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Attorneys for Plaintiff
REYNA ESTHER MAYA DAMIAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BENITO

REYNA ESTHER MAYA DAMIAN, on
behalf of herself and all others similarly
situated,

Plaintiff,

vs.

CUSTOM AG-PAK, LLC; and DOES 1-10,
inclusive,

Defendants.

Case No. CU-24-00259

**STIPULATION RE PAGA SETTLEMENT
AND RELEASE OF CLAIMS**

Subject to Court approval, Plaintiff Reyna Esther Maya Damian (“Plaintiff”) and defendant Custom Ag-Pak, LLC (“Defendant”) hereby enter into the following Stipulation re PAGA Settlement and Release of Claims which sets forth the terms of their agreement to resolve the PAGA claims asserted by Plaintiff against Defendant in this matter (the “Settlement”).

STIPULATION

A. DEFINITIONS

1. “Action” means the civil action pending in the Superior Court of the State of California, County of San Benito, titled *Reyna Esther Maya Damian v. Custom Ag-Pak, LLC*,. Case No. CU-24-002594.

2. “Plaintiff’s Counsel” means Gregory N. Karasik with Karasik Law Firm, and Santos Gomez with Law Offices of Santos Gomez.

3. “Aggrieved Employees” means all persons who, at any time between November 5, 2023 and December 15, 2025, worked for Defendant in California as a non-exempt employee.

4. “Liability Period” means from November 5, 2023 to December 15, 2025.

5. “Plaintiff” means Reyna Esther Maya Damian.

6. “Court” means the Superior Court of the State of California, County of San Benito.

7. “Defendant” means Custom Ag-Pak, LLC.

8. The “Effective Date” means the date when the following two events have occurred: the Court has granted approval of the Settlement and Defendant has fulfilled its payment obligations under the Settlement.

9. “Gross Settlement Amount” means the amount of Two Hundred Seventy-Five Thousand Dollars (\$275,000) to be paid by Defendant pursuant to this Settlement for the following: 1) the cost of settlement administration (not to exceed \$4,000); 2) the amount of attorney’s fees (not to exceed \$91,666.67 or 1/3 of the Gross Settlement Amount) and litigation costs (not to exceed \$5,000) awarded to Plaintiff’s Counsel; 3) the amount of Service Payment (not to exceed \$2,500) awarded to Plaintiff; and 4) and the Net Settlement Amount to be allocated between the LWDA (65%) and Aggrieved Employees (35%).

10. “LWDA” means the California Labor and Workforce Development Agency.

11. “Net Settlement Amount” means the portion of the Gross Settlement Amount remaining after deductions are made for the cost of settlement administration, the amount of attorney’s fees and litigation costs awarded to Plaintiff’s Counsel, and the amount of Service Payment awarded to Plaintiff, 65% of which shall be paid to the LWDA and 35% of which shall be distributed to Aggrieved Employees.

12. “Notice of PAGA Settlement” means the Notice of PAGA Settlement attached hereto as Exhibit A to be sent by the Settlement Administrator to Aggrieved Employees (in English and in Spanish) no later than 14 calendar days after the Effective Date.

13. “Release of PAGA Claims” means the release of PAGA claims upon the Effective Date

of the Settlement as set forth in paragraph E.1 below.

14. “Settlement” or “Agreement” means this Stipulation re PAGA Settlement and Release of Claims.

15. “Settlement Administrator” means Atticus Administration.

B. RECITALS

1. Plaintiff filed the Complaint on October 16, 2024. In the Complaint, Plaintiff asserted individual and class action claims for Failure to Provide Duty Free Meal Periods, Failure to Provide Second Meal Periods, Failure to Provide Third Rest Periods, Failure to Pay Minimum Wages, Failure to Pay Overtime Wages, Unfair Competition, Failure to Provide Accurate Wage Statements, and Failure to Pay All Wages Owed Upon Termination.

2. After learning of the complaint, Defendant’s counsel advised Plaintiff’s counsel that Plaintiff had entered into an arbitration agreement that includes a class action waiver that precludes Plaintiff from asserting class action claims against Defendant.

3. In light of the arbitration agreement, Plaintiff agreed to request dismissal without prejudice of her class action claims (but not her individual claims) and pursue claims against Defendant for civil penalties under the Private Attorneys General Act (“PAGA”), Labor Code Section 2699 et seq., on behalf of Aggrieved Employees. On January 17, 2025 the Court granted Plaintiff’s request for dismissal of her class action claims and dismissed those claims without prejudice.

4. On November 5, 2024, Plaintiff submitted electronically to the LWDA a notice letter pursuant to Labor Code Section 2699.3 (a copy of which, pursuant to the agreement of Defendant’s counsel, was also sent by email to Defendant’s counsel instead of by certified mail to Defendant). Following expiration of the sixty-five day notice period, Plaintiff on January 21, 2025 filed a First Amended Complaint which asserts individual wage and hour claims on Plaintiff’s behalf and PAGA claims on behalf of Aggrieved Employees.

5. The parties thereafter agreed to participate in a private mediation. The mediation took place on August 20, 2025 before mediator Christopher Panetta. The Parties subsequently reached a settlement as memorialized in this Agreement.

6. The parties agree that this Agreement is for settlement purposes only and if, for any

reason, the Settlement is not approved, the Agreement will be of no force or effect. In such event, nothing in the Agreement shall be used or construed by or against any party as a determination, admission, or concession of any issue of law or fact in the Action; and the parties do not waive, and instead expressly reserve, their respective rights with respect to the prosecution and defense of this action as if this Agreement never existed.

C. TERMS OF SETTLEMENT

1. Gross Settlement Amount: Defendant shall pay the Gross Settlement Amount of Two Hundred Seventy-Five Thousand Dollars (\$275,000) to pay for the following: 1) the cost of settlement administration (not to exceed \$4,000; 2) the amount of attorney's fees (not to exceed \$91,666.67) and litigation costs (not to exceed \$5,000) awarded to Plaintiff's Counsel; 3) the amount of Service Payment (not to exceed \$2,500) awarded to Plaintiff; and the Net Settlement Amount allocated to the LWDA (65%) and Aggrieved Employees (35%).

2. Service Payment to Plaintiff: Defendant will not oppose Plaintiff's request to the Court for an award of up to Two Thousand Dollars Five Hundred Dollars (\$2,500) for her service as the named Plaintiff ("Service Payment") in addition to any payment from the Net Settlement Amount as an Aggrieved Employee. The Settlement Administrator will issue to Plaintiff a Form 1099 for her Service Payment.

3. Distribution of the Net Settlement Amount

a. Sixty-Five percent (65%) of the Net Settlement Amount shall be paid to the LWDA.

b. Thirty-Five percent (35%) of the Net Settlement Amount shall be distributed to Aggrieved Employees as follows: each Aggrieved Employee shall receive a pro rata amount of 35% of the Net Settlement Amount based on the total number of pay periods worked during the Liability Period.

4. Non-Reversionary; Cy Pres: The settlement is completely non-reversionary and the entire Net Settlement Amount shall be distributed to the LWDA and Aggrieved Employees. In the event settlement checks issued to Aggrieved Employees are not cashed or deposited within 90 days after mailing, the checks shall become null and void and any funds remaining from such uncashed checks shall be donated to Community Food Bank of San Benito County.

1 5. Tax Allocation of Class Member Distributions: For tax purposes, payments of
2 settlement benefits to Aggrieved Employees from the Net Settlement Amount shall be allocated 100%
3 to penalties. To the extent required by law, the Settlement Administrator shall be responsible for
4 issuing Aggrieved Employees who receive a portion of the Net Settlement Amount a Form 1099.

5 6. Funding and Distribution Dates: Defendant shall remit to the Settlement Administrator
6 the Gross Settlement Amount no later than the date 21 calendar days after the Court grants approval of
7 the Settlement. At the same time, Defendant shall provide the Settlement Administrator with a list
8 containing the name, last known mailing address, social security number, and number of workweeks
9 worked during the Liability Period for each of the Aggrieved Employees. The Settlement
10 Administrator shall make all payments required under the Settlement as soon as practicable after
11 receipt of the settlement funds from Defendant (but no later than 10 days after receipt of the settlement
12 funds). A Notice of PAGA Settlement, in both English and Spanish, in the form attached hereto as
13 Exhibit A, shall be sent to each Aggrieved Employee by the Settlement Administrator with his or her
14 settlement payment. The Settlement Administrator shall use reasonable standard skip tracing devices
15 as necessary to verify the accuracy of all addresses before the mailing date to ensure that the Notice of
16 PAGA Settlement and settlement check is sent to all Aggrieved Employees at the addresses most likely
17 to result in immediate receipt of those documents.

18 **E. RELEASE OF CLAIMS**

19 1. Release of PAGA Claims: Upon the Effective Date, each Aggrieved Employee shall be
20 deemed to have released any and all claims against Defendant and any former and present parent,
21 subsidiary, and affiliated corporations, and their officers, directors, employees, partners, shareholders
22 and agents, and any other successors, assigns, or legal representatives (“Released Parties”), from any
23 and all claims, rights, demands, liabilities and causes of action for civil penalties under PAGA, based
24 on the facts that were alleged in the First Amended Complaint or asserted in the notice letter sent by
25 Plaintiff to the LWDA, or that are reasonably related thereto, including, but not limited to, all claims
26 for civil penalties under PAGA based on the alleged failures of Defendant to provide meal periods, to
27 provide rest periods, to pay premium wages for meal period or rest period violations, to pay minimum
28 wages, to pay overtime wages, to provide accurate wage statements, and to pay all wages owed upon

1 termination.

2 3. Additional Attorney's Fees Released by Plaintiff's Counsel: In consideration for an
3 award of attorney's fees and costs in accordance with this Settlement, Plaintiff's Counsel irrevocably
4 and forever waives any and all claims to any further attorney's fees and costs in connection with the
5 Action.

6 4. Release by Plaintiff: In exchange for receipt of a Service Payment, Plaintiff agrees to a
7 general release of all claims, including a waiver of the protections provided in Civil Code § 1542,
8 which provides:

9 A general release does not extend to claims which the creditor or releasing party does
10 not know or suspect to exist in his or her favor at the time of executing the release,
11 which if known by him or her, would have materially affected his or her settlement with
12 the debtor or released party.

13 **F. COURT APPROVAL**

14 1. Plaintiff shall promptly move the Court for the entry of an Order Granting Approval of
15 the Settlement.

16 2. In connection with filing a motion for an Order Granting Approval of the Settlement,
17 Plaintiff shall submit electronically to the LWDA a copy of the Settlement and notify the LWDA of the
18 location, date and time of the hearing on Plaintiff's motion for an Order Granting Approval of the
19 Settlement.

20 3. In connection with filing a motion for an Order Granting Approval of the Settlement,
21 the parties shall present to the Court a proposed Order and Judgment, approving the Settlement and
22 entering final judgment in accordance therewith. After entry of final judgment, the Court shall have
23 continuing jurisdiction over the Action for purposes of: (1) enforcing this Settlement Agreement; (2)
24 addressing settlement administration matters, and (3) addressing such post-judgment matters as may be
25 appropriate under Court rules and applicable law.

26 4. Because this settlement resolves claims and actions brought pursuant to PAGA by
27 Plaintiff acting as a proxy and as a Private Attorney General of, and for, the State of California and the
28 LWDA, the Parties agree that no Aggrieved Employee has the right to exclude himself or herself from

1 the Settlement. Aggrieved Employees will be bound by the terms of the Settlement Agreement, upon
2 its approval by the Court, regardless of whether he or she cashes any payment received as a result of
3 this Settlement. The Parties also agree that no Aggrieved Employee has the right to object to the terms
4 of the Settlement Agreement.

5 5. In the event that: (i) the Court does not approve the Settlement as provided herein; or
6 (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, and any
7 documents generated to bring it into effect, will be null and void, and the Parties will be returned to
8 their original respective positions.

9 6. The parties agree to waive appeals from the Court's order granting approval of the
10 Settlement with the following exceptions: (1) the parties may appeal if the Court materially modifies
11 the Settlement; and (2) Plaintiff may appeal if the Court awards attorney's fees, costs or a Service
12 Payment in an amount less than requested by Plaintiff. Any appeal with respect to the amount of
13 attorney's fees, costs or Service Payment shall not affect the finality of the Settlement in any other
14 regard or delay the payment of settlement benefits to Aggrieved Employees or the payment of
15 administration costs to the Settlement Administrator. The waiver of appeal does not include any waiver
16 of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.

17 **G. MISCELLANEOUS**

18 1. The respective signatories to the Settlement represent that they are fully authorized to
19 enter into this Settlement and bind the respective parties to its terms and conditions.

20 2. The parties agree to cooperate fully with each other to accomplish the terms of this
21 Settlement, including but not limited to, execution of such documents and to take such other action as
22 may reasonably be necessary to implement the terms of the Settlement. The parties shall use their best
23 efforts, including all efforts contemplated by this Settlement and any other efforts that may become
24 necessary by order of the Court, or otherwise, to effectuate the terms of this Settlement.

25 3. The parties represent, covenant, and warrant that they have not directly or indirectly,
26 assigned, transferred, encumbered, or purported to assign, transfer or encumber to any person or entity
27 any portion of any liability, claim, demand, action, cause of action or right released and discharged in
28 this Settlement.

1 4. The Parties expressly recognize that the making of this agreement does not in any way
2 constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this
3 Settlement, nor any action taken in implementation thereof, nor any statements, discussions or
4 communications, nor any materials prepared, exchanged, issued or used during the pendency of the
5 Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or
6 be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or
7 proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance,
8 regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the
9 foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the
10 interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the
11 Court entered into in connection therewith.

12 5. This Settlement may be executed in counterparts, and when each party has signed at
13 least one such counterpart, each counterpart shall be deemed an original, and, when taken together with
14 other signed counterparts, shall constitute execution of the Settlement, which shall be binding upon and
15 effective as to all Parties.

16 6. Until the filing of a motion for approval of the Settlement, the terms of the Settlement
17 shall remain confidential and any remarks about this Settlement shall be limited to a statement to the
18 effect that the parties have reached a settlement in principle subject to court approval. This
19 confidentiality clause extends to the parties' use of social media people often use to communicate
20 during their daily lives, such as Twitter, Facebook, My Space, blogs and the like. This confidentiality
21 clause, however, shall not operate to restrict the ability of Plaintiff's Counsel to communicate with any
22 Aggrieved Employee about the fact or terms of this Settlement.

23 **IT IS SO AGREED.**

24 Dated: 9/20, 2025

Reyna Esther Maya Damian
Reyna Esther Maya Damian
Plaintiff

26
27 Dated: Sept. 17, 2025

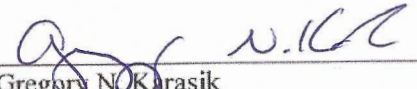
Jacob Dobler
Jacob Dobler
For Defendant Custom Ag-Pak, LLC

1 Agreed As To Form

2 Dated: Sept 22, 2025

KARASIK LAW FIRM
LAW OFFICES OF SANTOS GOMEZ

4 By


Gregory N. Karasik
Santos Gomez
Attorneys for Plaintiff

7 Dated: Sept 19, 2025

NOLAND, HAMERLY, ETIENNE & HOSS

9 By

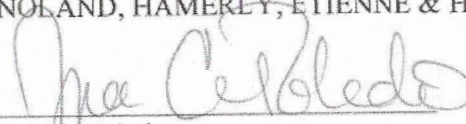

Ana C. Toledo
Attorneys for Defendant

EXHIBIT A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Reyna Esther Maya Damian v. Custom Ag-Pak, LLC, Case No. CU-24-00259* (San Benito County Superior Court) (the “Action”).

The Action was filed against Defendant Custom Ag-Pak, LLC (“Defendant”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The Action was brought by a former employee of Defendant on behalf of the State of California and all allegedly “aggrieved employees” of Defendant. You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiff in the Action claimed that Defendant owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendant denies that it violated the Labor Code or California Wage Orders. Moreover, in agreeing to this settlement, Defendant does not admit that it is liable in any way for any penalties.

The Court has not ruled on the merits of the Action, but it has approved the settlement of PAGA civil penalties, of which 65% will be paid to the California Labor and Workforce Development Agency, and the remaining 35% will be paid to aggrieved employees. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties.

Aggrieved employees, other than Plaintiff, will not be deemed to have released any individual wage and hour claims based on alleged violations of the Labor Code or of a California Wage Order, for which they have a private right of action, by virtue of the Settlement.

You are not a party to this lawsuit, but you and the government will be bound by the settlement in this matter as to civil penalties. If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter).

Very Truly Yours,

[Administrator]