

1 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

2 This Class Action and Private Attorneys General Act (“PAGA”) Settlement Agreement
3 of the case entitled *Adrian Aguilar v. Fisher Ranch Corporation*, Riverside County Superior
4 Court Case No. CVRI2201059, is entered into by and between Plaintiff Adrian Aguilar
5 (“Plaintiff” or “Class Representative”), individually, on behalf of all others similarly situated, and
6 as the PAGA representative of the State of California, and Defendant Fisher Ranch Corporation
7 subject to the terms and conditions herein and the Court’s approval.

8 **A. Definitions**

9 1. “Action” or “Lawsuit” means and refers to the case entitled *Adrian Aguilar v.*
10 *Fisher Ranch Corporation*, Case No. CVRI2201059 filed in Riverside County Superior Court.

11 2. “Agreement,” “Settlement Agreement,” “Settlement,” or “Stipulation” shall mean
12 this Class Action and PAGA Settlement Agreement and Release of Claims, including any
13 attached Exhibits.

14 3. “Class Claims” or “Released Class Claims” will include all claims that were
15 asserted or that could have been asserted based on the facts alleged in Plaintiff’s original
16 Complaint and Amended Complaint, whether known or unknown, including without limitation
17 all known and unknown claims arising out of any alleged failure to pay all minimum, regular, and
18 overtime wages, failure to provide meal periods or premium payments in lieu thereof, failure to
19 provide rest periods or premium payments in lieu thereof, failure to provide accurate itemized
20 wage statements, failure to reimburse necessary business expenses, failure to timely pay all wages
21 due at separation, violation of California Business & Professions Code sections 17200 *et seq.*,
22 and any and all related penalties that arose during the Class Period.

23 4. “Class Counsel” refers to Mehrdad Bokhour of Bokhour Law Group, P.C., Joshua
24 Falakassa of Falakassa Law, P.C., Zachary M. Crosner, Jamie K. Serb and Sepideh Ardestani of
25 Crosner Legal, P.C.

26 5. “Class Data” means a complete list that Defendant will diligently and in good faith
27 compile from its records and provide to the Settlement Administrator on one Confidential
28 spreadsheet and shall include the Settlement Class Members’ full names; last known addresses;

1 Social Security Numbers; and dates of employment during the Class Period and PAGA Period
2 and/or number of Pay Periods Worked as non-exempt or hourly employees of Defendant during
3 the Class Period and the PAGA Period for each Settlement Class Member.

4 6. “Class Member” refers to individual members of the Class.

5 7. “Class” and “Class Members” refers to all persons who are or were previously
6 employed by Defendant in California and classified as a non-exempt employee during the Class
7 Period.

8 8. “Class Period” shall mean March 14, 2018 through June 14, 2023.

9 9. “Class Representative” or “Plaintiff” means and refers to Adrian Aguilar.

10 10. “Complaint” refers to Plaintiff’s original Complaint and the operative First
11 Amended Complaint filed in the Riverside County Superior Court action entitled *Adrian Aguilar*
12 *v. Fisher Ranch Corporation*, Case No. CVRI2201059.

13 11. “Court” means the California Superior Court, County of Riverside.

14 12. “Defendant” means and refers to Fisher Ranch Corporation.

15 13. “Defendant’s Counsel” or “Defense Counsel” mean and refer to Seth G. Mehrten
16 of Barsamian & Moody.

17 14. “Effective Date” means the date when the Settlement becomes “Effective” which
18 will be 60 days after the notice of an order granting final approval of the Settlement is served,
19 provided there have been no appeals filed within that time. If an appeal is filed on or before the
20 65th day after final approval, the Effective Date shall be the date that the Settlement and any
21 ensuing order or judgment can no longer be appealed or challenged, and the Settlement has
22 become final and binding. Defendant Fisher Ranch Corporation shall fund the Settlement within
23 15 calendar days after the Effective Date. Payments to Class Counsel, Plaintiff Aguilar, the
24 Settlement Administrator, and Participating Class Members under the Settlement will occur
25 within 10 calendar days after the Settlement is funded. The Effective Date will not occur, and
26 Defendant will not be obligated to fund this Settlement, until and unless there is no possibility of
27 an appeal, writ, or further appeal that could potentially prevent this Settlement Agreement from
28 becoming final and binding.

1 15. “Final” means that the Settlement has been granted “Final Approval” by the Court
2 and the “Effective Date” has occurred.

3 16. “Final Approval” or “Final Approval Order” refers to the order of the Court
4 granting final approval of this Settlement Agreement and entering a judgment approving this
5 Settlement on substantially the same terms provided in the Proposed Final Approval Order.

6 17. “Final Settlement Class” means, collectively, all Participating Class Members and
7 all PAGA Employees.

8 18. “Gross Settlement Amount” is the maximum amount that will be paid by
9 Defendant as a result of this Settlement, which is Six Hundred Thousand Dollars and Zero Cents
10 (\$600,000.00), which includes the Individual Settlement Amounts, attorneys’ fees of Class
11 Counsel, costs and expenses, the Service Award to Plaintiff, all Settlement Administration Costs,
12 employee-side tax withholdings for the wage component of the Individual Settlement Amounts,
13 and the PAGA Award, including all payments to PAGA Employees and the Labor Workforce
14 Development Agency (LWDA). With the sole exception of employer-side taxes due on
15 individual settlement payments to Participating Class Members (which Defendant will pay in
16 addition to the Gross Settlement Amount), the Gross Settlement Amount is the maximum amount
17 that Defendant will pay for any reason in connection with this Settlement.

18 19. “Individual Settlement Amount” or “Individual Settlement Payment” means the
19 amount payable from the Net Settlement Amount (defined below) that the Settlement
20 Administrator will pay to each Participating Class Member and/or PAGA Employee, as calculated
21 pursuant to Paragraph 54(d) below.

22 20. “Net Settlement Amount” or “Net Distribution Fund” is the Gross Settlement
23 Amount minus the amounts allotted to: (1) Class Counsel’s fees (up to \$200,000), (2) Class
24 Counsel’s litigation costs (up to \$20,000.00); (3) the Service Award for Plaintiff (up to
25 \$12,000.00), (5) the 75% of the PAGA Award to be paid to the LWDA (\$18,750.00); (6) the 25%
26 of the PAGA Award to be paid to PAGA Employees (\$6,250); and (7) Settlement Administration
27 Costs (up to \$10,000.00).

28 21. “Notice” means the Notice of Class Action and PAGA Settlement that will be sent

1 to the Class Members consistent with the terms of this Settlement and substantially the same as
2 the Proposed Notice attached to this Settlement as Exhibit “A” (or as may be modified by
3 subsequent agreement of the Parties or order of the Court).

4 22. “Notice Response Deadline” is 45 calendar days from the date the Notice is mailed
5 to the Class Members.

6 23. “Objecting Class Member” means a Class Member, other than Plaintiff, who
7 submits a valid and timely objection to the terms of this Agreement with respect to the Class
8 Claims pursuant to Paragraph 76(c) below.

9 24. “PAGA” shall refer to the California Private Attorneys General Act, California
10 Labor Code section 2698 et seq.

11 25. “PAGA Award” is the \$25,000 of the Gross Settlement Amount that is allocated
12 to PAGA penalties in this Settlement, 75% of which (\$18,750.00) will be remitted to the LWDA
13 and 25% of which (\$6,250.00) will go into a PAGA Distribution Fund and be distributed on a
14 prorated basis to all PAGA Employees based on their number of pay periods worked during the
15 PAGA Period as specified below

16 26. “PAGA Claims” or “Released PAGA Claims” shall include any and all claims for
17 civil penalties pursuant to PAGA that were alleged or that could have been alleged based on the
18 facts and underlying California Labor Code violations alleged in Plaintiff’s March 7, 2022 Labor
19 and Workforce Development (“LWDA”) notice letter, including for underlying claims based on
20 alleged failure to pay all minimum, regular, and/or overtime wages, failure to provide meal
21 periods or premium payments in lieu thereof, failure to provide rest periods or premium payments
22 in lieu thereof, failure to provide accurate itemized wage statements, failure to reimburse
23 necessary business expenses, failure to timely pay all wages due at separation, and violation of
24 California Business & Professions Code sections 17200 *et seq.* Plaintiff and the State of
25 California (acting through Plaintiff as its authorized PAGA representative) release the Released
26 Parties from the PAGA claims.

27 27. “PAGA Distribution Fund” is the 25% of the PAGA Award (i.e., \$6,250) allocated
28 for distribution on a prorated basis to all PAGA Employees based on their number of pay periods

1 worked during the PAGA Period as specified below.

2 28. "PAGA Employees" include all persons who are or were previously employed by
3 Defendant in California and classified as a non-exempt or hourly employee at any time from
4 March 7, 2021 through June 14, 2023 (*i.e.*, the "PAGA Period").

5 29. "PAGA Notice" or "LWDA notice letter" shall refer to the notice sent by Plaintiff,
6 by and through counsel, on or about March 7, 2022, to the LWDA and to Defendant, alleging that
7 Defendant engaged in violations of the California Labor Code and California Wage Order(s).

8 30. "PAGA Period" shall mean March 7, 2021, through June 14, 2023.

9 31. "Participating Class Member" means all Class Members who are deemed to
10 participate and receive an Individual Settlement Amount for the Class Claims and who do not
11 opt-out of the settlement of the Class Claims by submitting timely and valid Requests for
12 Exclusion.

13 32. "Parties" or "Settling Parties" mean Plaintiff, the Participating Class Members, the
14 PAGA Employees, and Defendant, collectively.

15 33. "Pay Periods Worked" for each Class Member and PAGA Employee means the
16 number of pay periods during the Class Period and/or the PAGA Period, as applicable, in which
17 the Class Member and/or PAGA Employee was employed by Defendant as a non-exempt
18 employee in California and worked at least one shift during the pay period for Defendant. Pay
19 Periods Worked will be calculated based on Defendant's business records.

20 34. "Preliminary Approval Date" means the date the Court preliminarily approves the
21 Settlement Agreement, and the exhibits thereto, and enters the Preliminary Approval Order.

22 35. "Preliminary Approval Order" means the judicial Order to be entered by the Court,
23 upon the application or motion of the Plaintiff, preliminarily approving this Settlement on
24 substantially the same terms provided in the Proposed Preliminary Approval Order and providing
25 for the issuance of the Notice of Class Action and PAGA Settlement, an opportunity to opt out of
26 settlement of the Class Claims, an opportunity to submit timely objections to the terms of this
27 Settlement related to the Class Claims, and setting a final approval hearing to address the fairness
28 of the terms of Settlement, including approval of Class Counsel's fees and costs.

1 36. “QSF” means the Qualified Settlement Fund set up by the Settlement
2 Administrator for the benefit of the Final Settlement Class, and from which the settlement
3 payments shall be made.

4 37. “Release” shall mean the release and discharge of the Class Claims by Plaintiff
5 and all of the Participating Class Members and the release and discharge of the PAGA Claims by
6 Plaintiff and all of the PAGA Employees.

7 38. “Released Parties” shall collectively mean: Defendant Fisher Ranch Corporation
8 and Fisher Farms (a fictitious business name for Bart Farms, Inc., A.F. Farms, Inc., Katie Farms,
9 Inc., Jonah Farms, Inc., and Sally Farms, Inc.) together with their respective current and
10 former parent companies, affiliates, subsidiaries, divisions, successors, and assigns, and
11 their respective shareholders, members, predecessors, insurers, current and former employees,
12 attorneys, officers, directors, and agents thereof, both individually and in their business
13 capacities, and their trustees, administrators and fiduciaries.

14 39. “Response Deadline” shall refer to the date by which Settlement Class Members
15 must opt-out of or object to the settlement.

16 40. “Request for Exclusion” means a timely written request by a Class Member to
17 exclude themselves from the Settlement, which must be completed and mailed in the manner set
18 forth in this Settlement Agreement and the Notice of Settlement as further detailed in Paragraph
19 76(a) below.

20 41. “Service Payment” or “Service Award” means the amount approved by the Court
21 to be paid to Class Representative (*i.e.*, Plaintiff) in addition to his Individual Settlement Amount
22 as a Participating Class Member in an amount up to \$12,000. The Service Payment is subject to
23 approval from the Court and will be paid from the Gross Settlement Amount. Any Service Award
24 not awarded by the Court will be added to the Net Distribution Fund and distributed to Class
25 Members who do not opt out of this Settlement.

26 42. “Settlement Administration Costs” means the costs payable from the Settlement
27 Amount to the Settlement Administrator for administering this Settlement, including, but not
28 limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, due

1 diligence, reporting and remittance obligations, distributing the Settlement Amount, and
2 providing necessary reports and declarations, as requested by the Parties. The Settlement
3 Administration Costs shall be paid from the Settlement Amount.

4 43. "Settlement Administrator" means and refers to Phoenix Class Action
5 Administration Solutions, that will provide the Notice to the Class Members and distribute the
6 settlement amounts as described in this Agreement.

7 44. "Class Member" refers to individual members of the Settlement Class.

8 45. "Class" and "Class Members" refers to all persons who are or were previously
9 employed by Defendant in California and classified as a non-exempt employee during the Class
10 Period.

11 **B. General Terms**

12 46. On or about March 7, 2022, Plaintiff filed a class action complaint in this Court
13 against Defendant, including allegations of: (1) unpaid wages and failure to pay minimum wages,
14 (2) failure to pay overtime wages, (3) meal period violations, (4) rest period violations, (5) waiting
15 time penalties, (6) wage statement violations, (7) failure to reimburse, and (8) unfair competition.
16 On or about July 19, 2022, Plaintiff filed a First Amended Complaint to add a cause of action for
17 PAGA penalties based on the foregoing Labor Code violations. Prior to filing his lawsuit,
18 Plaintiff submitted a notice letter to the LWDA on March 7, 2022 to exhaust administrative
19 remedies for bringing his PAGA claim.

20 47. Defendant denies all of Plaintiff's claims and allegations and contends that the
21 Action is not suitable for class certification and/or representative treatment outside of the context
22 of this Settlement.

23 48. Class Representative believes he can proceed with his class and representative
24 claims, that the Action is meritorious, and that class certification is appropriate.

25 49. The Parties have conducted a thorough investigation into the facts of the Action.
26 This includes conducting extensive exchange of informal discovery, including the relevant
27 written policies at issue, the production of a 25% random sample of payroll and timekeeping
28 records for Class Members and PAGA Employees, a complete class list, and relevant data,

1 including the average hourly pay rate and pay period information for Class Members and PAGA
2 Employees. Defendant's productions included 4,920 pages of documents and data. Class Counsel
3 is both knowledgeable about and has done extensive research with respect to the applicable law
4 and potential defenses to the claims of the Class Members and PAGA Employees. Class Counsel
5 has diligently pursued an investigation of the Class Members' claims against Defendant. Based
6 on the foregoing data and on their own independent investigation and evaluation, Class Counsel
7 is of the opinion that the settlement with Defendant for the consideration and on the terms set
8 forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of
9 the Class Members and PAGA Employees in light of all known facts and circumstances, including
10 the risk of significant delay and uncertainty associated with litigation, various defenses asserted
11 by Defendant, and numerous potential appellate issues.

12 50. Although Defendant disputes all of Plaintiff's claims and any wrongdoing, it
13 recognizes that further litigation of this Action would be costly, time-consuming, and
14 burdensome. As such, Defendant has agreed to this Settlement to put this matter to rest and agrees
15 that the Settlement represents a good faith compromise of the claims, which is fair, adequate, and
16 reasonable.

17 51. On February 24, 2023, the Parties participated in mediation before Daniel Turner,
18 Esq., a highly experienced class action mediator. After a full-day mediation, subsequent
19 negotiations, and the issuance of a mediator's proposal, the Parties reached a settlement and
20 signed a Memorandum of Understanding with the key terms, which are further described in this
21 Settlement Agreement.

22 52. No Admission of Liability. The Parties enter into this Agreement to resolve the
23 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
24 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies,
25 that it has: violated any federal, state, or local law; violated any regulations or guidelines
26 promulgated pursuant to any statute or any other applicable laws, regulations, or legal
27 requirements; breached any contract; violated or breached any duty; engaged in any
28 misrepresentation or deception; or engaged in any other unlawful conduct with respect to its

1 employees or any other person or entity. Neither this Agreement, nor any of its terms or
2 provisions, nor any of the negotiations connected with it, or proceedings, payouts or other events
3 associated with it, shall be construed as an admission or concession by Defendant of any such
4 violation(s) or failure(s) to comply with any applicable law by Defendant or any Released Parties.
5 Except as necessary in a proceeding to approve, interpret, or enforce the terms of this Agreement,
6 this Agreement and its terms and provisions shall not be offered or received as evidence in any
7 action or proceeding to establish any liability or admission on the part of the Released Parties or
8 to establish the existence of any condition constituting a violation of, or noncompliance with,
9 federal, state, local, or other applicable law.

10 53. Stipulation for Class Certification and Representative Treatment for Settlement

11 Purposes. For settlement purposes only, Defendant will stipulate that the Class Members
12 described herein who do not submit a Request for Exclusion from the Class may be conditionally
13 certified as a settlement class and that the PAGA Employees are appropriate for representative
14 treatment for purposes of settlement. This stipulation to certification and representative treatment
15 for settlement purposes is in no way an admission that class action certification and/or
16 representative treatment is proper in a non-settlement context and shall not be admissible in this
17 or in any other action except for the sole purpose of enforcing this Agreement. Should, for
18 whatever reason, the Court not grant Final Approval consistent with the terms of this Settlement
19 or if the Settlement does not become Effective, the Parties' stipulation to class certification and
20 representative treatment as part of the Settlement shall become null and void *ab initio* and shall
21 have no bearing on and shall not be admissible in connection with the issue of whether or not
22 class certification and/or representative treatment would be appropriate in a non-settlement
23 context. Defendant expressly reserves its right to and declare that it will continue to oppose class
24 certification, representative treatment, and the substantive merits of the case should the Court not
25 grant Final Approval. Plaintiff expressly reserves his rights and declares that he will continue to
26 pursue class certification and representative treatment and a trial should the Court not grant Final
27 Approval.

28 C. Terms of Settlement

1 54. The financial terms of the Settlement are as follows:

2 (a) Gross Settlement Amount: The Parties agree to settle this Action for the total
3 maximum amount of Six Hundred Thousand Dollars (\$600,000) (“the Settlement Amount” or
4 “Gross Settlement Amount”). With the sole exception of employer-side taxes due on settlement
5 payments to Class Members, the Gross Settlement Amount is the maximum amount that
6 Defendant will pay for any reason in connection with this Settlement. The Gross Settlement
7 Amount will be used to pay: (1) Individual Settlement Payments to Participating Class Members;
8 (2) the PAGA Award, with 75% of the PAGA Award going to the LWDA and 25% being
9 distributed on a prorated basis based on pay periods worked to PAGA Employees as further
10 described below; (3) Plaintiff’s Counsel’s attorneys’ fees; (4) Plaintiff’s costs; (5) Settlement
11 Administration Costs; (6) the Service Award to Plaintiff Adrian Aguilar (as specified in the
12 Service Award paragraphs below); and (7) employee-side taxes for the wage component of
13 Individual Settlement Payments to Class Members.

14 (b) The Settlement is based on Defendant’s representation that there are
15 approximately 25,755 workweeks. In the event the qualifying workweeks worked by Class
16 Members during the Class Period increase by more than 10%, Defendant shall have the option to
17 either increase the GSA on a pro-rata basis equal to the percentage increase in the number of
18 workweeks worked by the Class Members above 10%, or shorten the Class Period to an earlier
19 date at which only 25,755 workweeks are covered by the Class Period.

20 (c) Net Settlement Amount: The “Net Settlement Amount” or “Net Distribution
21 Fund” is the Gross Settlement Amount minus the amounts allotted to: (1) Class Counsel’s fees
22 (up to \$200,000), (2) Class Counsel’s litigation costs (up to \$10,000); (3) the Service Award for
23 Plaintiff (up to \$12,000.00), (4) the 75% of the PAGA Award to be paid to the LWDA
24 (\$18,750.00); (5) the 25% of the PAGA Award to be paid to PAGA Employees (\$6,250) and (6)
25 Settlement Administration Costs (up to \$10,000). In the event that the Court reduces the
26 attorneys’ fees and litigation costs or Service Award or either increases or decreases the amount
27 allocated to the PAGA Award or Settlement Administration Costs, the Net Settlement Amount
28 shall be increased or decreased accordingly. In the event that the Court approves amounts for

1 attorneys' fees and costs, the Service Award, the PAGA Award or Settlement Administration
2 Costs that are different than the amounts requested, the maximum Gross Settlement Amount that
3 Defendant must pay in accordance with the terms of this Settlement will remain the same as this
4 is a non-reversionary settlement.

5 (d) Individual Settlement Amounts for the Settlement Class and PAGA Employees:

6 The Settlement Administrator will use the Class Data provided by Defendant to calculate each
7 Participating Class Member's and PAGA Employee's Individual Settlement Amounts.

8 Individual Settlement Payments will be distributed to Participating Class Members and/or
9 PAGA Employees based on the following formulas:

10 a. Payments to Participating Class Members: The Settlement Administrator will
11 calculate the total number of pay periods that all Class Members who do not opt
12 out (*i.e.*, "Participating Class Members") worked during the Class Period ("Total
13 Class Pay Periods"). The value of each pay period shall be determined by the
14 Settlement Administrator by dividing the Net Distribution Fund by the total number
15 of Pay Periods Worked by Participating Class Members during the Class Period
16 ("Class Pay Period Value"). To determine each Participating Class Member's
17 settlement payment, the Settlement Administrator will multiply the individual's
18 Total Class Pay Periods Worked by the Class Pay Period Value (if the Class
19 Member is a Participating Class Member). These payments will be subject to any
20 legally required tax withholdings or deductions as calculated by the Settlement
21 Administrator.

22 b. PAGA Employee Calculations: For PAGA Employees, the Settlement
23 Administrator will calculate the total number of pay periods that each PAGA
24 Employee worked during the PAGA Period ("Total PAGA Pay Periods"). The
25 value of each PAGA Pay Period shall be determined by the Settlement
26 Administrator by dividing the 25% of the PAGA Award allocated for PAGA
27 Employees (*i.e.*, \$6,250) by the Total PAGA Pay Periods for all PAGA Employees
28

1 (“PAGA Pay Period Value”). To determine each PAGA Employee’s payment for
2 their prorated portion of the PAGA Distribution Fund (*i.e.*, \$6,250), the Settlement
3 Administrator will multiply the PAGA Employee’s Total PAGA Pay Periods by
4 the PAGA Pay Period value. A Class Member who is also a PAGA Employee will
5 receive a payment under this section for their prorated portion of the PAGA Award
6 even if they opt-out of the Class settlement and will be bound by the release of the
7 PAGA claims released through this Settlement.

8 (e) Allocation of Individual Settlement Amounts: The Individual Settlement Amounts
9 to Participating Class Members will be allocated for tax purposes based on the allegations in the
10 Action as follows: twenty percent (20%) will be allocated to allegedly unpaid wages subject to
11 withholding of all applicable local, state, and federal taxes; and eighty percent (80%) will be
12 allocated to interest and alleged civil penalties (pursuant to, e.g., California Labor Code sections
13 203, 226) from which no taxes will be withheld. The Settlement Administrator will issue to each
14 Participating Class Member an Internal Revenue Service Form W-2 and comparable state forms
15 with respect to the wage allocation and a Form 1099 with respect to the civil penalties and interest
16 allocations.

17 (f) Service Payment to Class Representative: The amount awarded to Class
18 Representative as a Service Payment will be set by the Court in its discretion, not to exceed
19 \$12,000. Defendant agrees not to oppose this request. The Service Payment to Class
20 Representative will be paid out of the Gross Settlement Amount. Class Representative will be
21 issued IRS Form 1099 in connection with this payment. Plaintiff shall be solely and legally
22 responsible to pay any and all applicable taxes on this payment. The Parties agree that any amount
23 awarded by the Court as the Service Payment to Plaintiff less than the requested amount shall not
24 be a basis for Plaintiff or Class Counsel to void this Stipulation. Should the Court approve a lesser
25 amount for the Service Payment, the difference shall be added to the Net Settlement Amount to
26 be distributed to the Participating Class Members. In the event of any appeal of the amount of the
27 service award (if any) approved by the Court, if, after the exhaustion of any such appellate review,
28 additional amounts not awarded to Class Representative shall be added to the Net Settlement

1 Amount to be distributed to the Participating Class Members.

2 (g) Attorneys' Fees and Costs: Defendant agrees not to oppose a request by Class
3 Counsel to the Court for an award of attorneys' fees of one-third (33.33%) of the Gross Settlement
4 Amount (*i.e.*, up to \$200,000), plus reasonable litigation costs not to exceed \$10,000 ("Attorneys'
5 Fees and Cost Award"). The Attorneys' Fees and Cost Award shall be paid from the Gross
6 Settlement Amount, and except for this award, Defendant shall have no further obligation to pay
7 any attorneys' fees, costs, expenses, or other amounts to Class Counsel or any other attorneys
8 with respect to this Settlement. Should the Court approve a lesser amount than what is sought by
9 Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to
10 the Participating Class Members. Any Court order awarding less than the amount sought by Class
11 Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the
12 Settlement. In the event of any appeal of the amount of the awards of attorneys' fees and costs (if
13 any) approved by the Court, final funding and administration of the portion of the attorneys' fees
14 and/or costs award in dispute will be segregated and stayed pending the exhaustion of appellate
15 review. If, after the exhaustion of any such appellate review, additional amounts not awarded as
16 attorneys' fees and costs shall be added to the Net Settlement Amount to be distributed to the
17 Participating Class Members and/or PAGA Employees. The Settlement Administrator shall issue
18 to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded
19 by the Court. Class Counsel agrees that any allocation of fees between or among Class Counsel
20 and any other attorney representing or claiming to represent the Class Members shall be the sole
21 responsibility of Class Counsel.

22 (h) Settlement Administration Costs: The fees and other charges of the Settlement
23 Administrator will be paid from the Gross Settlement Amount, not to exceed \$10,000 subject to
24 Court approval, unless approved by all Parties and the Court. The Settlement Administration
25 Costs shall be paid entirely from the Gross Settlement Amount. Any Settlement Administration
26 Costs not incurred by the Settlement Administrator or awarded by the Court will be added to the
27 Net Distribution Fund and will be distributed to Participating Class Members.

28 (i) PAGA Penalties: The Parties agree that \$25,000 is allocated to alleged PAGA

1 Penalties and is to be paid from the Gross Settlement Amount, subject to Court approval. Of this
2 amount, \$18,750 (75%) shall be paid to the LWDA in satisfaction of Plaintiff's claims for civil
3 penalties under the PAGA and \$6,250 (25%) will be included in the Individual Settlement
4 Amounts, payable to the PAGA Employees as set forth in Paragraph 54(d)(b).

5 (j) Tax Liability: Class Counsel, Defendant, and Defendant's Counsel make no
6 representations as to the tax treatment or legal effect of Individual Settlement Amounts called for
7 hereunder, and Plaintiff and the Class Members and PAGA Employees are not relying on any
8 statement or representation by Class Counsel, Defendant, or Defendant's Counsel in this regard.
9 Plaintiff and Participating Class Members will be solely responsible for the payment of any taxes
10 and penalties assessed on their respective Individual Settlement Amounts described herein.
11 Income tax withholding will also be made pursuant to applicable federal, state, and/or local
12 withholding codes or regulations as determined by the Settlement Administrator. Forms W-2
13 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue
14 Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations
15 promulgated thereunder, or other applicable tax law, are changed after the date of this Agreement,
16 the processes set forth in this Section may be modified in a manner to bring Defendant into
17 compliance with any such changes.

18 55. "Non-Reversionary" Settlement. This is a "non-reversionary" settlement. No
19 portion of the Gross Settlement Amount will revert to Defendant once the Settlement is funded
20 provided that Final Approval is granted, and the Settlement becomes final and Effective in
21 accordance with the terms of this Settlement. Participating Class Members will not have to make
22 a claim to receive an Individual Settlement Amount. Distributions, in the form of Individual
23 Settlement Amounts, will be made directly to each Participating Class Member. The Settlement
24 Administrator shall be responsible for accurately and timely reporting any remittance obligations
25 with respect to unclaimed funds as a result of a Plaintiff, Participating Class Members, or PAGA
26 Employees not cashing an Individual Settlement Amount by the check cashing deadline, as set
27 forth herein.

28 56. Class Counsel and Plaintiff believe that the Settlement is fair and reasonable, and

1 adequate, and will so represent same to the Court.

2 **D. Release by Participating Class Members and PAGA Employees**

3 57. Upon the Effective Date of this Settlement, Plaintiff and each Participating Class
4 Member, for themselves and for their respective spouses, domestic partners, marital community,
5 children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors,
6 administrators, trustees, conservators, guardians, assigns, and representatives, will forever
7 completely release and discharge the Released Parties from the Released Class Claims for the
8 Class Period. The Released Class Claims include all claims that were asserted or that could have
9 been asserted based on the facts alleged in Plaintiff's original Complaint and Amended
10 Complaint.

11 58. Each Participating Class Member will be deemed to have made the foregoing
12 Release as if by manually signing it.

13 59. Upon the Effective Date of this Settlement, Plaintiff, the LWDA and State of
14 California (acting through Plaintiff as its deputized representative) will forever completely release
15 and discharge the Released Parties from the Released PAGA Claims for the time period from
16 March 7, 2021 through the Response Deadline. The Released PAGA Claims include any and all
17 claims for civil penalties pursuant to PAGA that were alleged or that could have been alleged
18 based on the facts and underlying California Labor Code violations alleged in Plaintiff's March
19 7, 2022 LWDA notice letter, including for underlying claims based on alleged failure to pay all
20 minimum, regular, and/or overtime wages, failure to provide meal periods or premium payments
21 in lieu thereof, failure to provide rest periods or premium payments in lieu thereof, failure to
22 provide accurate itemized wage statements (based on both direct and derivative theories of
23 liability), failure to timely pay all wages due at separation, and violation of California Business
24 & Professions Code sections 17200 *et seq.*

25 60. The LWDA will be deemed to have made the foregoing Release as if by manually
26 signing it.

27 61. Plaintiff and Defendant intend that the Settlement described in this Agreement will
28 release and preclude any further claim, whether by lawsuit, administrative claim or action,

1 arbitration, demand, or other action of any kind, by each and all of the Participating Class
2 Members to obtain a recovery based on, arising out of, and/or related to any and all of the Released
3 Class Claims. The Class Members shall be so notified in the Notice. This paragraph is a statement
4 of the Parties' intent in agreeing to this Settlement that it will be given *res judicata* effect with
5 respect to the Released Class Claims.

6 62. Plaintiff and Defendant intend that the Settlement described in this Agreement will
7 release and preclude any further claim, whether by lawsuit, administrative claim or action,
8 arbitration, demand, or other action of any kind, by each and all of the PAGA Employees and the
9 LWDA to obtain a recovery based on, arising out of, and/or related to any and all of the Released
10 PAGA Claims. The PAGA Employees and the LWDA shall be so notified in the Notice and via
11 the submission of a copy of this Settlement, which Class Counsel will provide to the LWDA
12 concurrently with the filing of Plaintiff's motion requesting preliminary approval of this
13 Settlement. This paragraph is a statement of the Parties' intent in agreeing to this Settlement that
14 it will be given *res judicata* effect with respect to the Released PAGA Claims.

15 63. Class Representative, on behalf of himself and the Participating Class Members,
16 acknowledges and agrees that the claims for unpaid wages and all other amounts sought through
17 this Action are disputed, and that the payments set forth herein constitute payment of all sums
18 allegedly due to them. Class Representative, on behalf of himself and the Participating Class
19 Members, acknowledges and agrees that California Labor Code Section 206.5 is not applicable
20 to the Parties hereto. Section 206.5 provides in pertinent part as follows: "An employer shall not
21 require the execution of any release of any claim or right on account of wages due, or to become
22 due, or made as an advance on wages to be earned, unless payment of those wages has been
23 made."

24 **E. General Release by Plaintiff**

25 64. As a material inducement to Defendant to enter into this Settlement Agreement, in
26 addition to Plaintiff's release of the Released Class Claims and Released PAGA Claims, as
27 discussed above, Plaintiff Adrian Aguilar does hereby, for himself and for his respective spouses,
28 domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors,

1 beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians,
2 assigns, and representatives, forever completely release and discharge the Released Parties from
3 any and all charges, complaints, claims, liabilities, obligations, promises, agreements, contracts,
4 controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and
5 expenses (including for alleged back wages, statutory penalties, civil penalties, liquidated
6 damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from
7 the beginning of time through the execution of this Settlement, whether known or unknown,
8 suspected or unsuspected, concealed or hidden, including but not limited to all claims arising out
9 of, based upon, or relating to Plaintiff's employment with Defendant or the remuneration for or
10 termination of such employment (collectively, the "Class Representative's Claims").

11 65. Without limiting the generality of the foregoing, Plaintiff expressly releases all
12 claims or rights against Released Parties for any and all charges, complaints, claims, causes of
13 action, debts, sums of money, controversies, agreements, promises, damages and liabilities of any
14 kind or nature whatsoever, both at law and equity, known or unknown, suspected or unsuspected,
15 arising from conduct including without limitation all actions, claims and grievances, whether
16 actual or potential, known or unknown, related, incidental to or arising out of any act or omission
17 committed or omitted by Defendant or the Released Parties including, but not limited to, a release
18 of all claims under (a) the California Civil Code, (b) the California Fair Employment and Housing
19 Act, (c) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et. seq., (d) the
20 Employment Act of 1967, (e) the Civil Rights Act of 1991, (f) the Civil Rights Act of 1866 and
21 1870, (g) 42 U.S.C. § 1981, as amended, (h) Executive Order 11246, (i) the Americans with
22 Disabilities Act 42 U.S.C. § 12101, et. seq., as amended, (j) the Family and Medical Leave Act,
23 as amended, (k) the Equal Pay Act of 1963, as amended, (l) the Immigration and Reform Control
24 Act, as amended, (m) any other state, federal, and local law, regulation and ordinance dealing
25 with discrimination in employment, disability, wrongful discharge, and retaliation for exercising
26 any right or participating or engaging in any activity, (n) the Occupational Safety and Health Act,
27 as amended, (o) the Sarbanes-Oxley Act of 2002, as amended, (p) the Employment Retirement
28 Income Security Act of 1974, as amended (except vested benefits), (q) the Worker Adjustment

1 and Benefit Protection Act of 1990, as amended, (r) the Worker Adjustment and Retraining
2 Notification Act, as amended, (s) any federal, state or common law claim or cause of action for
3 breach of contract, wrongful discharge, constructive discharge, retaliation, defamation, slander,
4 libel, intentional or negligent infliction of emotional distress, misrepresentation, fraud,
5 promissory estoppel, any other tort or negligence claim, or obligations arising out of any of
6 Defendant's employment policies or practices, employee handbooks, and/or any statements by
7 any employee or agent of Defendant whether oral or written, and (t) any federal, state or common
8 law claim or cause of action for reinstatement, back pay, bonus, attorneys' fees, compensatory
9 damages, costs, front pay, any form of equitable or declaratory relief, liquidated damages,
10 emotional distress, personal injury, punitive damages, pain and suffering, medical expenses,
11 damage to reputation, damage for personal, emotional or economic injury or damage of any kind.
12 This provision is intended by the Parties to be all-encompassing and to act as a full and total
13 release of any claims, whether specifically enumerated herein or not, that Plaintiff might have or
14 have had, that exists or ever has existed, on or prior to the Response Deadline.

15 66. Plaintiff expressly waives and relinquishes all rights and benefits afforded by
16 Section 1542 of the Civil Code of the State of California and does so understanding and
17 acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of
18 the State of California states:

19 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
20 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
21 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
22 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
23 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
24 DEBTOR OR RELEASED PARTY.

25 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a
26 full and complete release and discharge of all parties, Plaintiff, and Class Counsel, expressly
27 acknowledge that this Settlement Agreement is intended to include in its effect, without
28 limitation, all claims that Plaintiff knew of, as well as all claims that he did not know or suspect
to exist in his favor against the Released Parties, or any of them, for the time period from the

1 beginning of time to the execution of this Settlement Agreement, and that this Settlement
2 Agreement contemplates the extinguishment of any such Plaintiff's claims to the maximum extent
3 permitted by law.

4 **F. Interim Stay of Proceedings**

5 67. Pending completion of all of the prerequisites necessary to effectuate this
6 Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action
7 except those necessary to effectuate the Settlement.

8 **G. Notice Process**

9 68. Appointment of Settlement Administrator. The Parties have agreed to the
10 appointment of the Settlement Administrator to perform the duties of a settlement administrator,
11 including mailing the Notice, using standard methods to obtain forwarding addresses, addressing
12 questions from Class Members and PAGA Employees, independently reviewing and verifying
13 documentation associated with any objections or opt-out requests, as needed, resolving any
14 disputes regarding the calculation or application of the formula for determining the Individual
15 Settlement Amounts, drafting and mailing the settlement checks to Participating Class Members
16 and PAGA Employees, issuing Forms W-2 and 1099, handling all required tax reporting and
17 filings related to the Settlement, disbursing payments in accordance with the Settlement and the
18 Court's orders, and performing such other tasks as set forth herein or as the Parties mutually agree
19 or that the Court orders.

20 69. Disputes Regarding Settlement Administration. Any and all disputes relating to
21 administration of the Settlement by the Settlement Administrator (except for disputes regarding
22 Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction
23 over the terms and conditions of this Settlement Agreement, until Plaintiff and Defendant notify
24 the Court that all payments and obligations contemplated by this Settlement Agreement have been
25 fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in
26 good faith to resolve the dispute without the necessity of Court intervention. The Settlement
27 Administrator shall also be responsible for issuing to Plaintiff, Participating Class Members,
28 PAGA Employees, and Class Counsel any Forms W-2, Forms 1099, or other Tax Forms as may

1 be required by law for all amounts paid pursuant to this Agreement. The Settlement Administrator
2 shall also be responsible for setting up all necessary tax accounts and forwarding all payroll taxes
3 and penalties to the appropriate government authorities.

4 70. Class Data. Within ten (10) days after entry of the Preliminary Approval Order,
5 Defendant shall provide the Class Data to the Settlement Administrator. The Settlement
6 Administrator will run a check of the Class Members' addresses against those on file with the
7 U.S. Postal Service's National Change of Address List. The Class Data provided to the Settlement
8 Administrator must be safeguarded and will not be provided to Class Counsel unless required to
9 effectuate Class Counsel's duties with the express written permission of Defendant's counsel or
10 order of the Court. The Class Data will remain confidential, it shall be used solely to administer
11 the Settlement, and it will not be used or disclosed to anyone, except as required by applicable tax
12 authorities, pursuant to Defendant's express written consent, or by order of the Court.

13 71. Notice. The Notice, as approved by the Court, shall be sent by the Settlement
14 Administrator to the Class Members, by first class mail, in English and Spanish, within ten (10)
15 calendar days following the Settlement Administrator's receipt of the Class Data. The Settlement
16 Administrator shall use standard methods, including a skip trace, to obtain forwarding addresses
17 of Class Members if any envelopes with the Notice are returned.

18 72. Returned Notices. The Settlement Administrator will take steps to ensure that the
19 Notice is received by all Class Members, including utilization of the National Change of Address
20 Database maintained by the United States Postal Service to review the accuracy of and, if
21 possible, update a mailing address. Notices will be re-mailed to any Class Member for whom an
22 updated address is located within ten (10) calendar days following both the Settlement
23 Administrator learning of the failed mailing and its receipt of the updated address. The Notice
24 shall be identical to the original Notice, except that it shall notify the Class Member that the
25 exclusion (opt-out) request or objection must be returned by the later of the Response Deadline
26 or fifteen (15) days after the remailing of the Notice.

27 73. Presumption Regarding Receipt of Notice. It will be conclusively presumed that
28 if an envelope has not been returned within thirty (30) days of the mailing that the Class Member

1 received the Notice.

2 74. Disputes Regarding Class Data. Class Members are deemed to participate in the
3 Settlement unless they opt-out. The Notice will inform Class Members of his/her/their estimated
4 Individual Settlement Amount and the number of Pay Periods Worked during the Class Period
5 and during the PAGA Period. Class Members may dispute their Pay Periods Worked if they feel
6 they were employed more pay periods in the Class Period in California than Defendant's records
7 show by timely submitting evidence to the Settlement Administrator. Defendant's records will be
8 presumed determinative absent reliable evidence to rebut Defendant's records, but the Settlement
9 Administrator will evaluate the evidence submitted by the Class Member and provide the
10 evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good
11 faith about the evidence to determine the Class Member's actual number of Pay Periods Worked
12 and estimated Individual Settlement Amount. If Class Counsel and Defense Counsel are unable
13 to agree, they agree to submit the dispute to the Settlement Administrator to render a final
14 decision. Class Members will have until the Notice Response Deadline to dispute Pay Periods
15 Worked, object, or opt out, unless extended by the Court. The Response Deadline shall be 45
16 days after the original mailing date of the Notice by the Settlement Administrator. In the event
17 that the Settlement Administrator increases the number of Pay Periods Worked for any Class
18 Member, then the Settlement Administrator will recalculate the Participating Class Members'
19 Individual Settlement Amounts; accordingly, in no event will Defendant be required to increase
20 the Gross Settlement Amount.

21 75. Declaration of Due Diligence. The Settlement Administrator shall provide counsel
22 for the Parties, at least twenty-five (25) days prior to the final approval hearing, a declaration of
23 due diligence and proof of mailing with regard to the mailing of the Notice.

24 76. Class Members' Rights. Each Class Member will be fully advised of the
25 Settlement, the ability to object to the provisions in the Settlement related to the Class Claims,
26 and the ability to opt out or request exclusion from the Class Claims provisions of the Settlement.
27 The Notice will inform the Class Members of the Court-established deadlines for submitting
28 objections or requesting exclusion from the Class Claims provisions of the Settlement in

1 accordance with the following guidelines:

2 (a) Requests for Exclusion from Class Members. Any Class Member, other
3 than Plaintiff, may request to be excluded from the Class by submitting a “Request for Exclusion”
4 to the Settlement Administrator, postmarked on or before the Notice Response Deadline. The
5 Request for Exclusion should state in words to this effect:

6 “I WISH TO BE EXCLUDED FROM THE CLASS IN *AGUILAR V.*
7 *FISHER RANCH* SETTLEMENT. I UNDERSTAND THAT IF I ASK TO
8 BE EXCLUDED FROM THE CLASS, I WILL NOT RECEIVE ANY
9 MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS
LAW SUIT.

10 Any Request for Exclusion must include the full name, address, telephone number,
11 employee number or last four digits of the social security number or date of birth, and the
12 signature of the Class Member requesting exclusion. The Request for Exclusion must be returned
13 by mail to the Settlement Administrator at the specified address for the Settlement Administrator
14 in the Notice. Any such Request must be made in accordance with the terms set forth in the Notice.
15 A Request for Exclusion will be timely only if postmarked by the Notice Response Deadline,
16 unless the Parties otherwise agree in writing. Any Class Member who timely requests exclusion
17 in compliance with these requirements: (i) will not have any rights under this Agreement with
18 respect to the Class Claims, including the right to object, appeal, or comment on the Settlement;
19 (ii) will not be entitled to receive any payments under this Agreement with respect to Class
20 Claims; and (iii) will not be bound by this Agreement, or the Judgment, with respect to the
21 Released Class Claims.

22 (b) Binding Effect on Participating Class Members. Except for those Class
23 Members who exclude themselves in compliance with the procedures set forth above, all Class
24 Members will: (i) be deemed to be Participating Class Members for all purposes under this
25 Agreement; (ii) will be bound by the terms and conditions of this Agreement, the Judgment, and
26 the releases set forth herein; and (iii) except as otherwise provided herein, will be deemed to have
27 waived all objections and oppositions to the fairness, reasonableness, and adequacy of the
28 Settlement.

1 (c) Objections to Settlement of Class Claims. Provided they do not opt out,
2 any Class Member, other than Plaintiff, may object to the terms of this Agreement with respect
3 to the Class Claims and may appear at the Final Approval Hearing and object whether or not they
4 have submitted a written objection as outlined herein (“Objecting Class Member”). To object, a
5 Class Member can inform the Settlement Administrator, in writing, of his/her/their objection,
6 which must be postmarked by the Notice Response Deadline at the address set forth in the Notice.
7 Such objection shall include the full name, address, telephone number, dates of employment with
8 Defendant of the Objecting Class Member, the case name and number, the basis for the objection,
9 including any legal support and each specific reason in support of the objection, as well as any
10 documentation or evidence in support thereof, and, if the Objecting Class Member is represented
11 by counsel, the name and address of his/her/their counsel. If any Objecting Class Member wishes
12 to speak at the Final Approval Hearing with respect to the Class Claims, that Objecting Class
13 Member’s written submission should include a request to be heard, and the Court will determine
14 whether Objecting Class Members will be permitted to speak. The Settlement Administrator shall
15 provide objections, if any, to Class Counsel and Defense Counsel within three (3) days of receipt,
16 and the Settlement Administrator shall attach the same to its declaration of due diligence it files
17 with the Court prior to the Final Approval Hearing. Any Participating Class Member who files an
18 objection must not opt out and will remain eligible to receive monetary compensation from the
19 Settlement if it becomes final and binding. Plaintiff and Defendant shall not be responsible for
20 any fees, costs, or expenses incurred by any Class Member and/or his/her/their counsel related to
21 any objections to the Settlement. PAGA Employee may not object to or opt out of the Settlement
22 with respect to the PAGA Claims.

23 (d) Failure to Object. Any Class Member who desires to object with respect to
24 the Class Claims but fails to timely submit a written objection waives any right to object in writing
25 and will be foreclosed from making any written objection to this Settlement.

26 (e) Responses to Objections. Counsel for the Parties may file a response to any
27 objections submitted by Objecting Class Members at least five (5) court days before the date of
28 the Final Approval Hearing.

1 77. Class Members will have until the Notice Response Deadline to object or submit
2 a Request for Exclusion to the Settlement Administrator by U.S. Mail using the address provided
3 in the Notice. The Settlement Administrator shall disclose jointly to Class Counsel and
4 Defendant's counsel the written objections that were timely submitted and provide the number of
5 Requests for Exclusion that were submitted on a weekly basis, and upon the request of Class
6 Counsel or Defense Counsel.

7 78. Funding of the Settlement Amount. Defendant shall make a one-time deposit into
8 the QSF of the Gross Settlement Amount as specified by the Settlement Administrator that is
9 necessary to make all payments required under this Settlement, within fourteen (14) days after
10 the Effective Date. Defendant shall also fund with the Settlement Administrator its share of
11 employer payroll taxes on the portion of the Individual Settlement Payments allocated to unpaid
12 wages as specified in this Agreement and as calculated and directed by the Settlement
13 Administrator for use by the Settlement Administrator to pay employer-side taxes owed as a result
14 of the Settlement. Aside from funding the Gross Settlement Amount and employer-side taxes
15 owed as a result of this Settlement, Defendant shall have no further obligation to pay any amount
16 for any reason in connection with this Settlement.

17 79. Distribution of Funds. No later than seven (7) calendar days after deposit of the
18 payment into the QSF, the Settlement Administrator will mail the Individual Settlement Payments
19 to the Participating Class Members, the payment for the attorneys' fees and costs to Class
20 Counsel, any Service Award to the Class Representative (*i.e.*, Plaintiff), the payment to the
21 LWDA for its portion of the PAGA Award and will pay itself the Settlement Administration
22 Costs.

23 80. Deadline for Cashing Settlement Checks. Participating Class Members shall have
24 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks.
25 If any Participating Class Member's check is not cashed within that period, the check will be void
26 and a stop-payment will be issued. All unclaimed funds after the 180-day deadline shall be sent
27 to the California Unclaimed Property Fund in the name of the class member. The release will be
28 binding upon all Participating Class Members regardless of whether or not they cash their checks

1 within the 180-day period. In the event that any settlement check is returned to the Settlement
2 Administrator within 180 days of mailing, the Settlement Administrator will, within five (5)
3 business days of receipt of the returned settlement check, perform a skip trace to try to locate the
4 individual. If a new address is located by these means or if a forwarding address is available, the
5 Administrator will have ten (10) business days to re-issue the check. Neither Defendant, Defense
6 Counsel, Class Counsel, Plaintiff, nor the Settlement Administrator will have any liability for lost
7 or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation
8 of settlement checks. Without limiting the foregoing, in the event a Participating Class Member
9 notifies the Settlement Administrator that he/she/they believe that a settlement check has been
10 lost or stolen, the Settlement Administrator shall immediately stop payment on such check. If the
11 check in question has not been negotiated prior to the stop payment order, the Settlement
12 Administrator will issue a replacement check.

13 81. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff,
14 Class Counsel, or the Settlement Administrator based on mailings, distributions, payments, or
15 reports made in accordance with or pursuant to this Agreement. This provision does not, however,
16 prevent a Party from seeking enforcement of this Agreement.

17 **H. Duties of the Parties Prior to the Court's Approval**

18 82. Upon completion of confirmatory discovery, Plaintiff will move the Court for
19 Preliminary Approval of this Settlement and entry of the Preliminary Approval Order
20 accomplishing the following:

21 (a) Scheduling the Final Approval Hearing on the issue of whether this
22 Settlement should be finally approved as fair, reasonable, and adequate as to the Class Members
23 and a hearing on fees, costs, and the Service Award;

24 (b) Approving as to form and content the proposed Notice;

25 (c) Directing the mailing of the Notice by first class mail to the Class
26 Members;

27 (d) Preliminarily approving this Settlement in accordance with this Agreement
28 and by submitting the Proposed Preliminary Approval Order; and

1 (e) Preliminarily certifying the class for purposes of this Settlement.

2 83. Good Faith Efforts and Cooperation to Secure Approval. In the event the Court
3 declines to approve this Agreement on its first hearing or subsequent hearings, the Parties agree
4 to meet and confer in good faith to address the Court's concerns and to work together in good
5 faith to evaluate potential revisions and/or additional submissions of information, declarations,
6 etc., to address the Court's concerns and renew a motion for approval.

7 **I. Duties of the Parties Following Court's Final Approval**

8 84. In connection with the Final Approval Hearing provided for in this Settlement
9 Agreement, Class Counsel shall submit the proposed Final Approval Order:

10 (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and
11 adequate, and directing consummation of its terms and provisions;

12 (b) Approving Class Counsel's application for an award of attorneys' fees and
13 reimbursement of litigation costs and expenses, the Service Award to the Class Representative,
14 the PAGA Award, and the payment to the Settlement Administrator for costs of administering the
15 settlement; and

16 (c) Entering judgment approving the Settlement, thereby permanently barring all
17 Participating Class Members from prosecuting any Released Class Claims against any of the
18 Released Parties and permanently barring all PAGA Employee and the State of California and
19 LWDA from prosecuting any Released PAGA Claims against any of the Released Parties.

20 **J. Voiding the Agreement**

21 85. If the Court fails or refuses to issue the Final Approval Order or fails to approve
22 any material condition of this Settlement Agreement which effects a fundamental change of the
23 Settlement, the entire Settlement Agreement shall be rendered voidable and unenforceable as to
24 all Parties herein at the option of either Party.

25 86. If fifteen percent (15%) or more of the Class Members timely submit a Request
26 for Exclusion, Defendant shall have the option of terminating or modifying this Agreement
27 without prejudice to its pre-settlement positions and defenses in the Action. If Defendant exercise
28 such option under this paragraph, they shall be relieved of any obligation to pay the Gross

1 Settlement Amount or any other obligations from the Settlement by giving notice to Plaintiff's
2 Counsel and the Settlement Administrator within ten (10) days after the Notice Response
3 Deadline. If Defendant exercises its option under this paragraph, Defendant shall be solely
4 responsible for all Settlement Administration Costs incurred.

5 87. If the Settlement is voided or fails for any reason, Plaintiff and Defendant will
6 have no further obligations under the Settlement, including any obligation by Defendant to pay
7 the Gross Settlement Amount, or any amounts that otherwise would have been owed under this
8 Settlement. In addition, the Parties will be placed in the same position they were in prior to
9 reaching this Settlement with the same rights, including without limitation the right of Defendant
10 to contest the merits of Plaintiff's claims, class certification and Plaintiff's pursuit of a
11 representative action under PAGA.

12 88. If the Settlement is voided or fails for any reason, any costs incurred by the
13 Settlement Administrator shall be borne equally by Defendant and Plaintiff, unless otherwise
14 specified in this Agreement.

15 **K. Other Terms**

16 89. Full and Complete Defense. This Agreement may be pleaded by any Released
17 Party as a full and complete defense to and may be used as the basis for an injunction against, any
18 action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted,
19 asserting any Released Class Claim or Released PAGA Claim.

20 90. Waiver. The waiver by one Party of any breach of this Agreement by another Party
21 shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

22 91. Parties' Authority. The signatories hereto represent that they are fully authorized
23 to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions
24 hereof.

25 92. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
26 accomplish the terms of this Settlement Agreement, including but not limited to, execution of
27 such documents and to take such other action as may reasonably be necessary to implement the
28 terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best

1 efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that
2 may become necessary by order of the Court, or otherwise, to effectuate this Settlement
3 Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement
4 Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and
5 Defendant's Counsel, take all necessary steps to secure the Court's preliminary and final approval
6 of the settlement and the final entry of judgment.

7 93. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
8 they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,
9 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
10 cause of action, or rights released and discharged by this Settlement Agreement.

11 94. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
12 Order, nothing contained herein, nor the consummation of this Settlement Agreement, is to be
13 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part
14 of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this
15 Settlement Agreement with the intention of avoiding further disputes and litigation with the
16 attendant inconvenience and expenses. This Settlement Agreement is a settlement document, and
17 it, along with all related documents such as the notices, and motions for preliminary and final
18 approval, shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of
19 Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to
20 approve the settlement, and/or interpret or enforce this Settlement Agreement. The stipulation for
21 class certification as part of this Settlement Agreement is for settlement purposes only and if, for
22 any reason the settlement is not approved, the stipulation will be of no force or effect.

23 95. Notices. Unless otherwise specifically provided herein, all notices, demands, or
24 other communications given hereunder shall be in writing and shall be deemed to have been duly
25 given as of the third business day after mailing by United States registered or certified mail, return
26 receipt requested, addressed:

27 To the Class Members and PAGA Employee:
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| Mehrdad Bokhour <i>mehrdad@bokhourlaw.com</i> 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 Tel: (310) 975-1493; Fax: (310) 675-0861 | Joshua Falakassa <i>josh@falakassalaw.com</i> 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 Tel: (818) 456-6168; Fax: (888) 505-0868 |
| Zachary M. Crosner <i>zach@crosnerlegal.com</i> Jamie K. Serb <i>jamie@crosnerlegal.com</i> Sepideh Ardestani <i>sepideh@crosnerlegal.com</i> 9440 Santa Monica Blvd., Suite 301 Beverly Hills, CA 90210 Tel: (310) 496-5818; Fax: (310) 510-6429 | |

To Defendant:

| |
|---|
| Ronald H. Barsamian <i>ronbarsamian@aol.com</i> Patrick S. Moody <i>pmoody@theemployerslawfirm.com</i> Seth G. Mehrten <i>smehrten@theemployerslawfirm.com</i> 1141 West Shaw Avenue, Suite 104 Fresno, CA 93711 Tel: (559) 248-2360; Fax: (559) 248-2370 |
|---|

96. Publicity: Plaintiff Aguilar and his Class Counsel agree to discuss the terms of this Settlement only in declarations submitted to a court or court hearings to establish their adequacy to serve as a class representative in this case, in declarations submitted to a court in support of a motion for attorney’s fees in this case, and in discussions with Class Members in the context of administering this Settlement. Plaintiff and Class Counsel agree not to otherwise publicize this Settlement, including, but not limited to, issuing press releases, posting summaries online, or otherwise speaking to the press regarding the terms of this Settlement. If Plaintiff or Class Counsel are contacted by members of the press, they will respond only that the lawsuit exists and has been resolved.

97. Construction. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms’ length negotiations between the

1 Parties and that this Settlement Agreement shall not be construed in favor of or against any Party
2 by reason of the extent to which any Party or their counsel participated in the drafting of this
3 Settlement Agreement. Plaintiff and Defendant expressly waive the common-law and statutory
4 rule of construction that ambiguities should be construed against the drafter of an agreement and
5 further agree, covenant, and represent that the language in all parts of this Agreement shall be in
6 all cases construed as a whole, according to its fair meaning.

7 98. Captions and Interpretations. Paragraph titles or captions contained herein are
8 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or
9 describe the scope of this Settlement Agreement or any provision hereof. Each term of this
10 Settlement Agreement is contractual and not merely a recital.

11 99. Modification. This Settlement Agreement may not be changed, altered, or
12 modified, except in writing and signed by the Parties hereto, and approved by the Court. This
13 Settlement Agreement may not be discharged except by performance in accordance with its terms
14 or by a writing signed by all of the Parties hereto.

15 100. Dispute Resolution. Prior to instituting legal action to enforce the provisions of
16 this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide
17 written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and
18 Plaintiff and Defendant agree to seek the help of the mediator identified in this Agreement to
19 resolve any dispute they are unable to resolve informally. During this period, the Parties shall
20 bear their own attorneys' fees and costs. This provision shall not apply to any legal action or other
21 proceeding instituted by any person or entity other than Plaintiff or Defendant.

22 101. Court Retains Jurisdiction. The Parties agree that upon the entry of judgment of
23 dismissal pursuant to the terms of this Agreement, that, pursuant to Code of Civil Procedure
24 section 664.6, the Court shall retain exclusive and continuing equity jurisdiction of this Action
25 over all Parties to interpret, enforce, and effectuate the terms, conditions, intents, and obligations
26 of this Agreement.

27 102. Enforceability. Pursuant to California Evidence Code section 1123(a) and (b), this
28 Agreement is intended by the Parties to be, and shall be, enforceable, binding and admissible in

1 a court of law.

2 103. Choice of Law. This Settlement Agreement shall be governed by and construed,
3 enforced, and administered in accordance with the laws of the State of California, without regard
4 to its conflicts-of-law rules.

5 104. Integration Clause. This Settlement Agreement contains the entire agreement
6 between the Parties relating to the settlement and transaction contemplated hereby, and all prior
7 or contemporaneous agreements, understandings, representations, and statements, whether oral
8 or written and whether by a Party or such Party's legal counsel, are merged herein. No rights
9 hereunder may be waived except in writing.

10 105. Binding On Assigns. This Settlement Agreement shall be binding upon and inure
11 to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
12 successors, and assigns.

13 106. Signatures of All Class Members Unnecessary to be Binding. It is agreed that,
14 because the members of the Settlement Class are numerous, it is impossible or impractical to have
15 each Participating Class Member execute this Settlement Agreement. The Notice will advise all
16 Participating Class Members of the binding nature of the releases provided herein and such shall
17 have the same force and effect as if this Settlement Agreement were executed by each
18 Participating Class Member.

19 107. Counterparts. This Settlement Agreement may be executed in counterparts, and
20 when each Party has signed and delivered at least one such counterpart, each counterpart shall be
21 deemed an original, and, when taken together with other signed counterparts, shall constitute one
22 fully signed Settlement Agreement, which shall be binding upon and effective as to all Parties.
23 Electronic signatures and photocopies of signature pages shall have the same force and effect as
24 an original.

25 *[Signatures Follow on Next Page]*
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1 **APPROVAL AND EXECUTION BY PARTIES:**

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3 Dated: 07 / 05 / 2023, 2023

CLASS REPRESENTATIVE:

4
5 *Adrian Aguilar*
6 Adrian Aguilar

7 Dated: July 5,, 2023

DEFENDANT:

8 FISHER RANCH CORPORATION by:

9
10 *Bart Fisher*
11 Signature: Bart Fisher (Jul 5, 2023 08:52 PDT)

12 Printed Name: Bart Fisher

13 Position: President

14 **APPROVED AS TO FORM BY COUNSEL:**

15
16 Dated: July 5, 2023

COUNSEL FOR PLAINTIFF:

17
18 Signature: *J. Ardestani*
19 Sepideh Ardestani
20 Crosner Legal, P.C.

21 Dated: _____, 2023

COUNSEL FOR PLAINTIFF:

22
23 Signature: _____
24 Mehrdad Bokhour
25 Bokhour Law Group, P.C.

26 Dated: July 5, 2023

COUNSEL FOR DEFENDANT:

27
28 Signature: *Seth Mehrten*
Seth Mehrten
Barsamian & Moody
A Professional Corporation

1 **APPROVAL AND EXECUTION BY PARTIES:**

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Dated: _____, 2023

CLASS REPRESENTATIVE:

Adrian Aguilar

Dated: July 5, _____, 2023

DEFENDANT:

FISHER RANCH CORPORATION by:

Bart Fisher

Signature: Bart Fisher (Jul 5, 2023 08:52 PDT)

Printed Name: Bart Fisher

Position: President

APPROVED AS TO FORM BY COUNSEL:

Dated: _____, 2023

COUNSEL FOR PLAINTIFF:

Signature: _____
Sepideh Ardestani
Crosner Legal, P.C.

Dated: July 5, _____, 2023

COUNSEL FOR PLAINTIFF:

Signature: DocuSigned by:
Mehrdad Bokhour
D8D3643F271940F... _____
Mehrdad Bokhour
Bokhour Law Group, P.C.

Dated: July 5, _____, 2023

COUNSEL FOR DEFENDANT:

Signature:  _____
Seth Mehrten
Barsamian & Moody
A Professional Corporation