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8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF NEVADA**

11 ZACHARIAH SALSURY, individually and
12 on behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15 HANSEN BROS. ENTERPRISES, a California
16 corporation; and Does 1 through 20, inclusive,

17 Defendants.
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Case No.: CU0001116

**JOINT STIPULATION OF PAGA
SETTLEMENT**

Action Filed: December 4, 2023

Jury Trial Date: None Set

1 **JOINT STIPULATION OF SETTLEMENT AND RELEASE**

2 This Joint Stipulation of Settlement and Release (hereinafter "Stipulation of Settlement") is made
3 and entered into by and between Plaintiff ZACHARIAH SALSURY ("Plaintiff" or "PAGA
4 Representative") individually and on behalf of the State of California and all other allegedly similarly
5 aggrieved employees ("PAGA Members"), on the one hand, and Defendant HANSEN BROS.
6 ENTERPRISES ("HANSEN BROS.") on the other.

7 This Stipulation of Settlement shall be binding on Plaintiff, the State of California, and those
8 persons Plaintiff represents as PAGA Members as provided herein, and on HANSEN BROS.
9 ENTERPRISES and its present and former parents, affiliated or related companies, shareholders, officers,
10 directors, employees, agents, attorneys, insurers, successors, and assigns, and any individual or entity
11 which could be jointly liable with HANSEN BROS., and its respective counsel, subject to the terms and
12 conditions hereof and the Court's approval.

13 THE PARTIES STIPULATE AND AGREE as follows:

14 **I. DEFINITIONS**

15 Unless otherwise defined in this Stipulation of Settlement, the following terms used in this
16 Stipulation of Settlement shall have the meanings ascribed to them as set forth below:

17 a. "Action" means the civil action titled *ZACHARIAH SALSURY v. HANSON BROS.*
18 *ENTERPRISES, et al.*, filed in the Superior Court of the State of California, County of Nevada, Case No.
19 CU0001116.

20 b. "Agreement," "Stipulation of Settlement," "Settlement," or "Settlement Agreement"
21 means this Stipulation of Settlement.

22 c. "Complaint" means the operative Complaint filed in the Action.

23 d. "Court" means the Superior Court for the State of California, County of Nevada.

24 e. "Covered Period" means the period of time from September 18, 2022, through the date of
25 approval of the PAGA Settlement.

26 f. "Defendant" and "HANSEN BROS." means HANSEN BROS. ENTERPRISES.

27 g. "Effective Date" shall mean the date the Court has granted approval of the PAGA
28 Settlement and issued its order granting same.

1 h. "Gross Settlement Amount" means the total amount to be paid by HANSEN BROS. as
2 provided by this Stipulation of Settlement.

3 i. "Order" means the Order Granting Approval of Settlement. The Parties will submit a
4 proposed Order with the Motion to Approve this Stipulation of Settlement for consideration by the Court.

5 j. "PAGA" means California's Labor Code Private Attorneys General Act of 2004, Cal. Lab.
6 Code § 2698, *et seq.*

7 k. "Parties" means Plaintiff, ZACHARIAH SALSBUURY and HANSEN BROS., collectively
8 and "Party" shall mean either Plaintiff or Defendant, individually.

9 l. "LWDA" means the California Labor and Workforce Development Agency.

10 m. "LWDA Payment" means the portion of the payment from the Net Settlement Amount to
11 be paid to the LWDA under the Stipulation of Settlement.

12 n. "Net Settlement Amount" means the amount from the Gross Settlement Amount that is
13 available for distribution for the LWDA Payment and for Settlement Shares to the PAGA Members after
14 deducting: (1) Plaintiff's Counsel's attorney's fees (not to exceed 35%) and costs (not to exceed \$5,500)
15 (the final amount of which is subject to Court approval); and (2) Enhancement Payments to the
16 representative Plaintiff (not to exceed \$5,000); and (3) the Settlement Administrator's fees and expenses
17 (not to exceed \$4,000). The Net Settlement Amount will be distributed to the LWDA and PAGA Members
18 in payment of PAGA penalties.

19 o. "PAGA Members or Aggrieved Employees" means non-exempt individuals who worked
20 in California for HANSEN BROS. at any point during the Covered Period.

21 p. "Aggrieved Employee List" means the spreadsheet containing the list of Aggrieved
22 Employees that Defendant will, in good faith compile from their human resources records and provide
23 only to the Settlement Administrator in a secure manner on a confidential basis. The Aggrieved Employee
24 List shall include Aggrieved Employees' full names, social security numbers, last known mailing
25 addresses to the extent available in Defendant's electronic business records, and their dates of employment
26 and/or pay periods worked as an Aggrieved Employee during the Covered Period.

27 q. "Plaintiff" means ZACHARIAH SALSBUURY.
28

1 r. "Plaintiff's Counsel" and "PAGA Counsel" means the law firm of Castle Law: California
2 Employment Counsel, P.C.

3 s. "Released Parties" means Defendant and any of its present and former parents, subsidiaries
4 and affiliated companies or entities, and their respective owners, officers, directors, employees, partners,
5 shareholders and agents, as well as any other successors, assigns and legal representatives and their related
6 persons and entities.

7 t. "Settlement Administrator" means ILYM Group, Inc.

8 u. "Settlement Share" means the portion of the Net Settlement Amount allocable to each
9 PAGA Member as provided by this Stipulation of Settlement.

10 **II. FACTUAL BACKGROUND**

11 A. Plaintiff was employed by HANSEN BROS. as a laborer from approximately January 15,
12 2022, to July 11, 2023.

13 B. On September 18, 2023, Plaintiff Zachariah Salsbury filed a PAGA letter with the LWDA
14 alleging: (1) Failure to Pay Minimum Wage; (2) Failure to Pay Overtime Wages; (3) Failure to Keep
15 Accurate Time Records; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Periods; (6)
16 Violation of Labor Code § § 245 *et seq.*; (7) Failure to Provide Accurate Wage Statements; (8) Failure to
17 Pay Final Wages; and (9) Failure to Pay Reimbursements for Expenses. The LWDA did not indicate an
18 intention to investigate the allegations on its own within the applicable statutory time period.

19 C. On December 4, 2023, Plaintiff Zachariah Salsbury filed this Action against Defendant
20 seeking to recover civil penalties under PAGA on behalf of himself, other aggrieved employees, and the
21 State of California.

22 D. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the
23 claims and allegations alleged in Plaintiff's Complaint and LWDA Notice Letter. Defendant further
24 denies that, for any purpose other than settling this Action, these claims are appropriate for PAGA
25 representative treatment, and contend, among other things, that it has complied with all applicable state,
26 federal, and local laws regarding the payment of wages, accurate wage statements, and meal and rest
27 period provisions.

28 E. Through arms-length, serious negotiations conducted with a qualified neutral third-party

1 mediator, Russ Wunderli, the Parties reached a settlement of all PAGA claims brought in the Action
2 (“Settlement”). On October 23, 2024, Plaintiff and Defendant conducted an all-day mediation session
3 with the neutral mediator after the exchange of information to allow the parties to evaluate the merits of
4 Plaintiff’s claims and the merits of Defendant’s defenses to those claims. The negotiation between the
5 parties was adversarial and contentious, while remaining professional. These negotiations allowed the
6 parties to reach a final resolution as to Plaintiff’s claims under the Private Attorneys General Act of 2003
7 (the “PAGA”), which will be submitted to the LWDA, and to the above captioned Court for approval,
8 pursuant to Labor Code section 2699(1)(2). The Parties now enter this detailed, formalized settlement
9 agreement with respect to the Complaint, subject to the Court’s approval of the Settlement.

10 F. It is the desire of the Parties to settle, compromise, and discharge all disputes and claims
11 that were alleged in Plaintiff’s Complaint and LWDA Notice Letter in this case fully, finally, and forever.
12 To achieve a full and complete release of Defendant, Plaintiff, and PAGA Counsel acknowledge that this
13 Stipulation of Settlement is intended to include in its effect all claims alleged, in the LWDA Notice Letters
14 and the Action, and all Released Claims against all Released Parties (as defined herein) as of the date of
15 the Court’s approval of this Settlement.

16 G. It is the intention of the Parties that this Stipulation of Settlement shall constitute a full and
17 complete settlement and release of all PAGA claims alleged in the Complaint and the LWDA Notice
18 Letters brought against Defendant, which release includes in its effect Defendant and all other present and
19 former owners, parents, affiliated or related companies, shareholders, officers, directors, employees,
20 agents, attorneys, insurers, and successors and assigns of Defendant, and any individual or entity which
21 could be jointly liable with Defendant.

22 H. PAGA Counsel has conducted a thorough investigation into the facts of this representative
23 case, including an extensive review of relevant documents and data, and has diligently investigated PAGA
24 Members’ claims against Defendant. Based on their own independent investigation and evaluation,
25 PAGA Counsel are of the opinion that the Settlement with HANSEN BROS. for the consideration and on
26 the terms set forth in this Stipulation of Settlement is fair, reasonable, and adequate, and is in the best
27 interest of Plaintiff, the State of California, and PAGA Members in light of all known facts and
28 circumstances, including the risk of significant delay, HANSEN BROS.’s ability to pay, the numerous

1 defenses asserted by Defendant, and various potential appellate issues.

2 I. The Parties agree to cooperate and take all steps necessary and appropriate to consummate
3 this Settlement and to effectuate a judgment. In the event that: (i) the Court does not approve the
4 Settlement as provided herein; or (ii) the Effective Date does not occur for any other reason apart from
5 the Court's refusal to approve, then this Settlement Agreement—and any documents generated to bring it
6 into effect—will be null and void, and the Parties will be returned to their respective positions.

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

9 **III. SETTLEMENT TERMS AND CONDITIONS**

10 A. Stipulation of Dismissal for Settlement. Subject to the terms of this Stipulation of
11 Settlement, Plaintiff will stipulate to the dismissal of this Action with prejudice.

12 B. Representation Regarding PAGA Members. HANSEN BROS. represents that the PAGA
13 Members consist of approximately 114 individuals, which HANSEN BROS. represents are all of
14 HANSEN BROS.'s hourly employees from September 18, 2022 to the present.

15 C. Gross Settlement Amount. This Settlement provides for mailing of an explanatory notice
16 (as set forth in **Exhibit A** below) and payment of Settlement Shares to all PAGA Members according to
17 a specified formula as provided herein. The Gross Settlement Amount under the Settlement, including all
18 attorneys' fees and costs, settlement administration costs, interest, PAGA penalties and any other
19 payments provided by this Settlement is \$216,425.00. It is understood and agreed that HANSEN BROS.'s
20 gross total liability under this Settlement shall not exceed \$216,425.00. It is further understood and agreed
21 that HANSEN BROS. shall have no obligation to pay any person, entity, or organization more than its
22 gross total liability under this Settlement as set forth above, which includes the total amount of: (1) the
23 Settlement Shares to the PAGA Members; (2) Enhancement Payment to the representative Plaintiff, not
24 to exceed \$5,000; (3) the attorneys' fees and costs approved by the Court; (4) the actual fees and expenses
25 of the Settlement Administrator; and (5) payment to the State of California pursuant to PAGA.

26 Any amount of the Gross Settlement Amount not required to pay administration costs, attorneys'
27 fees and costs, Plaintiff's enhancement payments, and any other payments provided by this Settlement,
28 shall be included in the Net Settlement Amount. The Settlement Share to PAGA Members will be

1 calculated by the Settlement Administrator based on HANSEN BROS.'s records and paid out of the Net
2 Settlement Amount as detailed in section (1) below. The Gross Settlement Amount shall be paid by
3 HANSEN BROS. to the Settlement Administrator within thirty (30) calendar days after the Effective Date.

4 1. California Private Attorneys' General Act Allocation: Seventy-five Percent (75%) of
5 the Net Settlement Amount will be paid to the State of California LWDA pursuant to
6 the California Private Attorneys General Act and the remaining 25% is paid as
7 Settlement Shares to the PAGA Members, all within forty-five (45) calendar days after
8 the Effective Date. The Settlement Shares will be calculated by the Settlement
9 Administrator based on HANSEN BROS.'s records and paid out of the Net Settlement
10 Amount as detailed in section (2) below.

11 2. Settlement Shares: The Settlement Administrator shall first determine for each PAGA
12 Member the pay periods he or she actively worked for HANSEN BROS. during the
13 PAGA Period. The Settlement Administrator shall divide the amount of the Net
14 Settlement Amount by the sum of all PAGA Members' pay periods worked to calculate
15 an "Estimated Amount Per Pay Period." For each PAGA Member, the Settlement
16 Administrator shall then multiply the Estimated Amount Per Pay Period by the PAGA
17 Member's pay periods worked in the Settlement Period to determine each individual
18 Settlement Share. The Settlement Share process is discussed further below.

19 3. Allocation and Taxability of Settlement Shares: The individual Settlement Shares
20 payable to PAGA Members shall be allocated entirely to alleged penalties, for which
21 IRS Forms 1099 MISC will be issued to the PAGA Members. Each PAGA Member
22 shall be individually responsible for the employee's share of taxes attributable to
23 receipt of any payments under this Settlement.

24 4. Settlement Shares Do Not Trigger Additional Benefits: All Settlement Shares to
25 PAGA Members shall be deemed to be income to such PAGA Members solely in the
26 year in which such awards actually are received by the PAGA Members. It is expressly
27 understood and agreed that the receipt of such Settlement Shares will not entitle any
28 PAGA Member to additional compensation or benefits under any company bonus,

1 contest, or other compensation or benefit plan or agreement in place during the period
2 covered by the Settlement, nor will it entitle any PAGA Member to any increased
3 retirement, 401(k) benefits or matching benefits, or deferred compensation benefits.
4 No deductions or contributions for 401(k) shall be made from the Settlement Shares.
5 It is the intent of the Parties that the Settlement Shares provided for in this Agreement
6 are the sole payments to be made by HANSEN BROS. to PAGA Members in
7 connection with this Settlement, and that the PAGA Members are not entitled to any
8 new or additional compensation or benefits as a result of having received the Settlement
9 Shares (notwithstanding any contrary language or agreement in any benefit or
10 compensation plan document that might have been in effect during the period covered
11 by this Settlement).

12 5. Attorneys' Fees and Attorneys' Costs: Subject to Court approval, attorneys' fees and
13 costs shall be paid to Plaintiff's Counsel from the Gross Settlement Amount, as set
14 forth below. The Court-approved attorneys' fees and costs will be paid out of a
15 Settlement Administrator-established escrow account to PAGA Counsel within thirty-
16 five (35) days after the Effective Date. Attorneys' fees and costs are discussed further
17 below.

18 6. Enhancement Payments: Subject to Court approval, enhancement payments to Plaintiff
19 shall be paid to Plaintiff from the Gross Settlement Amount, as set forth below. The
20 Court-approved enhancement payment will be paid out of the Settlement
21 Administrator-established escrow account to PAGA Counsel within thirty-five (35)
22 days after the Effective Date.

23 7. Settlement Administrator: The fees of the Settlement Administrator for work done
24 shall be paid from the Gross Settlement Amount. If the Settlement is ineffective for
25 any reason, the Parties shall evenly split the costs of the Settlement Administrator
26 regardless of the outcome of the Settlement. The Settlement Administrator, ILYM
27 Group Inc., has capped the settlement administration fees at \$4,000. The Court-
28 approved Settlement Administrator's expenses will be paid within 35 days after the

Effective Date. The Settlement Administrator is discussed further below.

IV. SETTLEMENT ADMINISTRATION

The Parties will agree to the appointment of ILYM Group, Inc as the Settlement Administrator. However, the Parties shall have the right to select or substitute a different Settlement Administrator by mutual agreement at any time. The Settlement Administrator will send an agreed-upon explanatory notice of the Settlement, attached hereto as **Exhibit A**, along with the Settlement Share to all PAGA Members as discussed herein. The Settlement Administrator will calculate the Settlement Share amounts due to PAGA Members in accordance with this Stipulation of Settlement. The Settlement Administrator shall report, in summary or narrative form, the substance of its findings. Upon receipt of funds from HANSEN BROS. and as provided by the terms of the Settlement, the Settlement Administrator will issue and send out the Settlement Shares to PAGA Members. Tax treatment of the Settlement Shares will be as set forth herein, and in accordance with state and federal tax laws. The Settlement Administrator shall report the payments on a Form 1099 to the federal and state taxing agencies. All disputes relating to the Settlement Administrator's performance of duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Stipulation of Settlement until all payments and obligations contemplated by this Stipulation of Settlement have been fully carried out.

V. ATTORNEYS' FEES AND COSTS

Except as set forth herein, each Party shall bear their own costs and fees of the Actions. In consideration for settling this matter and in exchange for the release of claims by the PAGA Group, and subject to approval or modification by the Court, PAGA Counsel's attorneys' fees shall be subtracted from the Gross Settlement Amount as approved by the Court. Subject to Court approval, PAGA Counsel's attorney's fees shall be an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount, which is \$74,428.75. In addition, and also subject to Court approval, PAGA Counsel shall be reimbursed for their out-of-pocket expenses, in the amount set forth in a declaration to be submitted to the Court concurrently with the motion for approval of this Joint Stipulation of PAGA Settlement and Release, but not to exceed \$5,500.00. Attorneys' fees and costs approved by the Court will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in connection with the approval by the Court of this Joint Stipulation of PAGA Settlement and Release,

1 the administration of the Settlement, and final judgment in this case. The attorneys' fees and costs
2 approved by the Court shall be paid out of the Settlement Administrator's escrow account to PAGA
3 Counsel, Castle Law: California Employment Counsel, PC within thirty-five (35) calendar days after the
4 Effective Date.

5 **VI. ENHANCEMENT PAYMENTS**

6 In consideration for acting as the named PAGA representative, and in exchange for the release of
7 claims, and subject to approval or modification by the Court, PAGA representative Plaintiff's
8 enhancement payments shall be subtracted from the Gross Settlement Amount as approved by the Court.
9 Subject to Court approval, representative Plaintiff's enhancement payments shall be an amount not to
10 exceed \$5,000. The enhancement payment approved by the Court shall be paid out of the Settlement
11 Administrator's escrow account to PAGA Counsel within 35 calendar days after the Effective Date.

12 **VII. SETTLEMENT SHARE ADMINISTRATION**

13 A. Thirty (30) calendar days after the Court has approved this Stipulation of Settlement,
14 HANSEN BROS. shall provide to the Settlement Administrator a spreadsheet, which will list for each
15 PAGA Member the PAGA Member's name, last-known address, social security number, and the number
16 of pay periods worked through that date. This spreadsheet shall be based on HANSEN BROS.'s payroll
17 and other business records. The Settlement Administrator will run a check of the PAGA Members'
18 address against those on file with the U.S. Postal Service's National Change of Address Database. Within
19 forty-five (45) calendar days after the Settlement becomes final and effective as defined above, the
20 Settlement Administrator will mail the Notice accompanying the Settlement Shares to all PAGA
21 Members.

22 B. Prior to the mailing of the Notice and Settlement Shares, the Settlement Administrator will
23 search for updated addresses through the U.S. Postal Service's National Address Database. Notices
24 returned to the Settlement Administrator as non-delivered shall be re-mailed to the forwarding address, if
25 any, on the returned envelope; any returned envelopes with forwarding addresses will be used by the
26 Settlement Administrator to forward the Notice to PAGA Members. If no forwarding address is provided,
27 the Settlement Administrator will perform a computer search for a new address and an additional skip
28 tracing pursuant to its usual and customary procedures.

1 C. All costs associated with the Notices are part of, and included within, the Gross Settlement
2 Amount.

3 **VIII. SETTLEMENT SHARES PROCESS**

4 A. Within ten (10) days after the Effective Date, as defined in this Agreement, the Settlement
5 Administrator will provide HANSEN BROS. with wire transfer information. Within thirty (30) days after
6 the Effective Date, HANSEN BROS. will transfer the Gross Settlement Amount to the Settlement
7 Administrator via wire transfer.

8 B. Within forty-five (45) calendar days after the Effective Date, the Settlement Administrator
9 shall pay the Settlement Share checks from the escrow account, which it will mail to PAGA Members
10 along with the Notice. Settlement Share checks shall remain valid and negotiable for 180 calendar days
11 from the date of issuance and will be cancelled by the Settlement Administrator if not cashed within that
12 time. The checks provided to PAGA Members shall prominently state the checks will expire in 180
13 calendar days, or alternatively, such a statement may be made in the explanatory notice accompanying the
14 check. PAGA Members shall be bound by the Settlement whether or not they cash a Settlement Share
15 Check.

16 C. Any unclaimed funds in the Settlement Administrator's account as a result of a failure to
17 timely cash a settlement check shall be handled by the Settlement Administrator and be issued to the State
18 Controller Fund, Department of Unclaimed Property in the name of the PAGA Member.

19 **IX. RELEASED CLAIMS**

20 Upon approval by the Court of this Stipulation of Settlement, and when all payments and
21 obligations contemplated by this Stipulation of Settlement have been fully carried out, each PAGA
22 Member, including Plaintiff, and the State of California fully release and discharge the Released Parties,
23 from any and all claims, known and unknown, contingent or accrued, debts, liabilities, demands,
24 obligations, guarantees, costs, expenses, attorneys' fees, damages, interest, or civil penalties, arising out
25 of the facts alleged in the Action, the claims asserted by Plaintiff in his LWDA Notice Letter or the
26 Complaint, and any other PAGA claims that were raised or could have been raised in the LWDA Notice
27 Letters, Action, Consolidated Actions, or Complaint ("PAGA Released Claims") for the PAGA Period,
28 with the exception of Plaintiff's individual Fair Employment and Housing Act, Labor Code, and wrongful

1 termination claims which the Parties hereby acknowledge are subject to a separate individual confidential
2 settlement and release agreement. By and through this Settlement each PAGA Member and the State of
3 California forever agrees he or she shall not be entitled to pursue, accept, or recover civil penalties for any
4 PAGA Released Claims against the Released Parties from September 18, 2022, to the Effective Date. The
5 PAGA Released Claims expressly exclude claims for vested benefits, wrongful termination,
6 unemployment insurance, disability, social security, workers compensation, class claims, and PAGA
7 claims outside of the Covered PAGA Period.

8 PAGA Members shall have no right to opt out of this Stipulation of Settlement or object thereto.

9 **X. PARTIES' DUTIES TO OBTAIN COURT APPROVAL OF THE PAGA**
10 **SETTLEMENT**

11 PAGA Counsel shall promptly submit this Stipulation of Settlement to the Court after all
12 signatures being obtained. This Settlement shall remain confidential until filed with the Court. Plaintiff
13 shall apply to the Court via noticed motion for entry of an order approving the PAGA Settlement,
14 consistent with the terms provided herein.

15 **XI. PARTIES' AUTHORITY**

16 The signatories hereto hereby represent that they are fully authorized to enter into this Stipulation
17 of Settlement and bind the Parties hereto to the terms and conditions thereof.

18 **XII. MUTUAL FULL COOPERATION**

19 The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of
20 Settlement, including but not limited to, execution of such documents and taking such other action as
21 reasonably may be necessary to implement the terms of this Stipulation of Settlement.

22 Once the Settlement is final and effective, the Parties agree to seek final dismissal of the Action.
23 Plaintiff agrees to seek dismissal of the PAGA claim and entire lawsuit with prejudice, upon approval of
24 this Joint Stipulation of PAGA Settlement and Release by the Court. The Parties to this Stipulation of
25 Settlement shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement
26 and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this
27 Stipulation of Settlement and the terms set forth herein.

28 As soon as practicable after execution of this Stipulation of Settlement, PAGA Counsel shall, with

1 the assistance and cooperation of HANSEN BROS. and its counsel, take all necessary steps to secure the
2 Court's final approval of this Stipulation of Settlement.

3 **XIII. NO PRIOR ASSIGNMENTS**

4 The Parties and their counsel represent, covenant, and warrant that they have not directly or
5 indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or
6 entity any portion of any liability, claim, demand, action, cause of action or right herein released and
7 discharged except as set forth herein.

8 **XIV. SUBMISSION OF ORDER**

9 Plaintiff shall submit a copy of the order providing for or denying an award of civil penalties to
10 the LWDA within ten (10) calendar days after entry of the dismissal and/or Order, in compliance with
11 Section 2699(l)(3) of the California Labor Code.

12 **XV. WAIVER OF RIGHT TO APPEAL**

13 Provided that the Court's approval of this Settlement is consistent with the material terms of this
14 Stipulation of Settlement, Plaintiff, HANSEN BROS., and their respective counsel hereby waive any and
15 all rights to appeal the final approval of the Settlement, and the Order therefore will become non-
16 appealable at the time it is entered. If, for any reason an appeal is taken, the time for consummating the
17 Settlement (including making payments under the Settlement) will be suspended until such time as the
18 appeal is finally resolved and the Order becomes Final, as defined in this Stipulation of Settlement.

19 **XVI. ATTORNEY AUTHORIZATION**

20 Plaintiff's Counsel, and HANSEN BROS.'s Counsel, warrant and represent that they are
21 authorized by Plaintiff and HANSEN BROS., respectively, to take all appropriate action required or
22 permitted to be taken by such Parties pursuant to this Stipulation of Settlement to effectuate its terms, and
23 to execute any other documents required to effectuate the terms of this Stipulation of Settlement. The
24 Parties and their counsel will cooperate with each other and use their best efforts to affect the
25 implementation of the Settlement. In the event the Parties are unable to reach Stipulation of Settlement
26 on the form or content of any document needed to implement the Stipulation of Settlement, or on any
27 supplemental provisions that may become necessary to effectuate the terms of this Stipulation of
28 Settlement, the Parties will seek the assistance of the Court or mediator, and in all cases all such

1 documents, supplemental provisions and assistance of the court will be consistent with this Stipulation of
2 Settlement.

3 **XVII. NOTICES**

4 All notices, demands or other communications given under this Stipulation of Settlement will be
5 in writing and deemed to have been duly given as of the third business day after mailing by United States
6 mail, addressed as follows:

7
8 ***To Plaintiff and the PAGA Members:***

9 Timothy B. Del Castillo

10 Lisa L. Bradner

11 CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC

12 2999 Douglas Blvd., Suite 180

13 Roseville, CA 95661

14 tdc@castleemploymentlaw.com

15 lb@castleemploymentlaw.com

16
17 ***To Defendant HANSEN BROS. Enterprises:***

18 Derek S. Sachs, Esq.

19 Nathaly P. Martinez, Esq.

20 dsachs@ohaganmeyer.com

21 nmartinez@ohaganmeyer.com

22 O'HAGAN MEYER

23 1201 K Street, Suite 1960

24 Sacramento, CA 95814

25
26 **XVIII. EXECUTION IN COUNTERPART**

27 This Stipulation of Settlement may be executed in one or more counterparts. All executed
28 counterparts and each of them will be deemed to be one and the same instrument provided that counsel
for the Parties will exchange between themselves original signed counterparts. Facsimile or electronic
generated signatures (e.g., DocuSign signatures) will be accepted, which for purposes of this Agreement
shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and
the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and
contents of this Stipulation of Settlement.

XIX. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe that
this Settlement Agreement is a fair, adequate and reasonable settlement of the Actions and have arrived

1 at this Settlement Agreement after arm's – length negotiations by experienced counsel. The Parties further
2 acknowledge that they are each represented by competent counsel and that they have had an opportunity
3 to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement.

4 **XX. Binding Agreement.** The Parties warrant that they understand and have full authority to
5 enter into this Settlement Agreement and further intend that this Settlement Agreement will be fully
6 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any
7 proceedings to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise
8 might apply under federal or state law.

9 **XXI. Stay of Litigation.** The Parties agree that the continuing litigation of the Action shall be
10 stayed and that the time within which to bring this action to trial shall be extended from the date of the
11 signing of this Settlement Agreement by all Parties until the entry of the final approval order, or if not
12 entered, the date this agreement shall no longer be of any force or effect.

13 **XXII. Governing Law.** This Settlement Agreement shall be construed under and governed by the
14 law of the State of California. This Settlement Agreement shall be deemed to have been entered into in
15 Nevada County, California and all questions of validity, interpretation, or performance of any of its terms
16 or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California
17 law. If any legal or equitable action or arbitration is necessary to enforce the terms of this Settlement
18 Agreement, it shall be brought in the State of California, County of Nevada.

19 **XXIII. Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will
20 have continuing jurisdiction pursuant to California Code of Civil Procedure section 664.6, solely for
21 purposes of addressing: (1) the interpretation and enforcement of the terms of the Settlement, (ii)
22 settlement administration matters, and (iii) such post-judgment matters as may be appropriate under court
23 rules or as set forth in this Settlement Agreement.

24
25 *[Signatures on Following Page]*
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Signature: Zachary Salsbury
Zachary Salsbury (October 23, 2024 20:34 PDT)
Email: zachsalsbury@yahoo.com

EXHIBIT A

NOTICE OF PAGA SETTLEMENT

ZACHARIAH SALSBUURY v. *HANSEN BROS. ENTERPRISES*
Superior Court of the State of California for the County of Nevada
Case No. CU0001116

ILYM Group, Inc.
14751 Plaza Dr., Ste. J
Tustin, CA 92780
www.ilymgrouplassaction.com
(888)250-6810

[Name]
[Address]

You are receiving this Notice because of a lawsuit brought on behalf of the State of California by Zachariah Salsbury ("Plaintiff"), against HANSEN BROS. ENTERPRISES ("Defendant"), for civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698 *et seq.* ("PAGA").

Defendant strongly denies these claims and denies that it owes any penalties. To avoid further time and expense in litigation, Defendant and Plaintiff have agreed to settle the case. The settlement resolves and releases all the claims that were asserted in the lawsuit on behalf of all non-exempt employees who worked in California for HANSEN BROS. ENTERPRISES any time during the period from September 18, 2022, to the Effective Date of the PAGA settlement ("PAGA Member").

The lawsuit and Settlement are for PAGA penalties only. This Settlement does not release any individual claims that you might have against HANSEN BROS. ENTERPRISES outside of PAGA.

According to Defendant's records, you are a PAGA Member and are therefore entitled to a share of the settlement. Enclosed with this Notice is your settlement check. **The settlement check shall remain valid for one hundred eighty (180) calendar days.** Checks remaining un-cashed for more than 180 calendar days after issuance will be tendered to the California Department of Unclaimed Property.

If you have questions, contact the Settlement Administrator at the number above.

(Salsbury) PAGA Settlement Agreement Final

Final Audit Report

2024-10-24

Created:	2024-10-24
By:	Daniel Richardson (dr@castleemploymentlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcZ6QDnR-oCC5J5GYzdW6OTkBdlXyke0H

"(Salsbury) PAGA Settlement Agreement Final" History

-  Document created by Daniel Richardson (dr@castleemploymentlaw.com)
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-  Document e-signed by Zachary Salsbury (zachsalsbury@yahoo.com)
Signature Date: 2024-10-24 - 3:34:47 AM GMT - Time Source: server
-  Agreement completed.
2024-10-24 - 3:34:47 AM GMT



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