. Plaintiff and Plaintiff’s Counsel further agree to respond to any press inquiries by stating only that the Action has been resolved.

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

70. Stay of Litigation. The Parties agree that upon the execution of this Settlement Agreement, the Action shall be stayed, except to effectuate the terms of the Settlement. The Parties further agree that upon the signing of this Settlement Agreement, and pursuant to CCP section 583.330, the date to bring a case to trial under CCP section 583.310 shall be tolled pending Settlement approval.

Dated: 07/14/2025, 2025


Melissa Alcazar Peña (Jul 14, 2025 12:08 PDT)
Plaintiff Melissa Alcazar Peña

Dated: _____, 2025

Defendant Ferma Corporation

By: _____

Its: _____

Approved as to form and content:

DATED: 7/14, 2025

MATERN LAW GROUP, PC

By:


MATTHEW J. MATERN
DEANNA S. LEIFER
KRISTEN B. DOYAN
Attorneys for Plaintiff MELISSA ALCAZAR
PEÑA, individually and on behalf of all other
aggrieved employees

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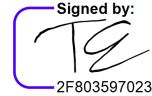
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Dated: _____, 2025

Plaintiff Melissa Alcazar Peña

Dated: 7/14/2025, 2025

Defendant Ferma Corporation

Signed by:

2F8035970239445...

By: Tom Evan

Its: President

Approved as to form and content:

DATED: _____, 2025

MATERN LAW GROUP, PC

By:

MATTHEW J. MATERN
DEANNA S. LEIFER
KRISTEN B. DOYAN
Attorneys for Plaintiff MELISSA ALCAZAR
PEÑA, individually and on behalf of all other
aggrieved employees

1 DATED: July 14, 2025

**SHEPPARD MULLIN RICHTER
& HAMPTON LLP**

2
3 By:



4 JASON W. KEARNAGHAN
5 RACHEL P. HOWARD
6 Attorneys for Defendant FERMA CORPORATION
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