

1 **LAW OFFICES OF FARRAH MIRABEL, PC**

FARRAH MIRABEL, (SBN162933)

2 fmesq@fmirabel.com

1070 Stradella Rd.

3 Los Angeles, CA 90077

TELEPHONE: (714) 972-0707

4 Fax: (949) 417-1796

5  
6 **EMPLOYMENT RIGHTS LAW GROUP, APC.**

Amir H. Seyedfarshi, (SBN 301656)

7 [amir@employmentrightslawgroup.com](mailto:amir@employmentrightslawgroup.com)

1180 South Beverly Drive, Suite 610

8 Los Angeles, California 90035

Telephone: (424) 777-0964

9 *Attorneys for Plaintiff, the Class, and the Aggrieved Employees*

10 **MCCORMICK BARSTOW, LLP**

11 Christina Tillman

Christina.Tillman@mccormickbarstow.com

12 7647 North Fresno Street

13 Fresno, CA 93720

T (559) 433-2358

14 **LITTLER MENDELSON, P.C.**

15 Gerardo Hernandez

GHernandez@littler.com

16 5200 North Palm Ave., Suite 302

17 Fresno CA 93704-2225

T (559) 244-7535

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

19 **COUNTY OF KINGS**

20  
21 CARLOS SANCHEZ ROSALES, on behalf of  
himself, and for all similarly situated persons, and  
22 the general public

23 Plaintiff,

24 vs.

25 VISTA VERDE FARMS INC., a California  
Corporation; OAK TREE AG MGT., INC., a  
26 California Corporation; REYCO AG, INC. a  
California Corporation, and DOES 1 through 50,  
27 inclusive;

28 Defendants.

Case No.: 21C-0111

Dept: 7, Hon. Kathy Ciuffini

**Joint Stipulation re: Class Action Settlement**

1 This Joint Stipulation Re: Class Action Settlement (hereinafter “Stipulation” or “Settlement  
2 Agreement”) is made and entered into by: (1) Plaintiff Carlos Sanchez Rosales (“Plaintiff”),  
3 individually and in his representative capacity on behalf of the Settlement Class, as defined below, and  
4 as a private attorney general on behalf of the State of California; and (2) Defendants Vista Verde Farms,  
5 Inc. and Oak Tree Ag Mgt., Inc. “Defendants”). This Settlement Agreement is subject to the approval  
6 of the Court and is made for the sole purpose of attempting to consummate settlement of the action on  
7 a class-wide basis subject to the following terms and conditions. This Settlement shall be binding on  
8 Plaintiff and the class he purports to represent, on all aggrieved employees, Defendants, and on their  
9 respective counsel, subject to the terms and conditions hereof and the approval of the Court.

10 THE PARTIES STIPULATE AND AGREE as follows:

11 **1. DEFINITIONS**

12 As used in this Settlement Agreement, the following terms shall have the meanings specified  
13 below. To the extent terms or phrases used in this Settlement Agreement are not specifically defined  
14 below, but are defined elsewhere in this Settlement Agreement, they are incorporated by reference into  
15 this definition section.

16 **1.1. ACTION**

17 “Action” shall mean the following civil action: Carlos Sanchez Rosales v. Vista Verde Farms,  
18 Inc., Oak Tree Ag Management, Inc., and Reyco Ag Inc., in the Kings County Superior Court filed on  
19 April 8, 2021.

20 **1.2. ADMINISTRATIVE EXPENSES**

21 “Administrative Expenses” shall include all costs and expenses associated with and paid to the  
22 third-party settlement administrator, which are anticipated not to exceed \$6,000.

23 **1.3. APPLICABLE WAGE ORDERS**

24 “Applicable Wage Orders” shall mean the California Industrial Welfare Commission (“IWC”)  
25 Wage Orders applicable to the facts of this case, including IWC Wage Order 14-2001 and others that  
26 may be applicable. (Cal. Code of Regs., tit. 8, §§ 11070, 11090.)

27 **1.4. CLAIMS**

28 “Claims” shall mean the claims asserted in the Action.

1           **1.5. CLASS ATTORNEY FEES AND EXPENSES**

2           “Class Attorney Fees and Expenses” shall mean the portion of the Gross Settlement Amount  
3 for which Class Counsel may apply for their attorneys’ fees and litigation expenses. The amount of  
4 Class Attorney Fees and Expenses shall include all past and future attorneys’ fees and costs incurred  
5 in the Action – including, without limitation, all time expended by Class Counsel in the Actions or in  
6 defending the Settlement and securing final approval of the Settlement (including any appeals thereof).  
7 The Parties agree that the fee portion of the Class Attorney Fees and Expenses shall be up to 1/3 of the  
8 Gross Settlement Amount (i.e., \$28,333.33), as approved by the Court, and the award of costs and  
9 expenses shall be up to an additional \$5,000.00.

10           **1.6. CLASS COUNSEL**

11           “Class Counsel” shall mean Farrah Mirabel of Law Offices of Farrah Mirabel, P.C., and Amir  
12 Seyedfarshi of Employment Rights Law Group APC.

13           **1.7. CLASS MEMBER**

14           “Class Member” shall mean any person who is a prospective member of the Settlement Class,  
15 or, if such person is incompetent or deceased, the person’s legal guardian, executor, heir, or successor-  
16 in-interest.

17           **1.8. CLASS NOTICE**

18           “Class Notice” shall mean the *Notice of Proposed Class Action Settlement and Hearing Date*  
19 *for Court Approval*, as set forth in the form of **Exhibit 1** attached hereto, or as otherwise approved by  
20 the Court, which is to be mailed to Class Members along with the Share Form.

21           **1.9. CLASS PARTICIPANTS**

22           “Class Participants” shall mean all Class Members who do not timely request exclusion from  
23 the Class Settlement.

24           **1.10. CLASS PERIOD**

25           “Class Period” shall mean the period from April 8, 2017, through the date the court grants an  
26 order preliminarily approving the Class Settlement.

27           **1.11. CLASS REPRESENTATIVE**

28           “Class Representative” shall mean Plaintiff Carlos Sanchez Rosales.

1           **1.12. CLASS SETTLEMENT**

2           “Class Settlement” shall mean the settlement embodied in this Settlement Agreement, which is  
3 subject to Court approval.

4           **1.13. COMPLAINT**

5           “Complaint” shall mean the First Amended Complaint filed in the Action.

6           **1.14. COURT**

7           “Court” shall mean the King County Superior Court, before whom the Action is currently  
8 pending.

9           **1.15. DEFENDANTS**

10          “Defendants” shall mean Defendants Vista Verde Farms, Inc. and Oak Tree Ag management,  
11 Inc.

12          **1.16. DEFENSE COUNSEL**

13          “Defense Counsel” shall refer to Christina Tillman Esq. of McCormick Barstow, and Gerardo  
14 Hernandez of Littler Mendelson, P.C.

15          **1.17. EFFECTIVE DATE**

16          The Court’s Judgment shall become final on the Effective Date. “Effective Date” shall be the  
17 date when all of the following events have occurred: (a) this Settlement Agreement has been executed  
18 by all Parties and by Class Counsel and Defense Counsel; (b) the Court has given preliminary approval  
19 to the Class Settlement; (c) notice has been given to the Settlement Class providing them with an  
20 opportunity to request exclusion from the Class Settlement; (d) the Court has held a Final Approval  
21 and Fairness Hearing and entered a final order and judgment certifying the Settlement Class and  
22 approving this Settlement Agreement; and (e) the later of the following events: (i) the expiration of the  
23 period for filing any appeal, writ, or other appellate proceeding opposing the Class Settlement has  
24 elapsed without any appeal, writ, or other appellate proceeding having been filed; (ii) the dismissal of  
25 any appeal, writ, or other appellate proceeding opposing the Class Settlement with no right to pursue  
26 further remedies or relief; or (iii) any appeal, writ, or the issuance of such other final appellate order  
27 upholding the Court’s final order with no right to pursue further remedies or relief. In this regard, it is  
28

1 the intention of the Parties that the Class Settlement shall not become effective until the Court's order  
2 approving the Class Settlement is completely final and there is no further recourse by an appellant or  
3 objector who seeks to contest the Class Settlement. In the event no objections are filed, the Effective  
4 Date shall be after steps (a) through (d) are completed (i.e., the date that the court has entered a final  
5 order and judgment certifying the Settlement Class and approving this Settlement Agreement).

6 **1.18. EMPLOYEE'S TAXES AND REQUIRED WITHHOLDING**

7 "Employee's Taxes and Required Withholding" shall mean the employee's share of any and all  
8 applicable federal, state, or local payroll taxes, including those collected under authority of the Federal  
9 Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), and/or the State  
10 Unemployment Tax Act (SUTA) on the portion of any Class Participant's Individual Settlement  
11 Amount that constitutes wages. The Employee's Taxes and Required Withholdings will be withheld  
12 from and paid out of the Net Settlement Amount.

13 **1.19. EMPLOYER'S TAXES**

14 "Employer's Taxes" shall mean and refer to Defendants' share of payroll taxes (e.g.,  
15 Unemployment Insurance, Employment Training Tax, Social Security, and Medicare taxes) that is  
16 owed on the portion of any Class Participant's Individual Settlement Amount that constitutes wages.  
17 The Employer's Taxes shall be separately paid by Defendant Oak Tree Ag Mgt., Inc. and shall not be  
18 paid from the Gross Settlement Amount or Net Settlement Amount.

19 **1.20. FINAL APPROVAL AND FAIRNESS HEARING**

20 "Final Approval and Fairness Hearing" shall mean the final hearing before the Court to finally  
21 approve the Settlement as fair, reasonable, and adequate.

22 **1.21. GROSS SETTLEMENT AMOUNT**

23 "Gross Settlement Amount" is the agreed upon non-reversionary settlement amount totaling  
24 \$85,000.00 to be paid by equal contributions of \$42,500 by Defendant Oak Tree Mgt., Inc. and Vista  
25 Verde Farms, Inc., in full settlement of the Released Claims asserted in this case, inclusive of the  
26 Administrative Expenses, the Employee's Taxes and Required Withholdings, the Class Attorney Fees  
27 and Expenses, the Incentive Award, and PAGA Payment and all other amounts other than the  
28 Employer's Taxes defined above. This is the maximum possible amount that may be paid by

1 Defendants to resolve the Action, with the exception of the Employer’s Taxes defined above.  
2 Defendant Valley Ag Mgt., Inc. shall separately pay their Employer’s Taxes due on the wage portion  
3 of the Gross Settlement Amount in addition to the Gross Settlement Amount.

4 **1.22. HEARING ON PRELIMINARY APPROVAL**

5 “Hearing on Preliminary Approval” shall mean the hearing held on the motion for preliminary  
6 approval of the Class Settlement.

7 **1.23. INCENTIVE AWARD**

8 “Incentive Award” shall mean any additional monetary payment provided to the Class  
9 Representative for his efforts and risks on behalf of the Settlement Class in this Action.

10 **1.24. INDIVIDUAL SETTLEMENT AMOUNT**

11 “Individual Settlement Amount” shall mean a Class Participant’s share of the Net Settlement  
12 Amount, as further detailed in Paragraphs 7.2 and 7.3 below.

13 **1.25. NET SETTLEMENT AMOUNT**

14 “Net Settlement Amount” shall mean the Gross Settlement Amount after all Court-approved  
15 deductions for Administrative Expenses; Class Attorney Fees and Expenses; and Plaintiff’s Incentive  
16 Award and PAGA Payment. The Net Settlement Amount is the maximum amount that will be available  
17 for distribution to Class Participants.

18 **1.26. OPT OUT**

19 “Opt Out” shall refer to the process of submitting a timely and valid request exclusion from the  
20 Class Settlement in accordance with the terms of the Class Notice and no later than the Response  
21 Deadline, as described in Paragraph 6.5 below.

22 **1.27. OPT-OUTS**

23 “Opt-Outs” shall mean all persons who timely and validly request exclusion from the Class  
24 Settlement in accordance with the terms of the Class Notice and no later than the Response Deadline,  
25 as described in Paragraph 6.5 below.

26 **1.28. PAGA PAYMENT**

27 “PAGA Payment” means the penalties pursuant to PAGA that the Parties have agreed is a  
28 reasonable sum to be paid in settlement of the PAGA claims included in the Action, which is \$8,000.00.

1 The PAGA Payment is to be deducted from the Gross Settlement Amount. The PAGA Payment is to  
2 be approved by the Court pursuant to Labor Code section 2699 and is to be distributed as follows:  
3 seventy-five percent (75%) (i.e., \$6,000.00) to the LWDA and twenty-five percent (25%) (i.e.,  
4 \$2,000.00) to the PAGA Settlement Class. Class Counsel shall give timely notice of this Settlement  
5 Agreement to the LWDA pursuant to Labor Code section 2699, subdivision (1)(2).

6 **1.29. PAGA PERIOD**

7 “PAGA Period” shall mean the period from March 25, 2020, through the date the Court grants  
8 an order preliminarily approving the Class Settlement.

9 **1.30. PAGA SETTLEMENT CLASS**

10 “PAGA Settlement Class” shall mean all individuals who worked for Defendants in California  
11 as non-exempt during the PAGA Period.

12 **1.31. PARTIES**

13 “Parties” shall mean Plaintiff and Defendants.

14 **1.32. PLAINTIFF**

15 “Plaintiff” shall mean Plaintiff Carlos Sanchez Rosales.

16 **1.33. PRELIMINARY APPROVAL DATE**

17 “Preliminary Approval Date” shall mean the date upon which the Court enters an order  
18 preliminarily approving this Settlement Agreement.

19 **1.34. RELEASED CLAIMS**

20 All Class Members who do not opt out of the Settlement will be bound by a release of all claims  
21 and causes of action falling within the definition of “Released Claims” (below), whether known or  
22 unknown, and irrespective of the factual basis for such claims. The scope of the release is limited to  
23 the Released Claims. Plaintiff and the Class Participants may hereafter discover facts or legal  
24 arguments in addition to or different from those they now know or currently believe to be true with  
25 respect to the claims, causes of action and legal theories of recovery in this Action. Regardless, the  
26 discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released  
27 Claims, and by virtue of this Agreement, Plaintiff and the Class Participants shall be deemed to have,  
28 and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever

1 settled and released all of the Released Claims. The parties understand and specifically agree that the  
2 scope of the release described in this Paragraph: is a material part of the consideration for this  
3 Agreement; was critical in justifying the agreed upon economic value of this settlement and without it  
4 Defendants would not have agreed to the consideration provided; and is narrowly drafted and necessary  
5 to ensure that Defendants are obtaining peace of mind regarding the resolution of claims that were or  
6 could have been alleged based on the facts, causes of action, and legal theories contained in Plaintiff’s  
7 Complaint.

8 The “Released Claims” are those claims alleged in the operative PAGA letter, pending  
9 Complaint, or that reasonably could have been alleged based on the facts and claims asserted in the  
10 PAGA letter and/or Complaint, and arising during the Class Release Period, specifically including  
11 claims under Labor Code sections 203, 204, 210, 226, 226.7, 510, 512, 1194, 1197, 1198 as well as  
12 Sections 11 and 12 of the applicable IWC Wage Order, UCL Claims, as well as any civil penalty claims  
13 predicated on the claims alleged in Plaintiff’s PAGA letter and/or Complaint and arising during the  
14 Class and/or PAGA Period. The Release Period shall be the Class Period.

15 This Settlement Agreement will not release any person, party, or entity from claims, if any, by  
16 Class Participants for workers compensation, unemployment, or disability benefits of any nature. Nor  
17 does it release any claims, actions, or causes of action which may be possessed by Class Participants  
18 under state or federal discrimination statutes, including, without limitation, the California Fair  
19 Employment and Housing Act (Gov. Code, §§ 12900–12996); the Unruh Civil Rights Act (Civ. Code,  
20 § 51); the California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, et seq.);  
21 the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.); the Employee Retirement Income  
22 Security Act of 1974 (29 U.S.C. § 1001 et seq.); and all of their implementing regulations and  
23 interpretive guidelines.

24 **1.35. RELEASED PARTIES**

25 “Released Parties” shall mean and refer to Defendants and all of their subsidiaries, affiliates,  
26 predecessors, successors, and related entities, and their respective officers, directors, employees,  
27 fiduciaries, trustees, agents, and benefit plans.  
28

1           **1.36. RELEASING PARTIES**

2           “Releasing Parties” shall mean every Class Participant and all persons purporting to act on their  
3 behalf or purporting to assert a claim under or through them, including, but not limited to, their  
4 dependents, heirs, assigns, beneficiaries, devisees, legatees, executors, administrators, agents, trustees,  
5 conservators, guardians, personal representatives, and successors-in-interest, whether individual, class,  
6 representative, legal, equitable, direct or indirect, or any other type or in any other capacity.

7           **1.37. RESPONSE DEADLINE**

8           “Response Deadline” shall mean the date sixty (60) calendar days following the date on which  
9 the Settlement Administrator first mails Class Notice to the Class Members and the last day on which  
10 Class Members may submit a request for exclusion and/or objection to Class Settlement.

11           **1.38. SETTLEMENT ADMINISTRATOR**

12           “Settlement Administrator” shall mean ILYM, Inc. (or other administrator agreed on by the  
13 parties) which the Parties have agreed will be responsible for administration of the Class Settlement  
14 and related matters.

15           **1.39. SETTLEMENT CLASS**

16           “Settlement Class” shall mean all individuals who worked for Defendants in California as non-  
17 exempt employees during the Class Period. Defendant represents there were approximately 214  
18 Settlement Class Members who worked a total of approximately 7691 shifts during the Class Period.  
19 If the Court does not grant either the preliminary or final approval of settlement, or if the settlement is  
20 revoked, the Parties stipulate that the conditional class certification is revoked without prejudice. In the  
21 event that the class size increases by 10% or more shifts above 10,000 shifts (i.e., 11000 or more total  
22 shifts), then the GSA shall be increased by the same number of percentage points by which the number  
23 of shifts exceeding 10,000 shifts worked by the class members.

24           **1.40. SHARE FORM**

25           “Share Form” shall mean the Share Form, as set forth in the form of **Exhibit 2** attached hereto,  
26 or as otherwise approved by the Court, which is to be mailed to Class Members along with the Class  
27 Notice.

1     **2.     FACTUAL AND PROCEDURAL BACKGROUND**

2             **2.1.     PLAINTIFF’S CLAIMS**

3             1.         On March 25, 2020, Plaintiff submitted his PAGA Letter to the LWDA asserting claims  
4 that Defendants violated Labor Code sections 203, 204, 210, 226, 226.7, 510, 512, 1194, 1197 and  
5 1198, as well as IWC Wage Order 14-2001. On June 3, 2021, Plaintiff filed his class and PAGA  
6 representative action complaint in Kings County Superior Court alleging inter alia class allegations that  
7 Defendant failed to pay minimum wages for all hours worked; failed to pay overtime wages; failed to  
8 provide compliant rest periods to and/or pay rest period premiums; failed to provide compliant meal  
9 periods to and/or pay meal period premiums; failed to provide complete/accurate wage statements;  
10 failed to pay all final wages; failed to pay timely wages; violated the UCL based on the foregoing; and  
11 owes PAGA penalties based on the foregoing.

12             **2.2.     DISCOVERY, INVESTIGATION, RESEARCH, AND MEDIATION**

13             The Parties have conducted a detailed and comprehensive investigation of the claims asserted  
14 against Defendants and of the applicable law. This discovery, investigation, and prosecution has  
15 included, among other things, (a) an analysis of the legal positions taken by Defendants;  
16 (b) investigation into the viability of class treatment of the claims asserted in the Action; (c) analysis  
17 of potential class-wide damages, including information sufficient to understand Defendants’ potential  
18 defenses to Plaintiff’s claims; (d) research of the applicable law with respect to the claims asserted in  
19 the Complaint and the potential defenses thereto; (e) assembling and analyzing of data for calculating  
20 damages; and (d) consideration of information disclosed at and in connection with mediation.

21             Class Counsel and the Class Representative have vigorously prosecuted this case, and  
22 Defendants have vigorously contested it. The Parties have engaged in sufficient investigation and  
23 discovery to assess the relative merits of the claims of the Class Representative and of the defenses to  
24 them.

25             After such discovery, investigation, and prosecution, the Parties attended a full-day mediation  
26 with an experienced employment law mediator, Hon. Judge Patrick O’Hara (Ret.), which culminated  
27 in a settlement in principal, the terms of which are elaborated in this Settlement Agreement.  
28

1           **2.3. ALLEGATIONS OF THE CLASS REPRESENTATIVE AND BENEFITS OF**  
2           **CLASS SETTLEMENT**

3           The document and data exchange in this matter, as well as discussions between counsel, have  
4 been adequate to give the Class Representative and Class Counsel a sound understanding of the merits  
5 of their positions and to evaluate the value of the claims of the Settlement Class.

6           The Class Representative and Class Counsel believe that the claims, causes of action,  
7 allegations, and contentions asserted in the Action have merit. However, the Class Representative and  
8 Class Counsel recognize and acknowledge the expense and delay of continued lengthy proceedings  
9 necessary to prosecute the Action against Defendants through trial and through appeals. Class Counsel  
10 has taken into account the uncertain outcome of the litigation, the risk of continued litigation in complex  
11 actions such as this, as well as the difficulties and delays inherent in such litigation, and the potential  
12 difficulty of obtaining certification of the Settlement Class as well as trying the claims of the class.  
13 Class Counsel is mindful of the potential problems of proof under, and possible defenses to, the claims  
14 alleged in the Action.

15           The Class Representative and Class Counsel believe that the settlement set forth in this  
16 Settlement Agreement confers substantial benefits upon Plaintiff and the Settlement Class and that an  
17 independent review of this Settlement Agreement by the Court in the approval process will confirm  
18 this conclusion. Based on their own independent investigation and evaluation, Class Counsel has  
19 determined that the settlement set forth in this Settlement Agreement is in the best interests of Plaintiff  
20 and the Class Members.

21           **2.4. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY**

22           Defendants have denied and continues to deny all allegations, claims, and contentions alleged  
23 by Plaintiff in the Action. Defendants have expressly denied and continues to deny all charges of  
24 wrongdoing or liability against it arising out of any of the conduct, statements, acts, or omissions  
25 alleged in the Action, and has expressly denied and continues to deny any wrongdoing whatsoever.  
26 Defendants contend that they complied with California and federal wage and hour laws and has dealt  
27 legally and fairly with Plaintiff and the Class Members.  
28

1 Defendants further deny that, for any purpose other than settling this Action, these claims are  
2 appropriate for class or representative treatment. Nonetheless, Defendants has concluded that further  
3 proceedings in the Action would be protracted and expensive and that it is desirable that the Action be  
4 fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement  
5 Agreement to dispose of burdensome and protracted litigation, to permit the operation of Defendants'  
6 respective businesses without further expensive litigation and the distraction and diversion of their  
7 personnel with respect to matters at issue in the Action. Defendants have also taken into account the  
8 uncertainty and risks inherent in any litigation, especially in complex cases such as the Action.  
9 Defendants have, therefore, determined that it is desirable and beneficial to it that the Action be settled  
10 in the manner and upon the terms and conditions set forth in this Settlement Agreement.

11 **2.5. INTENT OF THE CLASS SETTLEMENT**

12 The Class Settlement set forth herein intends to achieve the following: (1) entry of an order  
13 approving the Class Settlement; (2) entry of judgment of the Action; (3) discharge of the Released  
14 Parties from liability for any and all of the Released Claims; and (4) discharge of Defendants from  
15 liability for any and all claims arising out of the Action.

16 **3. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

17 For the purposes of this Settlement Agreement and the Class Settlement of this Action only, the  
18 Parties agree to conditional class certification of the Settlement Class. The certification of the  
19 Settlement Class shall not constitute, in this or any other proceeding, an admission of any kind by  
20 Defendants, including without limitation, that certification of a class is or would be warranted,  
21 appropriate or proper; or that Plaintiff could establish any of the requisite elements for class treatment  
22 of any of the claims in the Action. In the event that the Settlement Agreement is not finally approved  
23 by the Court, a Final Effective Date is not achieved, or the Class Settlement is rejected, terminated, or  
24 otherwise rendered null and void as set forth herein, then certification of the Settlement Class shall be  
25 automatically vacated, shall be void *ab initio*, of no force or effect, and shall not constitute evidence or  
26 a binding determination that the requirements for certification of a class for trial purposes in this Action  
27 or in any other action which have been, are or can be, satisfied. Further, if the Agreement does not  
28 reach a Final Effective Date, Plaintiff agrees that Plaintiff will not argue, claim, reference, or otherwise

1 raise any preliminary approval of the Settlement Class in connection with any later proceeding before  
2 the Court.

3 **4. APPOINTMENT OF CLASS COUNSEL**

4 For purposes of this Settlement Agreement and subject to the Court's approval, the Parties agree  
5 to the appointment of Class Counsel as counsel for the Settlement Class and the effectuation of the  
6 Class Settlement pursuant to this Settlement Agreement.

7 **5. CONSIDERATION**

8 **5.1. SETTLEMENT AMOUNT**

9 The Parties agree to settle this Action for the Gross Settlement Amount of \$85,000.00. There  
10 shall be no reversion to Defendants. Defendants shall pay the Gross Settlement Amount in full. The  
11 Gross Settlement Amount and other actions and forbearances taken by Defendants shall constitute  
12 adequate consideration for the Class Settlement and will be made in full and final settlement of: the  
13 Released Claims, the Class Attorney Fees and Expenses, Administrative Expenses, the Incentive  
14 Award, the PAGA Payment (and any payments to individual PAGA Class Members resulting from the  
15 PAGA Payment), and any other obligation of Defendants under this Settlement Agreement (other than  
16 the Employer's Taxes on the portion of the Net Settlement Amount allocated to the payment of wages).  
17 Under no circumstances will Defendants be obligated to pay more than the Gross Settlement Amount  
18 and its share of the employer's payroll taxes, which shall be funded in addition to the Gross Settlement  
19 Amount as a result of this Settlement, unless otherwise provided for in this Settlement.

20 **5.2. INCENTIVE AWARD FOR PLAINTIFF**

21 Plaintiff may petition the Court to approve an Incentive Award in an amount up to \$5,000.00  
22 for Carlos Sanchez Rosales to acknowledge his efforts on behalf of the Settlement Class in this Action,  
23 including assisting in the investigation and consulting with Class Counsel and providing crucial  
24 documents to Class Counsel. Defendants shall not oppose any request by Plaintiff for an Incentive  
25 Award in such an amount. Any Incentive Award approved by the Court shall be paid to Plaintiff from  
26 the Gross Settlement Amount and shall be in addition to any distribution to which she may otherwise  
27 be entitled as a Class Participant. Any Incentive Award approved by the Court shall not be considered  
28 wages, and the Settlement Administrator shall issue to Plaintiff an IRS Form 1099 reflecting such

1 payment. Plaintiff shall be responsible for the payment of all taxes with respect to any Incentive Award  
2 approved by the Court and shall hold Defendants harmless from all liability with regard thereto. In the  
3 event the Court reduces Class Representative's Incentive Award, the reduced amount shall be added to  
4 the Net Settlement Amount to be distributed to Class Participants.

5 **5.3. PAYMENT TO CLASS PARTICIPANTS**

6 Each Class Participant shall be eligible to receive payment of the Individual Settlement  
7 Amount, which is a share of the Net Settlement Amount based on the pro rata number of weeks worked  
8 by the Class Members during the Class Period as a proportion of all weeks worked by all Class  
9 Members. For purposes of this calculation, a workweek means a week where a Class Member was  
10 employed in California in a non-exempt job position. Each Class Participant, including Plaintiff, shall  
11 be responsible for the payment of the Employee's Taxes and Required Withholding with respect to his  
12 or his Individual Settlement Amount and shall hold Defendants harmless from any and all liability with  
13 regard thereto.

14 **5.4. PAYMENT TO PAGA SETTLEMENT CLASS**

15 Each member of the PAGA Settlement Class shall be entitled to receive a portion of the PAGA  
16 Payment. The PAGA Payment shall consist of the penalties pursuant to PAGA that the Parties have  
17 agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which  
18 is \$8,000.00. The PAGA Payment must be approved by the Court pursuant to Labor Code section 2699  
19 and is to be distributed as follows: seventy-five percent (75%) (i.e., \$6,000.00) to the LWDA and  
20 twenty-five percent (25%) (i.e., \$2,000.00) to the PAGA Settlement Class. The portion of the PAGA  
21 Payment allocated to the PAGA Settlement Class shall be distributed to the PAGA Settlement Class  
22 based on the pro rata number of pay periods worked by each particular PAGA Settlement Class member  
23 during the PAGA Period as a proportion of all pay periods worked by all members of the PAGA  
24 Settlement Class.

25 **5.5. TAX TREATMENT AND PAYMENT**

26 The Settlement Administrator shall be responsible for paying the employees' share of federal,  
27 state, and local payroll and income taxes. For the purpose of calculating Employee's Taxes and  
28 Required Withholding for the Individual Settlement Amounts for Class Participants (including any

1 payments to the Class Representative but exclusive of his Incentive Award), the Parties agree that 20%  
2 of each Individual Settlement Amount shall constitute payment in the form of wages (and each Class  
3 Participant will be issued an IRS Form W-2 for such payment to him or her), and 80% of each  
4 Individual Settlement Amount shall constitute penalties and interest (and each Class Participant will  
5 be issued an IRS Form 1099 for such payment to him or her).

6 Prior to final distribution, the Settlement Administrator shall calculate the total Employee's  
7 Taxes and Required Withholding due as a result of the wage portion of Class Participants' anticipated  
8 Individual Settlement Amounts and such actual amount will be deducted from the Net Settlement  
9 Amount. Additionally, prior to the funding of the Gross Settlement Amount and final distribution, the  
10 Settlement Administrator shall calculate the total Employer's Taxes due on the wage portion of the  
11 Class Participants' Individual Settlement Amounts and issue instructions to Defendants to separately  
12 fund these tax obligations/withholdings. The Parties understand that Plaintiff and the Class Participants  
13 who receive any payment pursuant to this Settlement Agreement shall be solely responsible for all  
14 other individual tax obligations.

15 With respect to the PAGA Payment and any payments made to individual members of the  
16 PAGA Settlement Class, all such payments shall be treated as payments owing for penalties and interest  
17 thereon and shall not be considered wages. The Settlement Administrator shall issue to members of the  
18 PAGA Settlement Class an IRS Form 1099 reflecting such payment. Members of the PAGA Settlement  
19 Class shall be solely responsible for the payment of all taxes with respect to any PAGA payments made  
20 to them.

21 The Settlement Administrator shall issue an IRS Form W-2 to each Class Participant for the  
22 portion of the Individual Settlement Amount that is designated as wages. The Settlement Administrator  
23 shall issue an IRS Form 1099 to each Class Participant for the portion of the Individual Settlement  
24 Awards that is not designated as wages. The Settlement Administrator shall issue an IRS Form 1099  
25 to the Class Representative for any enhancement award paid in connection with his roles as the Class  
26 Representative.

27 The Settlement Administrator shall file, with the California Employment Development  
28 Department ("EDD"), the required reports of Personal Income Tax ("PIT") wages withheld from the

1 Individual Settlement Amounts, as well as the amounts to be paid as Unemployment Insurance (“UI”),  
2 Employment Training Tax (“ETT”), and State Disability Insurance (“SDI”). For purposes of this  
3 reporting, prior to disbursement of the Individual Settlement Amounts, the Settlement Administrator  
4 shall provide Defendant with a list of all Class Participants, and Defendants shall provide to the  
5 Settlement Administrator the following information: (1) its Form DE 2088, Notice of Contribution  
6 Rates and Statement of UI Account, for the current calendar year (if unavailable, Defendant may  
7 provide instead their California State Employer’s Identification Number and its applicable UI and ETT  
8 Rates); and (2) the year-to-date earnings of each Class Participant who received any wages from  
9 Defendant during the current calendar year.

10 All Class Participants and Plaintiff will be responsible for correctly characterizing the  
11 compensation they receive for tax purposes and for paying any taxes on the amounts received, except  
12 for the employer contributions which will be handled as provided by this Stipulation. The Class  
13 Participants and Plaintiff agree to indemnify Defendants for any liability Defendants incur to any tax  
14 authority on account of the Class Participants’ or Plaintiff’s failures to pay all taxes due on amounts  
15 they receive hereunder, except if the failure results from Defendants’ failure to pay their own respective  
16 portion of taxes due. The liability of each Class Participant and Plaintiff is limited to the liability  
17 caused by that individual’s own failure.

18 **5.6. NO EFFECT ON EMPLOYEE BENEFIT PLANS**

19 Neither the Class Settlement nor any amounts paid under the Class Settlement will modify any  
20 previously credited hours, days, or weeks of service under any employee benefit plan, policy or bonus  
21 program sponsored by Defendants. Such amounts will not form the basis for additional contributions  
22 to, benefits under, or any other monetary entitlement under Defendants’ sponsored benefit plans,  
23 policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall  
24 not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any  
25 other form of compensation for the purposes of any of Defendants’ benefit plan, policy, or bonus  
26 program. Defendants retain the right to modify the language of its benefits plans, policies, and bonus  
27 programs to reflect this intent and to make clear that any amounts paid pursuant to this Settlement  
28 Agreement are not for “weeks worked,” “weeks paid,” “weeks of service,” or any similar measuring

1 term as defined by applicable plans, policies, and bonus programs for purpose of eligibility, vesting,  
2 benefit accrual, or any other purpose, and that additional contributions or benefits are not required by  
3 this Settlement Agreement. Defendants do not consider the Class Settlement payments “compensation”  
4 for purposes of determining eligibility for, or benefit accrual within, any benefit plans, policies, or  
5 bonus programs, or any other plan sponsored by Defendants.

6 **5.7. CLASS ATTORNEY FEES AND EXPENSES**

7 As part of the motion for final approval of the Class Settlement, Class Counsel may apply for  
8 an award of Class Attorney Fees and Expenses with the fee portion not to exceed 1/3 of the Gross  
9 Settlement Amount (i.e., \$28,33.33) and the award of costs and expenses up to an additional \$5,000.00.  
10 The Class Attorney Fees and Expenses shall be paid from the Gross Settlement Amount.

11 As a condition of this Class Settlement, Class Counsel has agreed to pursue fees only in the  
12 manner reflected by this subsection. Any Class Attorney Fees and Expenses awarded by the Court shall  
13 be paid from the Gross Settlement Amount prior to arriving at the Net Settlement Amount and shall  
14 not constitute payment to any Class Members. If Class Counsel voluntarily reduces the request for  
15 Class Attorney Fees and Expenses or the Court’s award of Class Attorney Fees and Expenses is less  
16 than set forth above, the Net Settlement Amount shall be recalculated to reflect the actual Class  
17 Attorney Fees and Expenses awarded. In the event the Court reduces the Class Attorney Fees and  
18 Expenses, the reduced amount shall be added to the Net Settlement Amount to be distributed to Class  
19 Participants.

20 The Class Attorney Fees and Expenses approved by the Court shall reflect: (a) all work  
21 performed and costs and expenses incurred by, or at the direction of, any attorney purporting to  
22 represent the Settlement Class through the date of this Settlement Agreement; (b) all work to be  
23 performed and costs to be incurred in connection with approval by the Court of the Class Settlement;  
24 (c) all work to be performed and costs and expenses, if any, incurred in connection with administering  
25 the Class Settlement through the Effective Date and dismissal of the Action with prejudice; and (d) may  
26 be based on the “catalyst theory” and/or the “common fund doctrine.”

1    **6. SETTLEMENT ADMINISTRATION**

2       **6.1. COSTS AND EXPENSES**

3       All costs and expenses due to the Settlement Administrator in connection with its administration  
4 of the Class Settlement, including, but not limited to, providing the Class Notice, locating Class  
5 Members, processing Opt Out requests and objections, distributing the portion of the PAGA Payment  
6 payable to the LWDA, distributing the portion of the PAGA Payment payable to the members of the  
7 PAGA Settlement Class, and calculating, administering and distributing Individual Settlement  
8 Amounts to the Class Participants and related tax forms, shall be paid from the Gross Settlement  
9 Amount, and is not expected to exceed \$8,000.00. To the extent actual costs for claims administration  
10 are less than \$8,000.00, those amounts will be added to the Net Settlement Amount to be distributed to  
11 Class Participants. Defendant agrees not to oppose any such applications which are consistent with this  
12 paragraph.

13       **6.2. PAYMENT BY DEFENDANT**

14       Defendants shall deposit the Gross Settlement Amount in a lump sum payment plus the  
15 employer-side payroll taxes to the Settlement Administrator within 31 days after entry of an order  
16 granting final approval by the Court by wiring that amount to the Settlement Administrator. In no event  
17 shall Defendants be obligated to pay or deposit with the Settlement Administrator more than  
18 \$85,000.00 plus the Employer’s Taxes, except where the Escalator Provision is triggered.

19       **6.3. THE SETTLEMENT ADMINISTRATOR**

20       The Settlement Administrator will be responsible for: (a) preparing, translating into Spanish,  
21 printing, and mailing the Class Notice and Share Form (**Exhibit 1** and **Exhibit 2**, respectively) to Class  
22 Members as well as following up with reasonable skip tracing; (b) posting notice of entry of final order  
23 and judgment certifying the Class Settlement and approving this Settlement Agreement; (c) handling  
24 inquiries from Class Members concerning the Class Notice; (d) determining Individual Settlement  
25 Amounts; (e) determining individual payments to members of the PAGA Settlement Class; (f)  
26 maintaining the settlement funds in an appropriate interest-bearing account; (g) preparing,  
27 administering, and distributing Individual Settlement Amounts to Class Participants; (h) preparing,  
28 administering, and distributing individual payments to members of the PAGA Settlement Class;

1 distributing the portion of the PAGA Payment payable to the LWDA; (i) issuing a final report; (j)  
2 notifying the Parties of the identity of Class Members who submit timely Requests for Exclusion; (k)  
3 calculating and paying the employer's share of the applicable federal and state withholding taxes; (l)  
4 filing any required federal and state tax forms and related agency reporting; (m) filing any required  
5 reports with the Court; and (n) performing such other duties as the Parties may direct. Additionally, the  
6 Settlement Administrator will handle all tax document preparation and reporting, including state and  
7 federal tax forms, if any.

8 On a weekly basis, the Settlement Administrator will provide reports to Class Counsel and  
9 Defense Counsel with summary information updating them as to the number of validated and timely  
10 objections and Opt Out requests. The Settlement Administrator will serve on Class Counsel and  
11 Defense Counsel via e-mail date-stamped copies of the original Opt Out requests and objections no  
12 later than seven (7) days after their receipt. The Settlement Administrator will provide Class Counsel  
13 with proof of mailing of the Class Notice, without listing individual Class Member names which the  
14 Settlement Administrator will file with the Court at the time Class Counsel files its motion in support  
15 of the Court's Final Approval and Fairness Hearing.

16 No later than seven (7) days prior to the Final Approval and Fairness Hearing, the Settlement  
17 Administrator will compile and deliver to Class Counsel and Defense Counsel a report with summary  
18 information regarding: (a) the total amount of final Individual Settlement Amounts of each Class  
19 Participant, without any identifying personal information; (b) the number of Class Participants to  
20 receive such payments, and (c) the final number of Opt-Outs and objections.

#### 21 **6.4. NOTICE TO CLASS MEMBERS**

22 Notice shall be provided to Class Members in the following manner: Within fourteen (14) days  
23 after the Preliminary Approval Date, Defendant Oak Tree Mgt., Inc. shall provide the Settlement  
24 Administrator with data that is within Defendant Oak Tree Mgt., Inc.'s possession containing, for each  
25 Class Member: (a) The Class Member's name; (b) the Class Member's last known address; (c) the  
26 Class Member's social security number; (d) the Class Member's first date of employment in California  
27 in a non-exempt job position; and (e) the Class Member's last date of employment (if any) in California  
28 in a non-exempt job position. This Class information is confidential and not to be disclosed to anyone

1 other than the Settlement Administrator. This information shall be based on Defendant Oak Tree Mgt.,  
2 Inc.'s payroll and other business records, and shall be in a format readily accessible to it.

3 Within twenty-eight (28) days following the Preliminary Approval Date, the Settlement  
4 Administrator shall determine the number of shifts worked by each Class Member; populate the data  
5 for each Class Member accordingly; conduct a National Change of Address search to update any  
6 addresses provided; and thereafter mail a copy of the Notice to all Class Members by first class regular  
7 U.S. Mail, using the most current mailing address information provided by Defendant Oak Tree Mgt.,  
8 Inc. and/or obtained by the Settlement Administrator. The Class Notice shall also contain an easily  
9 understood statement alerting the Class Members that, unless they elect to Opt Out of the Class  
10 Settlement, the Class Member is releasing and waiving all Released Claims against the Released  
11 Parties.

12 The Class Notice will inform Class Members of their estimated share of the settlement and the  
13 number of shifts they worked during the Class Period. Class Members may dispute their shifts if they  
14 believe they worked more weeks in the Class Period than Defendants' records show by submitting  
15 information to the Settlement Administrator no later than sixty (60) days after being mailed the Class  
16 Notice and Share Form by the Settlement Administrator, which is the defined Response Deadline. The  
17 Settlement Administrator will jointly work with Plaintiff and Defendants to resolve the dispute in good  
18 faith. If Plaintiff and Defendants cannot agree over the shifts to be credited, the Settlement  
19 Administrator shall make the final decision based on the information presented by the Class Member  
20 and Defendants.

21 The Settlement Administrator will engage in address searches consistent with its normal  
22 practices in administering settlements of wage claims, including skip tracing. Such search efforts shall  
23 include, where necessary, using social security numbers to obtain better address information and  
24 attempting to call such Class Members.

25 **6.5. OPT-OUT PROCEDURE**

26 Class Members who do not timely Opt Out of the Class Settlement will be deemed to participate  
27 in the Class Settlement and shall become Class Participants without having to submit a claim form or  
28 take any other action. To Opt Out of the Class Settlement, the Class Member must submit a letter or

1 postcard to the Settlement Administrator by the Response Deadline. The Opt Out request must state  
2 the Class Member's name, address, telephone number, and signature. The Opt Out request should state  
3 something to the effect of:

4 "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE CARLOS  
5 SANCHEZ ROSALEZ V. VISTA VERDE FARMS INC., ET AL. LAWSUIT. I  
6 UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT  
7 CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT  
8 OF THIS LAWSUIT AND WILL NOT BE RELEASING ANY CLAIMS I MIGHT  
9 HAVE."

10  
11 Any Opt Out request that is not postmarked by the Response Deadline will be invalid.

12 Any returned envelopes from this mailing with forwarding addresses will be utilized by the  
13 Settlement Administrator to forward the Notices to the Class Members. Notices returned to the  
14 Settlement Administrator as non-delivered shall be re-sent to the forwarding address, if any, on the  
15 returned envelope. Upon completion of these steps by the Settlement Administrator, the Parties shall  
16 be deemed to have satisfied their obligation to provide the Notice to the affected Class Member. The  
17 affected Class Member shall remain a Class Participant and shall be bound by all the terms of this  
18 Stipulation and the Court's Final Order and Judgment. Any Re-Mailing of the Notice shall extend the  
19 receipt deadline by a period of fifteen (15) calendar days.

20 It will be presumed that, if an envelope containing the Class Notice has not been returned within  
21 twenty-eight (28) days of the mailing, the Class Member received the Class Notice. At least ten (10)  
22 days prior to the Final Approval and Fairness Hearing, the Settlement Administrator shall provide Class  
23 Counsel and Defense Counsel with a Declaration of Due Diligence and Proof of Mailing with regard  
24 to the mailing of the Class Notice and its attempts to locate Class Members. The declaration shall  
25 specify the number of Class Members to whom the Class Notice was sent and the number of Class  
26 Members to whom the Class Notice was not delivered, as well as information relating to the number  
27 of Opt-Outs and objectors. Class Counsel shall file this declaration with the Court.  
28

1 If the Settlement Administrator determines that an Opt Out request returned by a Class Member  
2 before the Response Deadline is deficient, then the Settlement Administrator shall mail a deficiency  
3 letter to that Class Member identifying the problem. If a Class Member submits both a dispute and an  
4 Opt Out request, the Settlement Administrator shall make reasonable attempts to clarify if the Opt Out  
5 request were deficient. If the Class Member fails to cure the deficiency, the Opt Out request shall be  
6 disregarded and the class member will be paid, and the Class Member will become bound by the  
7 judgment.

8 A request to Opt Out of the Class Settlement shall not serve to exclude the Class Member from  
9 participation in the PAGA Settlement Class. Members of the PAGA Settlement Class shall have no  
10 right or ability to opt out of the portion of this Settlement Agreement releasing PAGA claims.

11 Class Participants will be bound by the Release of Released Claims set forth in the definition  
12 of “Released Claims” provided in this Settlement Agreement.

13 **6.6. OBJECTION PROCEDURE**

14 The Class Notice shall inform the Class Members of their right to object to the Class Settlement.  
15 Any Class Member who wishes to object to the Class Settlement must submit a written objection to the  
16 Settlement Administrator no later than the Response Deadline and must file with the Court, and serve  
17 on all parties a written statement of objection. Only Class Participants may object to the Settlement.  
18 The objection must include the case name and number and must set forth, in clear and concise terms,  
19 a statement of the reasons why the objector believes that the Court should find that the proposed Class  
20 Settlement is not in the best interest of the Settlement Class and the reasons why the Class Settlement  
21 should not be approved, including the legal and factual arguments supporting the objection. If an  
22 objector also wishes to appear at the Final Approval and Fairness Hearing, in person or through an  
23 attorney, they need not file a notice of intention to appear at the same time as the objection is filed.

24 The Settlement Administrator will promptly serve copies of any objection or notice of intention  
25 to appear on Class Counsel and Defense Counsel. Class Counsel shall lodge a copy of the objection  
26 with the Court. Class Members may appear at the Final Approval Hearing, either in person or through  
27 a lawyer retained at their own expense whether or not they have submitted a timely written objection  
28 and notice of intention to appear pursuant to this subsection.

1 In the event that the Court approves this Settlement notwithstanding the objections of any Class  
2 Members, Class Members who object to the Settlement will nonetheless be bound by the Settlement.  
3 Class Members who have opted out of the Settlement do not have standing to object to the Settlement  
4 or to file an appeal.

5 **6.7. NOTICE OF FINAL JUDGMENT**

6 Within ten (10) days after the Court has held a Final and Fairness Approval Hearing and entered  
7 a final order certifying the Class for settlement purposes only and approving the Class Settlement, the  
8 Settlement Administrator will give notice of judgment to Class Members pursuant to rule 3.771(b) of  
9 the California Rules of Court, by posting a copy of said order and final judgment on its website at a  
10 web address to be included in the Class Notice.

11 **7. CLASS SETTLEMENT FUNDING AND DISTRIBUTION**

12 **7.1. ALLOCATION OF THE GROSS SETTLEMENT AMOUNT**

13 The claims of all Class Members are settled for the Gross Settlement Amount of \$85,000.00,  
14 which will be allocated as follows:

- 15 1. The Administrative Expenses, not to exceed \$6,000;
- 16 2. Class Counsel's attorney fees not to exceed \$ 28,333.33;
- 17 3. Class Counsel's litigation costs and expenses not to exceed \$6,000.00;
- 18 4. The Incentive Award, not to exceed \$5,000.00; and
- 19 5. PAGA Payment to LWDA of \$6,000.00.

20 For purposes of calculating the estimated Individual Settlement Amounts, the Settlement  
21 Administrator shall calculate the estimated Net Settlement Amount based on the estimated values  
22 provided above prior to sending Notice to the Class Members. Prior to final distribution, the Settlement  
23 Administrator shall recalculate the final Net Settlement Amount based on the actual values of the  
24 amounts in each category.

25 **7.2. CALCULATION OF THE INDIVIDUAL SETTLEMENT AMOUNTS FOR**  
26 **CLASS PARTICIPANTS**

27 Individual Settlement Amounts to be paid to Class Participants shall be paid from the Net  
28 Settlement Amount. The portion of the Net Settlement Amount shall be distributed pro rata on a

1 “checks cashed” basis based on the proportional number of weeks worked by each Class Member  
2 during the Class Period.

3 The Settlement Administrator shall be solely and exclusively responsible for calculating the  
4 Individual Settlement Amounts for Class Participants. Defendants shall have no responsibility for  
5 deciding the validity of the Individual Settlement Amounts or any other payments made pursuant to  
6 this Settlement Agreement, shall have no involvement in or responsibility for the determination or  
7 payment of Employee’s Taxes and Required Withholding, and shall have no liability for any errors  
8 made with respect to such Employee’s Taxes and Required Withholding. Although the Settlement  
9 Administrator will calculate and pay the standard Employee’s Taxes and Required Withholding on the  
10 portion of the Individual Settlement Amounts constituting wages on their behalf, Plaintiff and Class  
11 Participants represent and understand that they shall be solely responsible for any and all tax obligation  
12 associated with their respective Individual Settlement Amounts and Incentive Awards.

13 **7.3. CALCULATION OF THE PAYMENTS FOR INDIVIDUAL MEMBERS OF**  
14 **THE PAGA SETTLEMENT CLASS**

15 Each member of the PAGA Settlement Class shall be entitled to receive a portion of the PAGA  
16 Payment. The PAGA Payment shall consist of the penalties pursuant to PAGA that the Parties have  
17 agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which  
18 is \$8,000.00. The PAGA Payment is to be approved by the Court pursuant to Labor Code section 2699  
19 and is to be distributed as follows: seventy-five percent (75%) (i.e., \$6,000.00) to the LWDA and  
20 twenty-five percent (25%) (i.e., \$2,000.00) to the PAGA Settlement Class.

21 The Settlement Administrator shall be responsible for calculating the Individual PAGA  
22 Payments for the PAGA Settlement Class. The portion of the PAGA Payment allocated to the PAGA  
23 Settlement Class shall be distributed to the PAGA Settlement Class based on the pro rata number of  
24 pay periods worked by each particular PAGA Settlement Class member during the PAGA Period as a  
25 proportion of all pay periods worked by all PAGA Settlement Class members during the PAGA Period.  
26 Each member of the PAGA Settlement Class, including Plaintiff, shall be responsible for the payment  
27 of the Employee’s Taxes and Required Withholding with respect to their share of the PAGA Payment  
28 and shall hold Defendants harmless from any and all liability with regard thereto.

1 Defendants shall have no responsibility for deciding the validity of the individual payment  
2 amounts allocated to each member of the PAGA Settlement Class or any other payments made pursuant  
3 to this Settlement Agreement, shall have no involvement in or responsibility for the determination or  
4 payment of Employee's Taxes and Required Withholding, and shall have no liability for any errors  
5 made with respect to such Employee's Taxes and Required Withholding.

6 The members of the PAGA Settlement Class shall be solely responsible for any and all tax  
7 obligation associated with their respective shares of the PAGA Payment.

8 **7.4. TIME FOR PAYMENT OF ATTORNEY FEES AND EXPENSES**

9 The Settlement Administrator shall distribute to Class Counsel any attorney fees and expenses  
10 approved by the Court to Class Counsel no later than forty (40) days after the Effective Date.

11 **7.5. TIME FOR PAYMENT OF INCENTIVE AWARD**

12 The Settlement Administrator shall distribute to Plaintiff the Incentive Award approved by the  
13 Court no later than forty (40) days after the Effective Date.

14 **7.6. TIME FOR PAYMENT OF PAGA PAYMENT TO THE LWDA**

15 The Settlement Administrator shall distribute to the LWDA the portion of the PAGA Payment  
16 due to it and approved by the Court no later than forty (40) days after the Effective Date.

17 **7.7. TIME FOR PAYMENT OF TAXES AND REQUIRED WITHHOLDING AND**  
18 **INDIVIDUAL SETTLEMENT AMOUNTS**

19 The Settlement Administrator shall make every effort to pay the Employee's Taxes and  
20 Required Withholding associated with each Class Participant's Individual Settlement Amount and mail  
21 the Individual Settlement Amount to each Class Participant, by first-class United States mail, to the  
22 last-known address no later than forty (40) days after the Effective Date. If the Settlement  
23 Administrator is not able to do so within the time period set forth above, it shall so inform Class Counsel  
24 and Defense Counsel and provide an approximate date by which the Employee's Taxes and Required  
25 Withholding shall be paid and the Individual Settlement Amounts will be mailed. Under no  
26 circumstances shall the Settlement Administrator distribute checks to Class Participants until all  
27 Individual Settlement Amounts have been considered, calculated, and accounted for, and all of the  
28 remaining monetary obligations have been calculated and accounted for.

1           Within one hundred twenty (120) days of mailing the Individual Settlement Amounts to Class  
2 Participants or as Ordered by the Court, the Settlement Administrator shall file with the Court and  
3 provide to Class Counsel a declaration of payment. In the event that any Class Participant is deceased,  
4 payment shall be made payable to the estate of that Class Member and delivered to the executor or  
5 administrator of that estate, unless the Settlement Administrator has received an affidavit or declaration  
6 pursuant to California Probate Code section 13101, in which case payment shall be made to the  
7 affiant(s) or declarant(s).

8           **7.8. NON-CASHED SETTLEMENT CHECKS**

9           Any funds associated with checks that have not been cashed within one hundred eighty (180)  
10 days, will become void and the Individual Settlement Amount associated with the uncashed check will  
11 be distributed pursuant to Code of Civil Procedure section 384 to the Solano County Legal Aid and Pro  
12 Bono Services. For the purposes of determining whether Defendants have met their financial obligation  
13 to pay the Individual Settlement Payment, Defendants will be deemed to have fulfilled their obligation  
14 upon the mailing of the check to the Class Member, regardless of whether such Class Member  
15 subsequently negotiates the check.

16           **7.9. DISPUTES REGARDING CLASS MEMBER SHIFTS DATA OR PAYMENT OF**  
17           **INDIVIDUAL SETTLEMENT SHARES**

18           Each Class Member may dispute the number of Shifts or their estimated Individual Settlement  
19 Amount contained on their Class Notice (“shifts Dispute”). Class Member shifts and the corresponding  
20 Individual Settlement Amount shall be calculated using the employment and payroll records of  
21 Defendants, which presumptively shall be deemed to be full, complete, and accurate for purposes of  
22 this Settlement Agreement. To overcome that presumption, any Class Member objecting to the  
23 accuracy of the number of shifts or amount of the Individual Settlement Amount must submit  
24 documentary evidence, such as pay stubs or other written employment records, to the Settlement  
25 Administrator.

26           Any shifts Dispute must be mailed or faxed to the Settlement Administrator by the Class  
27 Member, postmarked or fax-stamped on or before the Response Deadline. The Settlement  
28 Administrator shall immediately provide copies of all disputes to counsel for Defendants, shall inform

1 Class Counsel of the dispute without disclosing the identity of the Class Member making the dispute,  
2 and shall immediately attempt to resolve all such disputes directly with relevant Class Members with  
3 the assistance of Defendants, Defense Counsel, and Class Counsel. If the dispute cannot be resolved,  
4 it shall be submitted to the Settlement Administrator for its final, non-appealable decision. The  
5 Settlement Administrator shall use its best efforts to resolve all such disputes prior to the Effective  
6 Date. If, however, a dispute arises or is not resolved until after the Settlement Amount has been  
7 distributed, the initial calculation shall stand (as Defendants shall be under no obligation to pay any  
8 amounts in excess of the Gross Settlement Amount under this Settlement Agreement).

9 **8. NULLIFICATION OF THIS SETTLEMENT AGREEMENT**

10 **8.1. NON-APPROVAL OF THIS SETTLEMENT AGREEMENT**

11 This Stipulation shall be considered null and void, all Parties to the Class Settlement shall stand  
12 in the same position, without prejudice, as if the Class Settlement had been neither entered into nor  
13 filed with the Court, and any order of judgment entered by the Court in furtherance of the settlement  
14 shall be vitiated *nunc pro tunc*, if any of the following occurs: (a) the Court should for any reason fail  
15 to approve this Settlement Agreement in the form agreed to by the Parties; (b) the Court does not enter  
16 the Final Settlement Approval Order and Judgment as provided for herein or contemplated by this  
17 Stipulation; (c) the Court does not enter a Final Settlement Approval Order and Judgment as provided  
18 for herein that becomes final as a result of the occurrence of the Effective Date; or (d) the Settlement  
19 does not become final for any other reason. Notwithstanding the foregoing, the Parties may attempt in  
20 good faith to cure any perceived defects in this Settlement Agreement to facilitate approval.

21 **8.2 Parties' Rights to Void Class Settlement; Escalator Provision**

22 If five percent (5%) or more members of the Settlement Class timely submit Opt Out requests,  
23 Defendants shall have the right (but not the obligation) to void this Settlement Agreement, in which  
24 case this Stipulation will not have any force and/or effect. Class Counsel and Plaintiff agree not to  
25 oppose any application by Defendants and/or its Counsel that is consistent with this paragraph. The  
26 Parties and their counsel agree not to take any action to encourage any Class Members to opt out of  
27 and/or object to the Settlement Agreement.  
28

1 If the Settlement is voided, no payment will be made by Defendants to Plaintiff, any Class  
2 Member, or Class Counsel; and all Parties and third parties referenced in this Stipulation will bear their  
3 own costs, fees, and expenses associated with the Litigation.

4 If the number of shifts worked by the Class Members during the Class Period is ultimately  
5 determined by the Settlement Administrator to be 11,000 or more, then the Gross Settlement Amount  
6 shall be increased by the same number of percentage points by which the number of shifts exceeding  
7 11,000 shifts were worked by the class members.

## 8 **8.2. STAY ON APPEAL**

9 If an appeal is filed from the Court's Final Settlement Approval Order and Judgment prior to  
10 the Effective Date, administration of the Settlement shall be immediately stayed pending final  
11 resolution of the appeal process.

12 In the event of a timely appeal from the approval of the Class Settlement and judgment prior to  
13 the Effective Date, the judgment and administration of the Settlement shall be immediately stayed  
14 pending final resolution of the appeal process.

## 15 **9. MOTIONS FOR COURT APPROVAL**

### 16 **9.1. PRELIMINARY APPROVAL**

17 As soon as practicable after execution of this Settlement Agreement, Class Counsel will submit  
18 this Settlement Agreement to the Court along with a Motion for Preliminary Approval of the Class  
19 Settlement, and shall apply to the Court for the entry of an order substantially in the following form:

20 a) Scheduling a fairness hearing on the question of whether the proposed Settlement –  
21 including payment of attorneys' fees, attorneys' costs, appointment of the Class Representative and the  
22 amount of his enhancement award, and the method of determining Individual Settlement Amounts to  
23 be paid to Class Participants, should be finally approved as fair, reasonable, and adequate as to the  
24 Class;

25 b) Approving as to form and content the proposed Class Notice and Share Form (attached  
26 as Exhibit 1 and Exhibit 2, respectively);

27 c) Directing the mailing to Class Members of the Notice, by first class U.S. Mail, pursuant  
28 to the terms specified herein;

1 d) Preliminarily approving the Settlement, subject only to the objections of Class Members  
2 and final review by the Court; and

3 e) Enjoining the Class Representative and all Class Members from filing or prosecuting  
4 any claims, suits, or administrative proceedings (including filing claims with the California Division  
5 of Labor Standards Enforcement) regarding claims released by the Settlement unless such individuals  
6 have submitted valid Requests for Exclusion to the Administrator.

7 Each party shall cooperate to present the Class Settlement to the Court for preliminary approval  
8 in a timely fashion. While Defendants can reserve their right to object to facts or assertions made in the  
9 moving papers, Defense Counsel shall file a notice of non-opposition to the granting of the motion for  
10 preliminary approval or join in the motion.

11 To the extent the Court does not approve this Stipulation, or any term contained herein, and  
12 instead allows the Parties to amend this Stipulation, the Parties agree to cooperate in good faith to  
13 amend the Stipulation in accordance with the Court's direction, and to retain all other terms of the  
14 Stipulation that the Court approves.

15 **9.2. FINAL APPROVAL**

16 Class Counsel shall timely prepare Final Settlement Papers in conformance with the terms of  
17 this Stipulation, including: (1) motion for final approval of the Settlement and award of attorneys' fees  
18 and costs and enhancement award (2) the [Proposed] Final Settlement Order; and (3) any other  
19 documents, petitions, or motions required to effectuate this Settlement – including, but not limited to,  
20 any additional proposed orders requested by the Court. Class Counsel shall provide copies of such  
21 documents to Defendant's counsel at least three (3) days before filing for comment, though Class  
22 Counsel is not required to obtain Defendant's approval before filing.

23 The Final Approval and Fairness Hearing shall be held before the Court. At the Final Approval  
24 and Fairness Hearing, Plaintiff shall move the Court for the entry of the final order certifying the  
25 Settlement Class for settlement purposes only and approving the Class Settlement as being fair,  
26 reasonable, and adequate to the Class Participants within the meaning of California Rules of Court,  
27 Rule 3.769, subdivisions (c), (d) and (e), and for the entry of a final judgment of the Action consistent  
28 with the terms of the Class Settlement and rule 3.769, subdivision (h), of the California Rules of Court.

1 Class Counsel and Defense Counsel shall submit to the Court such pleadings and/or evidence as may  
2 be required for the Court's determination.

3 **10. RELEASES AND WAIVERS**

4 **10.1. RELEASE OF CLAIMS BY PLAINTIFF AND SETTLEMENT CLASS**

5 Upon the date Defendants fund the Gross Settlement Amount, Plaintiff and the Releasing  
6 Parties shall be deemed to each release the Released Parties, and each of them, of and from any and all  
7 Released Claims arising during the Class Period. It is the desire of the Parties and the Releasing Parties  
8 to fully, finally, and forever settle, compromise, and discharge the Released Claims. Each of the  
9 Releasing Parties, including each Class Participant, will be bound by the release of Released Claims as  
10 a result of the Class Settlement and to the terms of the final judgment and the satisfaction of such  
11 judgment.

12 Class Participants will be deemed to have acknowledged and agreed that their claims for wages  
13 and/or penalties in the Action are disputed, and that their Individual Settlement Amount constitutes  
14 payment of all sums allegedly due to them. Class Participants will be deemed to have acknowledged  
15 and agreed that California Labor Code section 206.5 is not applicable to the Individual Settlement  
16 Amount. That section provides in pertinent part as follows:

17 "An employer shall not require the execution of a release of a claim or right on account  
18 of wages due, or to become due, or made as an advance on wages to be earned, unless  
19 payment of those wages has been made."  
20

21 **10.2. GENERAL RELEASE OF CLAIMS BY NAMED PLAINTIFF**

22 In addition to the release set forth in Paragraph 10.1 above, Plaintiff, on behalf of himself and  
23 his dependents, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, agents,  
24 trustees, conservators, guardians, personal representatives, and successors-in-interest, whether  
25 individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other  
26 capacity, shall and does hereby forever release, discharge and agree to hold harmless the Released  
27 Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements,  
28 controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and

1 expenses (including attorney fees and costs), known or unknown, at law or in equity, which she may  
2 now have or may have after the signing of this Settlement Agreement, arising out of or in any way  
3 connected with his employment with Defendant including, the Released Claims, claims that were  
4 asserted or could have been asserted in the Complaint, and any and all transactions, occurrences, or  
5 matters between the Parties occurring prior to the date this Settlement Agreement is fully executed.  
6 Without limiting the generality of the foregoing, this release shall include, but not be limited to, any  
7 and all claims under: (a) the Americans with Disabilities Act; (b) Title VII of the Civil Rights Act of  
8 1964; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981; (e) the Age Discrimination in  
9 Employment Act; (f) the Fair Labor Standards Act; (g) the Equal Pay Act; (h) the Employee Retirement  
10 Income Security Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the  
11 Rehabilitation Act of 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966;  
12 (m) the California Fair Employment and Housing Act; (n) the California Constitution; (o) the  
13 California Labor Code; (p) the California Government Code; (q) the California Civil Code; and (r) any  
14 and all other federal, state, and local statutes, ordinances, regulations, rules, and other laws, and any  
15 and all claims based on constitutional, statutory, common law, or regulatory grounds as well as any  
16 other claims based on theories of wrongful or constructive discharge, breach of contract or implied  
17 contract, fraud, misrepresentation, promissory estoppel, or intentional infliction of emotional distress,  
18 negligent infliction of emotional distress, or damages under any other federal, state, or local statutes,  
19 ordinances, regulations, rules, or laws. This release is for any and all relief, no matter how denominated,  
20 including, but not limited to, back pay, front pay, vacation pay, bonuses, compensatory damages,  
21 tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorney  
22 fees and costs, and Plaintiff hereby forever releases, discharges and agrees to hold harmless Defendant  
23 and the Released Parties from any and all claims for attorney fees and costs arising out of the matters  
24 released in this Settlement Agreement.

25 Plaintiff specifically acknowledges that she is aware of and familiar with the provisions of  
26 California Civil Code section 1542, which provides as follows:

27 “A general release does not extend to claims that the creditor or releasing party does not know  
28 or suspect to exist in his or her favor at the time of executing the release and that, if known by

1 him or her, would have materially affected his or her settlement with the debtor or released  
2 party.”

3 Plaintiff, being aware of California Civil Code section 1542, hereby expressly waives and  
4 relinquishes all rights and benefits she may have under section 1542 as well as any other statutes or  
5 common law principles of a similar effect. Plaintiff may hereafter discover facts in addition to or  
6 different from those which she now knows or believes to be true with respect to the subject matter of  
7 all the claims referenced herein, but agrees that, upon the Effective Date, Plaintiff shall and hereby  
8 does fully, finally, and forever settle and release any and all claims against the Released Parties, known  
9 or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have  
10 been asserted upon any theory of law or equity without regard to the subsequent discovery of existence  
11 of such different or additional facts. Plaintiff’s general release shall extend up to the Final Order and  
12 Judgment. Plaintiff represents and acknowledges that as of the date of execution of this Agreement she  
13 is under 40 years of age.

14 **10.3. CIRCULAR 230 DISCLAIMER**

15 Each party to this Settlement Agreement (for purposes of this section, the “Acknowledging  
16 Party”; and each party to this Agreement other than the Acknowledging Party, an “Other Party”)  
17 acknowledges and agrees that (1) no provision of this Settlement Agreement, and no written  
18 communication or disclosure between or among the parties or their attorneys and other advisers, is or  
19 was intended to be, nor shall any such communication or disclosure constitute or be construed or be  
20 relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31  
21 C.F.R. Part 10); (2) the Acknowledging Party (a) has relied exclusively upon him or its own  
22 independent legal and tax advisers for advice (including tax advice) in connection with this Settlement  
23 Agreement, (b) has not entered into this Settlement Agreement based upon the recommendation of any  
24 other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any  
25 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that  
26 may be imposed on the Acknowledging Party; and (3) no attorney or adviser to any other party has  
27 imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies  
28 (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party

1 of the tax treatment or tax structure of any transaction, including any transaction contemplated by this  
2 Settlement Agreement.

3 **11. DUTIES OF THE PARTIES**

4 **11.1. MUTUAL FULL COOPERATION**

5 The Parties agree to cooperate fully with one another to accomplish and implement the terms  
6 of this Settlement Agreement. Such cooperation shall include, but not be limited to, execution of such  
7 other documents and the taking of such other actions as may reasonably be necessary to fulfill the terms  
8 of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated  
9 by this Settlement Agreement and any other efforts that may become necessary by court order or  
10 otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable  
11 after execution of this Settlement Agreement, Class Counsel, with the cooperation of Defendants and  
12 Defense Counsel, shall take all necessary and reasonable steps to secure the Court's final approval of  
13 this Settlement Agreement.

14 **11.2. DUTY TO SUPPORT AND DEFEND THE CLASS SETTLEMENT**

15 The Parties agree to abide by all of the terms of this Settlement Agreement in good faith and to  
16 support the Class Settlement fully and to use their best efforts to defend this Class Settlement from any  
17 legal challenge, whether by appeal or collateral attack.

18 **12. MISCELLANEOUS PROVISIONS**

19 **12.1. ENFORCEMENT**

20 Notwithstanding anything else contained herein, this Settlement Agreement shall be  
21 enforceable under California Code of Civil Procedure section 664.6 and admissible under California  
22 Evidence Code section 1123, subdivision (a), and the Federal Rules of Evidence.

23 **12.2. DIFFERENT FACTS**

24 The Parties acknowledge that, except for matters expressly represented herein, the facts in  
25 relation to the dispute and all claims released by the terms of this Settlement Agreement may turn out  
26 to be different from the facts now known by each party and/or its counsel, or believed by such Party or  
27 counsel to be true, and each Party therefore expressly assumes the risk of the existence of different or  
28

1 presently unknown facts, and agrees that this Settlement Agreement shall be in all respects effective  
2 and binding despite such difference.

3 **12.3. NO PRIOR ASSIGNMENTS**

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

8 **12.4. NON-ADMISSION**

9 Nothing contained herein is to be construed or deemed to be an admission of liability or  
10 wrongdoing by Defendants. This Stipulation and the attached exhibits are settlement documents, and,  
11 pursuant to California Evidence Code section 1152, these documents shall be inadmissible in any  
12 proceeding except in an action or proceeding to approve, interpret, or enforce this Stipulation.

13 **12.5. NON-EVIDENTIARY USE**

14 Neither this Agreement nor any of its terms, nor any statements or conduct in the negotiation  
15 or drafting of it, shall be offered or used as evidence by Plaintiff, any Class Member (including any  
16 individual who requested to be excluded from the Settlement Class), Defendants, or its, her, his, or  
17 their respective counsel, in the Action, except as is reasonably necessary to effectuate the Settlement  
18 Agreement's purpose and terms. This Settlement Agreement may, however, be used by Defendants  
19 and the Released Parties to prove or defend against any claim released herein by any Class Member in  
20 any judicial, quasi-judicial, administrative, or governmental proceeding.

21 **12.6. MEDIA OR PRESS**

22 Plaintiff and Defendants, and their respective counsel, recognize, accept, and agree that the  
23 Parties to this Settlement Agreement desire that the terms of this Settlement Agreement, the fact of the  
24 Class Settlement embodied in this Settlement Agreement, the disposition of the Action, the Action, and  
25 all matters relating to the litigation of the Action, including discovery proceedings therein, and evidence  
26 obtained during the course of the Action, shall not be discussed with, publicized, or presented to the  
27 media or press. The Parties and their counsel shall not issue press releases, communicate with, or  
28 respond to any media or publication entities, publish information in manner or form, whether printed

1 or electronic, on any medium or otherwise communicate, whether by print, video, recording or any  
2 other medium, with any person or entity concerning the Settlement Agreement, including the fact of  
3 the Settlement Agreement, its terms or contents and the negotiations underlying the Settlement  
4 Agreement, except as shall be contractually required to effectuate the terms of the Settlement  
5 Agreement. However, for the limited purpose of allowing Class Counsel to prove adequacy as class  
6 counsel in other actions, Class Counsel may disclose a brief description of the case and the fact of  
7 settlement. In response to any inquiries, including those from media outlets, concerning the settlement,  
8 the Parties and their respective counsel agree that they shall simply respond by stating, “the matter has  
9 resolved.”

#### 10 **12.7. NON-RETALIATION**

11 Defendants understand and acknowledge that they have a legal obligation to not retaliate against  
12 any Class Member who elects to participate in the Class Settlement or elects to Opt Out of the Class  
13 Settlement. Defendants will refer any inquiries regarding this Class Settlement to the Settlement  
14 Administrator or Class Counsel and will not discourage Class Members who are employees, directly  
15 or indirectly, from making claims, opting out, or objecting to the Class Settlement. None of the Parties,  
16 or their respective attorneys or agents, shall solicit or encourage any Class Members, directly or  
17 indirectly, to Opt Out of the Class Settlement.

#### 18 **12.8. CONSTRUCTION**

19 The Parties agree that the terms and conditions of this Settlement Agreement are the result of  
20 lengthy, intensive, arms-length, non-collusive negotiations between the Parties and that this Settlement  
21 Agreement is not to be construed in favor of or against any party by reason of the extent to which any  
22 party or its counsel participated in the drafting of this Settlement Agreement. If any of the dates in this  
23 Settlement Agreement fall on a weekend, bank or court holiday, the time to act shall be extended to the  
24 next business day.

#### 25 **12.9. GOVERNING LAW**

26 This Settlement Agreement is intended to and shall be governed by the laws of the State of  
27 California, without regard to conflict of law principles, in all respects, including execution,  
28 interpretation, performance, and enforcement.

1           **12.10. NOTICES**

2           Except for Class Member notices required to be made by the Settlement Administrator, all  
3 notices or other communications required or permitted under this Settlement Agreement shall be in  
4 writing and shall be sufficiently given if delivered in person to the party or their counsel by U.S.  
5 certified mail, postage prepaid, e-mail, facsimile, or overnight delivery addressed to the address of the  
6 party appearing in this Settlement Agreement.

7           **12.11. CAPTIONS AND INTERPRETATIONS**

8           Section titles or captions contained herein are inserted as a matter of convenience and for  
9 reference only and in no way define, limit, extend, or describe the scope of this Settlement Agreement  
10 or any provision thereof.

11           **12.12. MODIFICATION**

12           This Settlement Agreement may not be changed, altered, or modified, except in writing signed  
13 by the Parties. This Settlement Agreement may not be discharged except by performance in accordance  
14 with its terms or by a writing signed by the Parties.

15           **12.13. INTEGRATION CLAUSE**

16           This Settlement Agreement contains the entire agreement between the Parties relating to the  
17 Class Settlement of the Action and the transactions contemplated thereby, and all prior or  
18 contemporaneous agreements, understandings, representations, and statements, whether oral or written,  
19 and whether by a party or such party’s legal counsel, are upon full execution of this agreement hereby  
20 superseded. No rights under this Settlement Agreement may be waived except in writing as provided  
21 above.

22           **12.14. SUCCESSORS AND ASSIGNS**

23           This Settlement Agreement shall be binding on and inure to the benefit of the Parties and Class  
24 Members (excluding only persons who timely Opt Out) and their respective present and former heirs,  
25 trustees, executors, administrators, representatives, officers, directors, shareholders, agents, employees,  
26 insurers, attorneys, accountants, auditors, advisors, consultants, pension plans, welfare benefit plans,  
27 fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint ventures, predecessors,  
28 successors, and assigns.

1                   **12.15. CORPORATE SIGNATORIES**

2                   Any person executing this Settlement Agreement or any such related document on behalf of a  
3 corporate signatory or on behalf of a partnership hereby warrants and promises, for the benefit of all  
4 Parties hereto, that such person has been duly authorized by such corporation or partnership to execute  
5 this Settlement Agreement or any such related document.

6                   **12.16. EXECUTION IN COUNTERPARTS**

7                   This Settlement Agreement shall become effective upon its execution by all of the undersigned.  
8 The Parties may execute this Settlement Agreement in counterparts, and execution of counterparts shall  
9 have the same force and effect as if all Settling Parties had signed the same instrument.

10                   **12.17. ATTORNEY FEES, COSTS, AND EXPENSES**

11                   Except as otherwise specifically provided for herein, each party shall bear his or its own  
12 attorney fees, costs, and expenses, taxable or otherwise, incurred by them in or arising out of the Action  
13 and shall not seek reimbursement thereof from any other party to this Settlement Agreement.

14                   **12.18. ACTION TO ENFORCE AGREEMENT**

15                   In the event that any of the Parties to this Stipulation institutes any legal action, arbitration, or  
16 other proceeding against any of the other Parties to enforce the provisions of this Stipulation or to  
17 declare rights or obligations under this Stipulation, the prevailing party shall be entitled to recover his  
18 or its attorney fees and costs incurred in connection with any such enforcement proceedings.

19                   **12.19 JURISDICTION OF THE COURT**

20                   The Court shall retain jurisdiction with respect to the interpretation, implementation, and  
21 enforcement of the terms of this Stipulation and all orders and judgments entered in connection  
22 therewith.

23                   **12.20 EXHIBITS INCORPORATED BY REFERENCE**

24                   The terms of this Stipulation include the terms set forth in any attached Exhibit, which are  
25 incorporated by this reference as though fully set forth herein. Any Exhibit to this Stipulation is an  
26 integral part of the Settlement.

27                   **12.21 INTERIM STAY OF PROCEEDINGS**

28

1 The Parties agree to refrain from further litigation in the Action, except such proceedings  
2 necessary to implement and obtain an Order granting Final Approval of the terms of the Settlement.  
3 The Parties further agree that the mutual, voluntary cessation of litigation shall terminate either as of  
4 the Effective Date or the date upon which this Settlement has been denied by the Court and all  
5 subsequent attempts to cure deficiencies have ended.

6 **12.22 BINDING AGREEMENT**

7 The Parties intend that this Settlement shall be fully enforceable and binding on all Parties, and  
8 that it shall be admissible and subject to disclosure in any proceeding to enforce its terms,  
9 notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or  
10 state law.

11 **13. EXECUTION**

12 The Parties and their counsel have executed this Settlement Agreement on the date below their  
13 signatures or the signature of their representatives. The date of this Settlement Agreement shall be the  
14 date of the latest signature.

15 **APPROVAL AND EXECUTION BY PARTIES**

16 **CLASS REPRESENTATIVE:**

17  
18 Dated: \_\_\_\_\_

\_\_\_\_\_  
Carlos Sanchez Rosales  
Plaintiff and Class Representative

19  
20  
21 **DEFENDANT:**

**VISTA VERDE FARMS, INC.**

22  
23 Dated \_\_\_\_\_

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

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

24  
25  
26 **OAK TREE AG MGT., INC.**

27 Dated \_\_\_\_\_

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

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**LAW OFFICE OF FARRAH MIRABEL**

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Farrah Mirabel, Esq.  
Attorneys for Plaintiff

**EMPLOYMENT RIGHTS LAW GROUP, APC**

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Amir Seyedfarshi  
Attorneys for Plaintiff

**LITTLER MENDELSON, P.C.**

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Gerardo Hernandez  
Attorneys for Defendant Oak Tree Ag

**MCCORMICK BARSTOW, LLP**

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Christina Tillman  
Attorneys for Defendant Vista Verde