

**PRIVATE ATTORNEYS GENERAL ACT**  
**SETTLEMENT AGREEMENT AND RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (“Agreement” or “Settlement”) is made by and between Plaintiff RICARDO RAMIREZ (“Plaintiff”), individually, and on behalf of all other aggrieved employees (the “Aggrieved Employees” or “PAGA Group” as described below), and as a private attorney general on behalf of the State of California pursuant to Labor Code section 2699, *et seq.*, the California Private Attorneys General Act (“PAGA”) on the one hand, and Defendant INGARDIA BROS. PRODUCE, INC. (“Defendant”), on the other hand. Plaintiff and Defendant are collectively referred to herein as “the Parties.”

This Agreement, and the settlement embodied herein, shall be binding on Plaintiff, the Aggrieved Employees he represents, and Defendant, subject to the approval of the Court.

**1. DEFINITIONS.**

- 1.1. “Action” means Plaintiff Ricardo Ramirez’s PAGA lawsuit alleging wage and hour violations against Defendant Ingardia Bros. Produce, Inc. captioned *Ricardo Ramirez v. Ingardia Bros. Produce, Inc.*, case number 30-2023-01336578-CU-OE-CXC, initiated on July 11, 2023 and pending in Superior Court of the State of California, County of Orange.
- 1.2. “Administrator” means Simpluris, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount of Administrator that will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid in the amount of \$4,000.00.
- 1.4. “Aggrieved Employee” means all non-exempt employees who worked for Defendant in California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Approval Order” means the proposed Court Order Granting Approval of the PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of Orange.
- 1.9. “Defendant” means named Defendant Ingardia Bros. Produce, Inc.

- 1.10. “Defense Counsel” means Boris Sorsher, Ashton M. Riley, and Andrew S. Wellman of Fisher & Phillips, LLP.
- 1.11. “Effective Date” means the date of entry of the order of the court approving this Agreement and the PAGA Settlement.
- 1.12. “Gross Settlement Amount” means \$450,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Approval Order. The Judgment will have res judicata effect as to the Released Claims for all Aggrieved Employees, who will have no right to opt-out of this Settlement.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Representative Enhancement Payment, LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.18. “PAGA Counsel” means Zachary Crosner, Jamie Serb, and Nikki Trenner of Crosner Legal, PC, the attorneys representing the Plaintiff Ricardo Ramirez.
- 1.19. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.20. “PAGA Representative Enhancement Payment” means the payment to the Plaintiff for initiating the Action and providing services in support of the Action.
- 1.21. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.22. “PAGA Period” means the period from May 7, 2022 through April 18, 2024.

- 1.23. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.24. “PAGA Notice” means the Court approved notice of settlement to be mailed to Aggrieved Employees in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.25. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.26. “Plaintiff” means the named Plaintiff Ricardo Ramirez.
- 1.27. “Released PAGA Claims” means the claims being released by Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.28. “Released Parties” means: Defendant and all of their current and former officers, directors, employees and agents.
- 1.29. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

## **2. RECITALS.**

2.1. On July 11, 2023, Plaintiff filed a representative action complaint (“Complaint”) pursuant to the California Private Attorneys General Act (“PAGA”) in the Superior Court of California, Orange County entitled *Ricardo Ramirez v. Ingardia Bros. Produce, Inc.*, Case No. 30-2023-01336578-CU-OE-CXC alleging Defendant violated the PAGA by: (1) failing to pay all wages owed, including minimum wage and overtime due to automatic deduction and time rounding, off-the-clock work, unpaid split shift premium payments, unpaid non-piece rate time, and unpaid onboarding/orientation time; (2) failing to provide legally compliant meal periods and failed to pay meal period premiums; (3) failing to provide legally compliant rest periods and failed to pay rest period premiums; (4) failing to provide paid sick leave altogether, including supplemental paid sick leave, and/or improperly calculated the sick leave accrual and the sick leave rate of pay owed to employees; (5) failing to allow employees to use earned vacation/paid time off and/or failed to pay all vested, accrued paid time off to employees upon separation of employment; (6) unlawfully requiring employees to disclose prior salary information in their employment applications and requiring employees to agree to unlawful financial credit checks and unlawful criminal background checks; (7) failing to reimburse employees for business expenses; (8) failed to provide accurate itemized wage statements; (9) failing to maintain accurate records; and (10) failing to pay all wages due at the time of separation.

2.2. During the pendency of the Action, the Parties conducted significant investigation of the facts and law and engaged in an informal discovery exchange prior to mediation. In response to Plaintiff’s Counsel’s informal discovery requests, Defendant provided Plaintiff’s Counsel with information and documents pertaining to Plaintiff and the Aggrieved Employees, and the claims in the Action, including time punch and payroll data, to provide Plaintiff the opportunity to investigate Plaintiff’s allegations and the PAGA claims.

2.3. On April 18, 2024, the Parties attended a full day mediation with experienced wage-and-hour mediator Marc Feder, Esq. As a result, the Parties agreed to settle Plaintiff's representative PAGA claims, taking into account all known facts and circumstances including the difficulty of proving some of Plaintiff's claims, potential defenses asserted by Defendant, the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues.

2.4. The Parties understand, acknowledge, and agree that this PAGA settlement constitutes a compromise of Plaintiff's PAGA Claims, and that it is the desire and intention of the Parties to effect a final and complete resolution of the Representative PAGA Claims that Plaintiff and the Aggrieved Employees have or may have against Defendant and the Released Parties. The Parties further acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission by Defendant or the Released Parties of any wrongdoing or liability. Specifically, Defendant and the Released Parties deny any liability or wrongdoing of any kind associated with the claims alleged in the Action and the PAGA Notice. Defendant and the Released Parties, among other things, contend that they have complied at all times with the California Labor Code and all applicable California laws.

2.5. The Parties: (1) believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the PAGA Claims, (2) have investigated the facts relevant to this settlement and this Agreement, and all matters pertaining thereto, and (3) have arrived at the settlement through extensive, arms-length negotiations, taking into account all relevant factors, present and potential.

2.6. The Parties recognize that in accordance with Labor Code section 2699(l), Court approval is required in the event of a settlement of a PAGA action on a representative basis. However, as explained in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore need not obtain approval of the PAGA settlement through a motion for preliminary or final approval. *See also Mendoza v. Nordstrom, Inc.*, 2 Cal. 5th 1074 (2017) ("PAGA authorizes a representative action without the need for class certification"); *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1123 (9th Cir. 2014) ("a PAGA suit is fundamentally different than a class action" in that PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA action); *Williams v. Sup. Ct.*, 3 Cal. 5th 531, 546-47 (2017) ("PAGA does not make other potentially aggrieved employees parties or clients of plaintiff's counsel, does not impose on a plaintiff or counsel any express fiduciary obligations, and does not subject a plaintiff or counsel to scrutiny with respect to the ability to represent a large class").

2.7. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### **3. MONETARY TERMS**

3.1. **Gross Settlement Amount.** Defendant agrees to pay, in accordance with the terms set forth herein, the total sum of Four Hundred, Fifty Thousand Dollars (\$450,000.00) as the non-reversionary gross settlement amount (the "Gross Settlement Amount") in full settlement of the Action. The Gross Settlement Amount, represents the total amount payable under this Settlement by Defendant (subject to the Escalator Clause described below). The Administrator will disburse

the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant or any of the Released Entities.

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

3.2.1. **To PAGA Counsel.** PAGA Counsel's attorneys' fees and costs request of up one-third of the Gross Settlement Amount or One Hundred and Fifty Thousand Dollars and Zero Cents (\$150,000.00) ("PAGA Counsel's Fees") and PAGA Counsel's separate request for reasonable litigation costs incurred in this matter ("PAGA Counsel's Costs") not to exceed Twenty Thousand Dollars (\$20,000.00). Defendants will not oppose these requests. To the extent that the Court approves less than the amount of attorney's fees and costs that PAGA Counsel requests, any reduced amount will revert to the PAGA Fund.3.2.2. **To the Administrator.** Administration costs are estimated not to exceed Four Thousand Dollars (\$4,000.00) to be paid to the Settlement Administrator ("Administration Costs"), except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than Four Thousand Dollars (\$4,000.00), the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. **To the Plaintiff.** PAGA Representative Enhancement Payment to the Plaintiff of not more than \$10,000 in addition to any Individual PAGA Payment the Plaintiff is entitled to receive as an Aggrieved Employee. Defendant will not oppose Plaintiff's requests for a PAGA Representative Enhancement Payment that does not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for approval of the PAGA settlement that includes a request for approval of the PAGA Representative Enhancement Payment in the Action. If the Court approves a PAGA Representative Enhancement Award less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4. **To the LWDA and Aggrieved Employees.** PAGA Penalties to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.

3.2.4.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

4.2. **Aggrieved Employee Data.** Within 14 calendar days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. **Funding of Gross Settlement Amount.** Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 calendar days after the Effective Date.

4.4. **Payments from the Gross Settlement Amount.** Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Representative Enhancement Payments, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by

such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. Aggrieved Employees to whom Individual PAGA Payment checks are resent after having been returned undeliverable to the Settlement Administrator shall have an additional fourteen (14) calendar days beyond the one hundred and eighty (180) day check expiration date set forth in Paragraph 4.4.1.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

**5. RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiffs will release claims against all Released Entities as follows:

5.1. **Plaintiff's Release.** Plaintiff and his respective former and present spouse, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Entities from any and all actions, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, suits, debts, demands, and benefits (including attorneys' fees and costs), of whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, of any kind or nature whatsoever, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof, including but not limited to any claims or causes of action arising out of or in any way relating to Plaintiff's employment or which have been or could have been made in the Action. These claims include, but are not limited to, claims arising under or for violation of any local, state, federal, or other governmental statute, regulation or ordinance, as amended, or any public policy expressed in any such statute, regulation, or ordinance, including, without limitation, the following: Title VII of the Civil Rights Act of 1964 as amended (race, color, religion, sex (including pregnancy and sexual harassment), and national origin discrimination); 42 U.S.C. §1981 (discrimination in the making and enforcement of contracts, the Federal and California Equal Pay Acts (29 U.S.C. §206(d)(1)); the Fair Labor Standards Act and California Labor Code; the California Fair Employment and Housing Act (*California Govt. Code §12940 et seq.*); the Civil Rights Act of 1991; the Americans with Disabilities Act; the Family Medical Leave Act; the California Family Rights Act; the False Claims Act, California Business & Professions Code § 17200 *et seq.*; the Employee Retirement Income Security Act of 1974 (29 U.S.C. § 1001 *et seq.*) ("ERISA") to the extent permitted by law. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, the facts or law that he now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiff's Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2. **Release by Aggrieved Employees:** All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Entities from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and Plaintiff's respective PAGA Notice including (1) failing to pay all wages owed, including minimum wage and overtime due to automatic deduction and time rounding, off-the-clock work, unpaid split shift premium payments, unpaid non-piece rate time, and unpaid onboarding/orientation time; (2) failing to provide legally compliant meal periods and failed to pay meal period premiums; (3) failing to provide legally compliant rest periods and failed to pay rest period premiums; (4) failing to provide paid sick leave altogether, including supplemental paid sick leave, and/or improperly calculated the sick leave accrual and the sick leave rate of pay owed to employees; (5) failing to allow employees to use earned vacation/paid time off and/or failed to pay all vested, accrued paid time off to employees upon separation of employment; (6) unlawfully requiring employees to disclose prior salary information in their employment applications and requiring employees to agree to unlawful financial credit checks and unlawful criminal background checks; (7) failing to reimburse employees for business expenses; (8) failed to provide accurate itemized wage statements; (9) failing to maintain accurate records; and (10) failing to pay all wages due at the time of separation. Aggrieved Employees shall release the PAGA Released Claims for the entire PAGA Period with respect to all pay periods in which they were employed or jointly employed by one or more of the Released Entities.

5.3. **No Right to Opt-Out.** The Parties agree that there is no statutory right for any Aggrieved Employee to object, opt out or otherwise exclude themselves from the Settlement.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1. **Plaintiff's Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; and (iii) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2. **Responsibilities of PAGA Counsel.** PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 60 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.3. **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA

Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

6.4. **Notice to LWDA.** Pursuant to California Labor Code § 2699(k)(2), the Parties shall submit to the LWDA a copy of this Agreement at the same time that the Parties submit it to the Court for approval.

## **7. SETTLEMENT ADMINISTRATION.**

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

7.2. **Employer Identification Number.** The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

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

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

**8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.** The Gross Settlement Amount was calculated based on the estimate that the Aggrieved Employees worked a total of 18,885 pay periods during the PAGA Period. If the total number of pay periods worked during the PAGA Period is 10% higher than 18,885 (i.e., 20,773 pay periods), then Defendant shall have the option to either: (1) shorten the PAGA Period so that the PAGA Period ends on the date that the pay period count totals 20,773; or (2) supplement the Gross Settlement Amount by an amount equal to the number of pay periods worked in excess of 20,773 pay periods multiplied by the per pay period value, as set forth in paragraph 3, above.

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

9.1. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA

Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

## **10. ADDITIONAL PROVISIONS.**

10.1. **No Admission of Liability or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

10.3. **Attorney Authorization.** PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4. **Cooperation.** The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

10.6. **No Tax Advice.** Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7. **Modification of Agreement.** This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approval by the Court.

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

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

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

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

10.12. **Use and Return of Aggrieved Employee Data.** Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13. **Nondisclosure and Nonpublication.** PAGA Counsel shall not publicize the settlement on their website or in advertising/marketing materials. Plaintiffs and PAGA Counsel agree that they will not issue any press release or initiate any contact with the media about the fact, amount, or terms of the Settlement. If Plaintiffs or PAGA Counsel receive an inquiry about the Settlement from the media, they may respond only after the motion for approval of the Settlement is filed and only by confirming the accurate terms of the Settlement. Nothing in this paragraph shall prevent PAGA Counsel from referring to this case in a declaration establishing qualification as class or PAGA counsel in future cases, and nothing in this paragraph shall prevent Defendants from making any disclosure required by law.

10.14. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.15. **Notice.** All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Zachary M. Crosner (SBN 272295)

zach@crosnerlegal.com

Jamie Serb (SBN 289601)

jamie@crosnerlegal.com

Nikki Trenner (SBN 316007)

nikki@crosnerlegal.com

**CROSNER LEGAL, PC**

9440 Santa Monica Blvd., Suite 301

Beverly Hills, CA 90210

Tel: (866) 276-7637

Fax: (310) 510-6429

To Defendant:

Boris Sorsher (SBN 251718)

bsorsher@fisherphillips.com

Ashton M. Riley (SBN 310528)

ariley@fisherphillips.com

Andrew S. Wellman (SBN 318470)

awellman@fisherphillips.com

**FISHER & PHILLIPS LLP**

2050 Main Street, Suite 1000

Irvine, California 92614

10.16. **Interim Stay of Proceedings.** The Parties agree to refrain from further litigation of this matter, except such proceedings necessary to implement and obtain Final Judgment.

10.17 **Invalid without Court Approval.** In the event this Agreement is not approved by the Court, it shall be deemed null and void, of no force and effect, and of no probative or evidentiary value, and the Parties hereto represent, warrant, and covenant that it will not be used or referred to for any purpose whatsoever. In the event that the Agreement does not become final for any reason, this Agreement shall be null and void and any order entered by the Court in furtherance thereof shall be treated as void ab initio. In such a case, the Parties shall return to the status quo as if they had not entered into this Agreement. The Settlement Administrator will be paid by Defendants for its costs through the date it is notified that the Settlement will not proceed.

10.17. **Covenants and Representations.** Plaintiff represents and warrants he has not assigned or transferred or purported to assign or transfer, to any person or entity, any claim, right, liability, demand, obligation, expense, action, or causes, or portion thereof, or interest therein, which is or may be subject to this Settlement. Plaintiff acknowledges he has read this Settlement, fully understands his rights, privileges, and duties under the Settlement, and enters into this Settlement

freely and voluntarily, and without duress. Plaintiff further acknowledges he had the opportunity to consult with his attorney to explain the terms of this Settlement and the consequences of signing this Settlement.

10.18. **Termination of Settlement.** If the Court does not approve the Settlement or does not enter judgment as provided for in this Settlement or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or, except as otherwise set forth herein, if one or more of the terms of the Settlement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement, in which case the Settlement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement.

10.19. **Severability.** If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provisions or application, and to this end, the provisions of this Agreement are declared to be severable. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable Released Party.

10.20. **No Construction Against the Drafter.** Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter.

10.21. **Choice of Law.** This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

10.22. **Counterparts.** This Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

10.23. **Cooperation.** Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

10.24. **Electronic Signature.** Each Party specifically agrees that an electronic signature shall have the same force and effect as a signed original of the Agreement, and that the Parties may use DocuSign, an electronic signature technology, to expedite the execution of this Agreement pursuant to California Civil Code Section 1633.7.

Dated: 07 / 16 / 2024



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Plaintiff RICARDO RAMIREZ

Dated: \_\_\_\_

\_\_\_\_\_  
Defendant INGARDIA BROS. PRODUCE,  
INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

**APPROVED AS TO FORM AND CONTENT:**

Dated: July 16, 2024

**CROSNER LEGAL, PC**

By: *Nikki Trenner*

Jamie Serb

Gwendolyn "Nikki" Trenner

Attorneys for Plaintiff CROSNER LEGAL, PC  
and Aggrieved Employees

Dated: \_\_\_\_

**FISHER AND PHILLIPS, LLP**

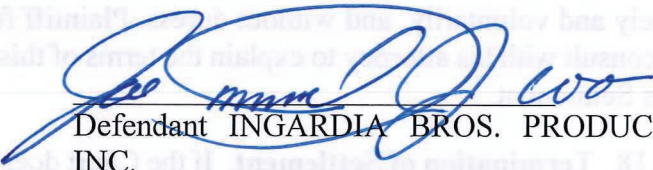
By: \_\_\_\_\_

Boris Sorsher

Ashton M. Riley

Attorneys for Defendant INGARDIA BROS.  
PRODUCE, INC.

Dated: JUN 27 2024

  
Defendant INGARDIA BROS. PRODUCE,  
INC.

By: Joe Ingardia Jr., COO

Its: COO

**APPROVED AS TO FORM AND CONTENT:**

Dated: \_\_\_\_\_

**CROSNER LEGAL, PC**

By: \_\_\_\_\_

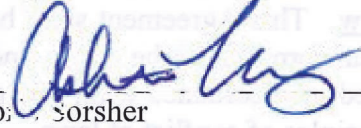
Jamie Serb

Gwendolyn "Nikki" Trenner

Attorneys for Plaintiff CROSNER LEGAL, PC  
and Aggrieved Employees

Dated: June 27, 2024

**FISHER AND PHILLIPS, LLP**

By:  \_\_\_\_\_

Esq. Sorsher

Ashton M. Riley

Attorneys for Defendant INGARDIA BROS.  
PRODUCE, INC.

# EXHIBIT “A”

**NOTICE OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND RELEASE  
OF CLAIMS**

*Ricardo Ramirez v. Ingardia Bros. Produce, Inc.*  
Superior Court of the State of California for the County of Orange  
Case No. 30-2023-01336578-CU-OE-CXC

[INSERT DATE OF MAILING]

[INSERT FIRST & LAST NAME]  
[INSERT ADDRESS – LINE 1]  
[INSERT ADDRESS – LINE 2]

Dear [INSERT FIRST & LAST NAME],

Pursuant to the Order of Honorable Lon Hurwitz of the Superior Court of the State of California for the County of Orange dated [INSERT DATE OF SETTLEMENT APPROVAL], enclosed is your payment from the settlement of the California Private Attorneys General Act of 2004 (“PAGA”) claims in the lawsuit entitled *Ricardo Ramirez v. Ingardia Bros. Produce, Inc.*, Superior Court of the State of California for the County of Orange, Case No. 30-2023-01336578-CU-OE-CXC (the “Action”).

The Action alleges a single claim for civil penalties under the Private Attorneys General Act (“PAGA”) against Defendant Ingardia Bros. Produce, Inc. (“Defendant”), for alleged (1) failing to pay all wages owed, including minimum wage and overtime due to automatic deduction and time rounding, off-the-clock work, unpaid split shift premium payments, unpaid non-piece rate time, and unpaid onboarding/orientation time; (2) failing to provide legally compliant meal periods and failed to pay meal period premiums; (3) failing to provide legally compliant rest periods and failed to pay rest period premiums; (4) failing to provide paid sick leave altogether, including supplemental paid sick leave, and/or improperly calculated the sick leave accrual and the sick leave rate of pay owed to employees; (5) failing to allow employees to use earned vacation/paid time off and/or failed to pay all vested, accrued paid time off to employees upon separation of employment; (6) unlawfully requiring employees to disclose prior salary information in their employment applications and requiring employees to agree to unlawful financial credit checks and unlawful criminal background checks; (7) failing to reimburse employees for business expenses; (8) failed to provide accurate itemized wage statements; (9) failing to maintain accurate records; and (10) failing to pay all wages due at the time of separation.

Plaintiff seeks civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and all current and former non-exempt employees who worked for Defendant in California during the PAGA Period from May 7, 2022 through April 18, 2024 (“Aggrieved Employees”). You have been identified as an eligible Aggrieved Employee in this time period.

Defendant denies Plaintiff’s claims in their entirety and believes that its wage and hour policies and practices fully comply with California law. However, in an effort to avoid the expense and business disruption associated with protracted litigation, Defendant agreed to resolve the Action. The Court has not made any determination about Plaintiff’s allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims.

Honorable Lon Hurwitz of the Superior Court of the State of California for the County of Orange approved the settlement on [INSERT DATE OF SETTLEMENT APPROVAL]. Pursuant to the PAGA, 75% of PAGA penalties are paid to the State of California, and the remaining 25% of the PAGA penalties are paid directly to the Aggrieved Employees who worked during the PAGA Period from May 7, 2022 through April 18, 2024. Each Individual PAGA Payment was calculated

on a pro rata basis (i.e., proportional) based on the number of pay periods worked by each Aggrieved Employee. To determine an Aggrieved Employee's pro rata share of the Settlement, the settlement administrator will divide the amount of the Aggrieved Employees' 25% share of the PAGA Penalty Allocation by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period and multiply the resulting amount by the number of pay periods worked by that Aggrieved Employee. You worked [INSERT PAY PERIODS WORKED] pay periods during the PAGA Period from May 7, 2022 through April 18, 2024 ("PAGA Period").

The enclosed check is your Individual PAGA Payment. Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the California State Controller's Unclaimed Property Fund in the name of the Aggrieved Employee whose checks were not delivered or cashed. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You will be bound by the Released PAGA Claims provision of the settlement even if you do not cash your check and may not opt out or object to the settlement.

You will receive an IRS 1099 Form for the check for this payment amount. You should seek the advice of a tax professional for any tax issues or questions related to this payment. Defendant will not retaliate against, or take any other negative action against, any employee who cashes the settlement check.

In exchange for the Individual PAGA Payments, Plaintiff and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, all of their current and former officers, directors, employees and agents. (the "Released Parties") from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and Plaintiff's respective PAGA Notice including (1) failing to pay all wages owed, including minimum wage and overtime due to automatic deduction and time rounding, off-the-clock work, unpaid split shift premium payments, unpaid non-piece rate time, and unpaid onboarding/orientation time; (2) failing to provide legally compliant meal periods and failed to pay meal period premiums; (3) failing to provide legally compliant rest periods and failed to pay rest period premiums; (4) failing to provide paid sick leave altogether, including supplemental paid sick leave, and/or improperly calculated the sick leave accrual and the sick leave rate of pay owed to employees; (5) failing to allow employees to use earned vacation/paid time off and/or failed to pay all vested, accrued paid time off to employees upon separation of employment; (6) unlawfully requiring employees to disclose prior salary information in their employment applications and requiring employees to agree to unlawful financial credit checks and unlawful criminal background checks; (7) failing to reimburse employees for business expenses; (8) failed to provide accurate itemized wage statements; (9) failing to maintain accurate records; and (10) failing to pay all wages due at the time of separation. Aggrieved Employees shall release the PAGA Released Claims for the entire PAGA Period with respect to all pay periods in which they were employed or jointly employed by one or more of the Released Entities.

The pleadings and other records in this litigation, including the Settlement Agreement, may be examined online for a fee through the Superior Court of the State of California for the County of Orange Court Docket website, <https://www.occourts.org/online-services/case-access/civil-case-access>. You may also contact [INSERT NAME OF ADMINISTRATOR] toll free at [INSERT ADMINISTRATOR PHONE NUMBER]

**PLEASE DO NOT CONTACT THE COURT OR THE JUDGE WITH ANY QUESTIONS ABOUT THE ACTION OR THE SETTLEMENT.**