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SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO

CIVIL UNLIMITED DIVISION

VERONICA BASURTO PIMENTEL, an
individual and on behalf of others similarly
situated,

Plaintiff,

vs.

AGUSTIN MADRIGAL JR., an individual;
and Does 1 through 100, inclusive,

Defendants.

Case No. 24CECG00675

**CLASS ACTION AND PRIVATE
ATTORNEYS GENERAL ACT ("PAGA")
SETTLEMENT AGREEMENT**

Complaint Filed: July 12, 2024
Trial Date: None Set

**CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT ("PAGA")
SETTLEMENT AGREEMENT**

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff VERONICA BASURTO PIMENTEL (“Plaintiff”) on behalf of herself, the putative class, and aggrieved employees, and Defendant AGUSTIN MADRIGAL JR, individually and doing business as El Dorado Farm Labor (collectively “Defendant”). The Agreement refers to Plaintiff VERONICA BASURTO PIMENTEL and AGUSTIN MADRIGAL JR. collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Veronica Basurto Pimentel v. Agustin Madrigal Jr.*, initiated on February 15, 2024, and pending in Fresno County Superior Court, Case No. 24CECG00675.

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 the Administrator 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 submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee” means a person directly employed by Defendant in California and classified as a non-exempt employee who worked during the PAGA Period.

1.5. “Class” means all persons directly employed by Defendant in California and classified as a non-exempt employee who worked during the Class Period.

1.6. “Class Counsel” means Lenden F. Webb and Katherine E. Cervantes of Webb Law Group, APC, and Brooke Nevels and Christopher E. Nichols of Nevels and Nichols, LLP.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel to be paid from the Gross Settlement Amount as reimbursement for reasonable attorneys’ fees and costs, respectively, incurred to prosecute the Action.

1.8. “Class Data” means each Class Member’s name, last-known mailing address, Social

Security number, and number of Class Pay Periods and PAGA Pay Periods.

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member 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 Class Members.

1.11. “Class Notice” means the Court-approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English with a Spanish translation without material variation from the version attached as Exhibit A and incorporated by reference to this agreement.

1.12. “Class Pay Period” means any Pay Period during which a Class Member was employed directly by Defendant during the Class Period and received payment for wages for work performed within the pay period.

1.13. “Class Period” means the period from February 15, 2020, through the date of the Court’s preliminary approval of the settlement or March 7, 2025, whichever occurs first.

1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.

1.15. “Class Representative Service Payment” means the additional amount the Class Representative will be paid out of the Gross Settlement Amount for initiating the Action and providing services in support of the Action.

1.16. “Court” means the Superior Court of California, County of Fresno.

1.17. “Defendant” means Defendant Agustin Madrigal Jr., individually and doing business as El Dorado Farm Labor

1.18. “Defense Counsel” means Mark D. Kruthers and Daniel C. Stein of Fennmore LLP.

1.19. “Effective Date” means the date by when both of the following have occurred: (a) the

Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Members object to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members object to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or, (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.22. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.23. “Gross Settlement Amount” means \$285,000, which is the total amount Defendant agree to pay under the Settlement, subject to Section 8 of this Agreement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator’s Expenses.

1.24. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Class Pay Periods worked by the Participating Class Member.

1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked by the Aggrieved Employee.

1.26. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code §2699, subd. (i), to receive the LWDA PAGA Payment.

1.28. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA

under Labor Code §2699, subd. (i).

1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.30. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.31. “Notice Packet” means the Class Notice (Exhibit A), the Request for Exclusion form (Exhibit B), the Pay Period Dispute form (Exhibit C), and the Objection form (Exhibit D).

1.32. “Operative Complaint” means the First Amended Complaint which was filed by Plaintiff on July 12, 2024.

1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.34. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee was employed directly by Defendant during the PAGA Period and received payment for wages for work performed within the pay period.

1.35. “PAGA Period” means the period from April 23, 2023, through the date the Court grants Preliminary Approval of the Settlement, or March 7, 2025, whichever occurs first.

1.36. “PAGA Notice” means Plaintiff’s April 23, 2024, letters to Defendant and the LWDA providing notice pursuant to Labor Code §2699.3, subd. (a).

1.37. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$3,562.50) and the 75% to LWDA (\$10,687.50) in settlement of PAGA claims.

1.38. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.39. “Plaintiff” means Veronica Basurto Pimentel the named plaintiff in the Action.

1.40. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1 **1.41.** “Preliminary Approval Order” means the proposed Order Granting Preliminary
2 Approval of the Settlement.

3 **1.42.** “Released Class Claims” means the Released Claims being released as described in
4 Section 5.2.1 below.

5 **1.43.** “Released PAGA Claims” means the Released Claims being released as described in
6 Section 5.2.2 below, which arise and/or are assertable under PAGA.

7 **1.44.** “Released Parties” means: Defendant together with Defendant’s present and former
8 parents, subsidiaries, affiliated entities, commonly owned or controlled entities, present and
9 former owners, board members, officers, directors, trustees, shareholders, members, partners,
10 employees, agents, insurers, attorneys, representatives, heirs, executors, administrators,
11 successors and assigns, and any individual or entity to whom liability for claims released by
12 Plaintiff, or the Released Class Claims and Released PAGA Claims, could be assigned
13 pursuant to Labor Code §558.1, or on a joint- employer, alter-ego, or other vicarious liability
14 theory.

15 **1.45.** “Request for Exclusion” means a Class Member’s submission of a written request to be
16 excluded from the Class Settlement signed by the Class Member. A Request for Exclusion
17 form is attached as Exhibit B.

18 **1.46.** “Response Deadline” means 45 days after the Administrator mails Notice to Class
19 Members and Aggrieved Employees (plus an additional 14 days, in the case of Class
20 Members whose Notice Packets are resent by the Administrator after being returned as
21 undeliverable), and shall be the last date on which Class Members may: (a) fax, email, or
22 mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her
23 Objection to the Settlement.

24 **1.47.** “Settlement” means the disposition of the Action effected by this Agreement and the
25 Judgment.

26 **1.48.** “Workweek” or “Pay Period” means any week during which a Class Member worked
27 for Defendant for at least one day, during the class period.
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2. Recitals

2.1. On February 15, 2024 Plaintiff commenced this Action by filing a Complaint alleging various causes of action arising under the California Labor Code and related laws. Plaintiff subsequently filed a first amended complaint on July 12, 2024, that serves as the Operative Complaint. Defendant denies the allegations in the Operative Complaint and any prior pleadings by Plaintiff, deny any failure to comply with the law, and denies any liability for the claims alleged in the Operative Complaint and any prior pleadings by Plaintiff.

2.2. Pursuant to Labor Code §2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On January 7, 2025 the Parties participated in an all-day mediation presided over by neutral Laurie Saldana which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, the number of putative Class Members, the number of Aggrieved Employees, the number of workweeks, the number of pay periods, sample time records, sample payroll records, written policies, and related information. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* 14(2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Court has not granted class certification.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Section 8 below, Defendant promises to pay \$285,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Section 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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 Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$5,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on the Class Representative Service Payment and agrees to hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division, sharing, or taxation of this payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.3%, which is currently estimated to be \$95,000 and a Class Counsel Litigation Expenses Payment of not more than \$10,000.00. Defendant will not oppose requests for these payments provided that do not exceed these amounts and the Class Counsel Litigation Expenses Payment claimed are recoverable under statute. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees

Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Defendant and Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and agrees to hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division, sharing, or taxation of any of these payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to Exceed \$9,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less than \$9,000.00 or the Court approves payment less than \$9,000.00 , the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Class Pay Periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Class Pay Periods.

3.2.5. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion of Individual Class Payments are subject to tax withholding and will be reported on an IRS W-2 Form. 90% of each Participating Class Member's Individual Class Payment will be allocated to

settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portion of Individual Class Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment.

3.2.6. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.7. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$14,250 to be paid from the Gross Settlement Amount, with 75% (\$10,687.50) allocated to the LWDA PAGA Payment and 25% (\$3,562.50) allocated to the Individual PAGA Payments.

3.2.8. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$3,562.50) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.9. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

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4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Size. Based on a review of its records through November 2024, Defendant estimates there are 983 Class Members who collectively worked a total of 6,086 Pay Periods.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify the Administrator if Defendant discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class 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 Class Data. Class Counsel will not be provided with a copy of the Class Data but the Administrator will confirm for the Parties the number of Class Members and the total number of Workweeks/Pay Periods at issue.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 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 Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel

Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members 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. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Notice Packet was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Notice Packet was returned undelivered). The Administrator may send Participating Class Members and Aggrieved Employees a single check combining the Individual Class Payment and the Individual PAGA Payment. 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 a Class Member Address Search for all Class Members 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 Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any

Class Member whose original check was lost or misplaced, as requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or 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 Farmworker Foundation thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure 15 §384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions, bonuses, vacation plans, sick leave plans, PTO plans, regular rate of pay calculations, or other benefit plan) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS SETTLEMENT FUNDING AND PAYMENTS.

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5. 1. Plaintiff’s General Release. Plaintiff, on behalf of herself and on behalf of her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, agrees to release and discharge Defendant and/or Released Parties from all known and unknown claims of whatever type that Plaintiff has or may have against Defendant and/or Released Parties through the date of Plaintiff’s execution of this Agreement, except for claims to enforce this Agreement or claims that Plaintiff cannot release via a general release as a matter of law, including claims for unemployment and workers’ compensation benefits (“Plaintiff’s General Release”).

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5.1.2 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. Plaintiff acknowledges that she may discover facts or law different from, or in addition to, the facts or law that she now knows or believes to be true, which could materially affect her decision to agree to the releases set forth in this Agreement. Nonetheless, Plaintiff voluntarily assumes this risk, and agrees that Plaintiff's General Release shall remain in effect notwithstanding such different or additional discoveries. To this end, Plaintiff expressly waives and relinquishes her rights under California Civil Code §1542 with respect to Plaintiff's General Release, which provides: **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her, would have materially affected his or her settlement with the debtor or Released Party.**

5.2 Release by Participating Class Members and Aggrieved Employees:

5.2.1 Release of Class Claims: As of the Effective Date, all Participating Class Members shall release Defendant and Released Parties of all claims that are not assertable under PAGA and that Plaintiff alleged, or could have alleged, based on the facts pled in the Operative Complaint, and which arose or existed during the Class Period ("Released Class Claims"). Without limiting the foregoing, Released Class Claims shall include:

- i) All claims relating to unpaid wages (including claims for failure to pay minimum wages, straight time wages, overtime and double-time compensation); all claims related to the timeliness of wage payments (whether regular or final wages); all claims relating to the failure to provide compliant meal, rest, and recovery periods; all claims relating to the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims relating to the provision of wage statements; all claims relating to the reimbursement of necessary business expenses; all claims relating to the

deduction of wages; and all claims relating to unfair business practices resulting from any of the foregoing.

ii) All claims arising under California Labor Code §§201, 202, 203, 204, , 226, 226.7, 510, 511, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802;; California Business and Professions Code §§17200-17208; California Civil Code §§3287 and 3289; California Code of Civil Procedure §1021.5; and related claims under the applicable provisions of the Fair Labor Standards Act (29 U.S.C. §§201, et seq.).

iii) All remedies associated with any of the claims described herein, including but not limited to compensatory, consequential, incidental, liquidated, and punitive damages; penalties (whether statutory or civil) restitution; interest; costs; attorneys' fees; injunctive or other equitable relief.

5.2.2 Release of PAGA Claims: As of the Effective Date, all Aggrieved Employees and the LWDA shall release Defendant and Released Parties of all claims that are assertable under PAGA and that Plaintiff alleged, or could have alleged, based on the facts pled in the Operative Complaint or Plaintiff's PAGA Notice, and which arose or existed during the PAGA Period ("Released PAGA Claims"). Without limiting the foregoing, Released PAGA Claims shall include:

i) All claims for civil penalties recoverable under PAGA relating to unpaid wages (including claims for failure to pay minimum wages, straight time wages, overtime and double-time compensation); all claims for civil penalties recoverable under PAGA related to the timeliness of wage payments (whether regular or final wages); all claims for civil penalties recoverable under PAGA relating to the failure to provide compliant meal, rest, and recovery periods; all claims for civil penalties recoverable

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under PAGA relating to the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims for civil penalties recoverable under PAGA relating to the provision of wage statements; all claims for civil penalties recoverable under PAGA relating to the failure to maintain accurate employment records; all claims for civil penalties recoverable under PAGA relating to the reimbursement of necessary business expenses; and all claims for civil penalties recoverable under PAGA relating to the deduction of wages. Without limiting the foregoing, Released PAGA Claims shall include claims for civil penalties under California Labor Code §§203, 210, 225.5, 226, 226.3, 248.5, 558, 1174.5, 1197.1, 8 C.C.R. §11130, Sec. 20, 8 C.C.R. §11140, Sec. 18, and other default civil penalties for the Released PAGA Claims available under California Labor Code §2699.

5.3 Construction. The Parties intend that this release be construed as broadly as possible. The release excludes the release of claims not permitted by law.

5.4 Resolution of Good Faith Dispute. The Parties warrant and represent that the releases for Participating Class Members and Aggrieved Employees resolve, pursuant to Labor Code §§206 and 206.5, and applicable case law (including but not limited to *Chindarah v. Pick Up Stix, Inc.* (2009) 171 Cal.App.4th 796) a good faith dispute regarding any and all wages, if any, owed by Defendant to Participating Class Members / Aggrieved Employees through their last day of employment with Defendant within the Class Period and PAGA Period.

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6. MOTION FOR PRELIMINARY APPROVAL.

6.1. Plaintiff shall prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”). Defendant shall not oppose the motion, to the extent consistent with this Agreement.

6.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code §2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Notice Packet; (iv) a signed declaration from Plaintiff confirming her willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel attesting to their competency to represent the Class Members; and (vii) proof of Plaintiff’s timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code §2699.3, subd. (a)), Operative Complaint (Labor Code §2699, subd. (l)(1)), and this Agreement (Labor Code §2699, subd. (l)(2))).

6.3. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full execution of this Agreement, or within 20 days of the filing of the Second Amended Complaint, whichever is later; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval Order to the Administrator.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class 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 Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class 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. However, no Party shall be obligated to consent to any material change (including but not limited to changes to the Gross Settlement Amount or the releases set forth herein) in the Agreement, whether or not such material change is caused or requested by the Court.

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 the Administration Expenses Payment. The Parties, Class Counsel, and Defense 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. Employment 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. Notice to Class Members.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Class Pay Periods, and PAGA Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 30 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet substantially in the forms attached to this Agreement as Exhibits A, B, C, and D. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Class Pay Periods and PAGA Pay Periods (if applicable) used to calculate these amounts.

7.4.3. Not later than 3 business days after the Administrator’s receipt of any Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice Packet using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Notice Packet to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Notice Packet to Class Members whose Notice Packet is returned by the USPS a second time.

7.4.4. The deadlines for Class Members’ written objections, Challenges to Class Pay Periods and/or PAGA Pay Periods (disputes), and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Notice Packet.

7.4.5. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Notice Packet, the Parties will expeditiously meet and confer in person, by telephone, or via email, and in good faith in an effort to agree

on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send a Notice Packet requiring them to exercise options under this Agreement within the timeframes applicable to Class Members whose Notice Packet is re-mailed by the Administrator.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. A Request for Exclusion form, attached as Exhibit B, may be used for this purpose but is not required.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

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7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Section 5.4.1 of this Agreement, regardless of whether the Participating Class Member actually receives the Notice Packet, an Individual Settlement Payment, objects to the settlement, or disputes the pay periods set forth in the Class Notice.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.

7.5.5. All Aggrieved Employees are entitled to all benefits and bound by all terms and conditions of the Settlement as they pertain to PAGA claims, including the Aggrieved Employees' Releases under Section 5.2.2 of this Agreement, regardless of whether the Aggrieved Employee actually receives the Notice Packet, an Individual PAGA Payment, objects to the settlement, or disputes the pay periods set forth in the Class Notice.

7.6. Challenges to Calculation of Pay Periods. Each Class Member shall have 45 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members whose Notice Packet is re-mailed) to challenge the number of Class Pay Periods and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. A Pay Period Dispute form, attached as Exhibit C, may be used for this purpose but is not required. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Pay Periods and PAGA Pay Periods contained in the Class Data are correct. The Administrator's determination of each Class Member's allocation of Class Pay

Periods and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Class Pay Periods and/or PAGA Pay Periods and the Administrator's determination as to such challenges to Defense Counsel and Class Counsel, except that any information provided to Class Counsel in relation to pay period disputes shall not contain any personal identifying information (e.g., names and contact information) of the Class Members.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Notice Packet (plus an additional 14 days for Class Members whose Notice Packet was re-mailed). An The Objection form attached as Exhibit D may be used for this purpose, but is not required.

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. 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.

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1 **7.8.1. Email Address, Fax Number, and Toll-Free Number.** The Administrator will
2 establish and maintain and use an email address, fax number, and a toll-free
3 telephone number to receive Class Member emails, faxes, and calls.

4 **7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List.** The Administrator will
5 promptly review Requests for Exclusion to ascertain their validity. Not later than 5
6 days after the expiration of the deadline for submitting Requests for Exclusion, the
7 Administrator shall email a list to Defense Counsel containing (a) the names and
8 other identifying information of Class Members who have timely submitted valid
9 Requests for Exclusion (“Exclusion List”); (b) the names and other identifying
10 information of Class Members who have submitted invalid Requests for Exclusion;
11 and, (c) copies of all Requests for Exclusion documentation submitted (whether
12 valid or invalid). Upon request, the Administrator may provide summary
13 information regarding the information described in this section to Class Counsel, but
14 shall not provide any personal identifying information (e.g., names and contact
15 information) to Class Counsel.

16 **7.8.3. Weekly Reports.** The Administrator must, on a weekly basis, provide written reports
17 to Class Counsel and Defense Counsel that, among other things, tally the number of:
18 Notice Packets mailed or re-mailed, Notice Packets returned undelivered, Requests
19 for Exclusion (whether valid or invalid) received, objections received, challenges to
20 Class Pay Periods and/or PAGA Pay Periods received and/or resolved, and checks
21 mailed for Individual Class Payments and Individual PAGA Payments (“Weekly
22 Report”). The Weekly Reports must include the Administrator’s assessment of the
23 validity of Requests for Exclusion and attach copies of all Requests for Exclusion
24 and objections received.

25 **7.8.4. Class Pay Period and/or PAGA Pay Period Challenges.** The Administrator shall
26 consult with Class Counsel and Defense Counsel in an attempt to resolve any such
27 challenges; although the Administrator has the authority to address and make final
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decisions consistent with the terms of this Agreement on all Class Member challenges regarding the calculation of Class Pay Periods and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator's Declaration. Not later than 21 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with its obligations under this Agreement, including, but not limited to, its mailing of the Notice Packets, the Notice Packets returned as undelivered, the re-mailing of Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), and the number of written objections received. The Administrator shall provide along with such declaration the Exclusion List with all personal identifying information (e.g., names and contact information) redacted. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Administrator. Within 10 days after the Administrator disburses the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements. All personal identifying information (e.g., names and contact information) shall be redacted from the report. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

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8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. If the actual number of Class Pay Periods exceeds 7,303 by 20-percent (the “Escalator Threshold”), the Gross Settlement Amount may, subject to Defendant’s election, increase proportionally by either (a) the Gross Settlement Funds will be increased on a pro rata basis equal to the percentage increase in the number of pay periods above the Escalator Threshold (e.g., if the Escalator Threshold is exceeded by 1%, the Gross Settlement Fund will increase by 1%), or (b) the Class Period will end as of the date of the twenty percent (20%) threshold was reached (i.e., the date on which the pay periods total reached the Escalator Threshold) and such date shall be referred to as the “Alternate Class Action Settlement Period End Date.”

9. DEFENDANT’S RIGHT TO WITHDRAW. Defendant shall have the right at its sole discretion to terminate the settlement if more than 5% of Class Members timely elect to exclude themselves from the Settlement, as determined by the Administrator. If Defendant exercises its right under this Section, Defendant shall be solely liable for administrative costs incurred by the Administrator. Defendant must exercise Defendant’s right to terminate the settlement in a writing to Class Counsel stating an intention to terminate the Settlement within 21-days of receiving the final Exclusion List from the Administrator.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code §2699, subd. (l), a proposed Final Approval order, and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 5 working days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in

Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Agreement (including but not limited to the scope of the releases or changes to the Gross Settlement Amount), the Parties shall expeditiously work together in good faith to address the Court’s concerns and endeavor to revise the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this section. No Party shall be obligated to consent to any material change in the Agreement, whether or not such material change is caused or requested by the Court.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the 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.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, 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.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the appellate court vacates, reverses, or modifies the Judgment in a manner that requires a

material modification of this Agreement (including, but not limited to, the scope of releases or changes to the Gross Settlement Amount), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment, the Class Counsel Fees Payment, and/or the Class Counsel Litigation Expenses Payment shall not constitute a material modification of the Judgment within the meaning of this section, as long as the Gross Settlement Amount remains unchanged. However, no party shall be obligated to consent to any material change in the Agreement, whether or not such material change is caused or requested by the reviewing Court.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure §384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification, 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 shall this Agreement be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, Defendant reserve all available defenses to the claims in the Action, and Plaintiff reserves the

right to move for class certification on any grounds available and 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).

12.2. Confidentiality. Prior to preliminary approval, Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; (5) in response to an inquiry or subpoena issued by a state or federal government agency; or, (6) to Class Members for purposes of informing them about this Settlement and its procedures. After preliminary approval, Class Counsel shall not disclose this Settlement to current or former employees of Defendant, to the media, or on any websites, blogs, social media, and/or online platforms. Exceptions to Class Counsel's obligation of confidentiality after preliminary approval are (i) disclosures necessary to comply with the law, judicial processes, or for financial planning or tax preparation purposes; (ii) to the extent needed to enforce this Agreement; (iii) disclosures to a court for purposes of describing its qualifications as counsel; or, (iv) to Class Members for purposes of informing them about this Settlement and its procedures. Each Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such information.

12.3. No Solicitation. The Parties agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this section shall be construed to restrict the Parties' or their respective counsel's ability to communicate with Class Members for purposes of informing them about this Settlement and its procedures.

12.4. Integrated Agreement. Upon execution by the Parties, Class Counsel, and Defense 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.

12.5. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement. 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 Laurie Saldana and/or the Court for resolution. Nothing in this section shall be construed as obligating the Parties to consent to any material change in the Agreement, whether or not such material change is caused or requested by the Court or the reviewing Court.

12.6. 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.7. No Tax Advice. Plaintiff, Class Counsel, Defendant, and Defense Counsel are not providing any advice regarding taxes or taxability, nor shall anything in this

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Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.8. 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, and approved by the Court.

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

12.10. 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.

12.11. 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.

12.12. 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.

12.13. Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evid. Code §1152, and all copies and summaries of the Class Data provided to Class 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 Effective Date, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Effective Date, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

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12.14. No Public Comment: The Parties and their counsel agree that they will not post any information on websites (other than the Fresno Superior Court website and the Settlement Administrator’s website) in any other public forum, issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount or terms of the settlement.

12.15. Failure to Obtain Final Approval. If the Court fails to grant either preliminary or final approval, the Parties shall be restored to their positions at the time of the execution of this memorandum, which shall include but not be limited to, all funds paid by Defendant shall be returned to Defendant, with the exception that if any settlement administration costs are due and payable, Plaintiff and Defendant agree to split those costs. Moreover, no member of the Parties will be deemed to be bound by any of the representations contained herein.

12.16. Headings. The descriptive heading of any section or section of this Agreement is inserted for convenience of reference only.

12.17. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or legal holiday, such date or deadline shall be on the first business day thereafter.

12.18. Notice. All written notices, demands or other communications between the Parties in connection with this Agreement shall be addressed as follows:

To Plaintiff: Lenden F. Webb, Esq., Katherine E. Cervantes, Esq.

WEBB LAW GROUP, APC

446 Fallbrook Avenue, Suite 102

Fresno, CA 93711

Email: Lwebb@webblawgroup.com;

KCervantes@WebbLawGroup.com; service@webblawgroup.com

To Plaintiff: Brooke B. Nevels, Esq., Christopher E. Nichols, Esq.

NEVELS NICHOLS, LLP

10650 Treena Street, Suite 212

San Diego, CA 92131

Email: BNevels@NevelsNichols.com, CNichols@NevelsNichols.com,

Service@NevelsNichols.com

To Defendant: Mark D. Kruthers Esq., Daniel C. Stein, Esq.

FENNEMORE LLP

8080 N Palm Avenue

Fresno, CA 93711

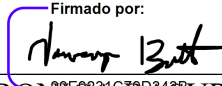
Email: mkruthers@fennmorelaw.com ; stein@fennorelaw.com

12.19. Notice. All written notices, demands or other communications between the Parties in connection with this Agreement shall be addressed as follows:

12.20. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email, 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 if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

Dated: 06/13/2025

PLAINTIFF

Firmado por:
By 
VERONICA BASURTO PIMENTEL

1 Dated: 6/23/25

DEFENDANT

2
3 By Agustin Madrigal Jr

4 AGUSTIN MADRIGAL JR., individually
5 and doing business as El Dorado Farm
6 Labor

7
8
9 Dated: June 13, 2025

WEBB LAW GROUP, APC

10
11 By Katherine E. Cervantes
12 LENDEN F. WEBB
13 KATHERINE E. CERVANTES
14 Attorneys for Plaintiff

15
16 Dated: June 13, 2025

NEVELS NICHOLS, LLP

17
18 By CHN
19 BROOKE B. NEVELS
20 CHRISTOPHER E. NICHOLS
21 Attorneys for Plaintiff

22
23 Dated: June 24, 2025

FENNEMORE LLP

24
25 By Mark D. Karuthers
26 MARK D. KARUTHERS
27 DANIEL C. STEIN Karuthers
28 Attorneys for Defendant end

CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT ("PAGA")
SETTLEMENT AGREEMENT