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 15 SANTA ROSA BERRY FARMS, LLC

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 17 **COUNTY OF VENTURA**

19 NORMA AGUILAR; OLGA ITURBIDE,
 20 individually; on behalf of themselves and
 all others similarly situated and aggrieved,

21
 22 Plaintiffs,

23 vs.

24 SANTA ROSA BERRY FARMS, LLC, a
 California Limited Liability Company; and
 25 DOES 1 to 100, inclusive,

26 Defendants.
 27
 28

CASE NO. 56-2019-00525899-CU-OE-VTA
 [Assigned for all purposes to Hon. Matthew P.
 Guasco, Dept. 20]

**CLASS ACTION SETTLEMENT
 AGREEMENT**

Complaint Filed: March 11, 2019
 FAC Filed: June 12, 2019
 SAC Filed: July 30, 2019
 TAC Filed: September 22, 2020

1 **CLASS ACTION SETTLEMENT AGREEMENT**

2 IT IS HEREBY STIPULATED, by and among Plaintiffs NORMA AGUILAR and
3 OLGA ITURBIDE, on behalf of themselves and the Settlement Class Members on the one
4 hand, and Defendant SANTA ROSA BERRY FARMS, LLC (“Defendant”), on the other hand,
5 subject to the approval of the Court, that the Action is hereby being compromised and settled
6 pursuant to the terms and conditions set forth in this Class Action Settlement Agreement
7 (“Agreement”), and subject to the definitions, recitals and terms set forth herein, which by this
8 reference become an integral part of this Agreement.

9 **DEFINITIONS**

10 1. “Action” means the matter of *Norma Aguilar; Olga Iturbide, individually; on*
11 *behalf of themselves and all others similarly situated and aggrieved v. Santa Rosa Berry Farms,*
12 *LLC., et al.* (Case No. 56-2019-00525899-CU-OE-VTA) filed on March 11, 2019, in Ventura
13 County Superior Court).

14 2. “Class Counsel” means Shegerian and Associates, Inc.

15 3. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and
16 resolution of this Action, and actual expenses and costs incurred in connection with the Action
17 paid from the Gross Settlement Amount.

18 4. “Class Information” means information regarding Settlement Class Members that
19 Defendant will in good faith compile from the available information in its records and provide
20 to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and
21 shall include: each Settlement Class Member’s full name; last known address; last known home
22 telephone number; Social Security Number; start date of employment; end date of employment;
23 and the number of total workweeks worked by the Settlement Class Member as a non-exempt
24 employee for Defendants from during the Class Period (“Total Workweeks”).

25 5. “Class Notice” means the Notice of Pendency of Class Action Settlement,
26 including the Notice of Estimated Individual Settlement Payment, (substantially in the form
27 attached as **Exhibit 1**) in English, which will also be disseminated to the Class in Spanish.

28 6. “Class Period” means the period from March 11, 2015 through August 31, 2020.

1 7. “Class Representative Enhancement Awards” means the amount that the Court
2 authorizes to be paid to Plaintiffs, in addition to their Individual Settlement Payments, in
3 recognition of their effort and risk in assisting with the prosecution of the Action.

4 8. “Court” means the Ventura County Superior Court.

5 9. “Defendant” means SANTA ROSA BERRY FARMS, LLC.

6 10. “Defense Counsel” means LightGabler.

7 11. “Effective Date” means the latter of: (i) the date upon which the Court grants
8 final approval of the Settlement if no Class Members file objections to the Settlement; or (ii) if a
9 Class Member files an objection to the Settlement and that objection is not withdrawn, the
10 Effective Date shall be the date sixty-five (65) calendar days after the date upon which the Court
11 grants final approval of the Settlement if no appeal is initiated by an objector; or (iii) if a timely
12 appeal is initiated by an objector or by Class Counsel to an order which reduces their requested
13 Class Counsel Award, the Effective Date shall be the date of final resolution of that appeal
14 (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial
15 approval of the Settlement.

16 12. “Gross Settlement Amount” means Five Hundred Thousand Dollars (\$500,000).

17 13. “Individual Settlement Payment” means the amount payable from the Net
18 Settlement Amount to each Settlement Class Member who does not submit a valid Request for
19 Exclusion from this Settlement.

20 14. “Net Settlement Amount” means the Gross Settlement Amount, less Class
21 Counsel Award, Class Representative Enhancement Awards, PAGA Payment, and Settlement
22 Administrator Costs.

23 15. “PAGA Payment” means a payment of Seven Thousand Five Hundred Dollars
24 (\$7,500) made to the California Labor and Workforce Development Agency (“LWDA”) in
25 exchange for the release of claims under the Private Attorneys General Act of 2004. A total of
26 Ten Thousand Dollars (\$10,000) will be allocated to PAGA, of which 75% (Seven Thousand
27 Five Hundred Dollars (\$7,500)) will be sent to the LWDA, and the remaining 25% (Two
28

1 Thousand Five Hundred Dollars (\$2,500)) shall remain in the Net Settlement Amount for
2 distribution to Participating Class Members.

3 16. "Participating Class Member" means any Settlement Class Member who does
4 not opt out of the Settlement by submitting a valid and timely Request for Exclusion.

5 17. "Parties" means Plaintiffs and Defendant, collectively, and "Party" shall mean
6 either Plaintiffs or Defendant.

7 18. "Payment Ratio" means the respective Total Workweeks for each Settlement
8 Class Member divided by the sum of Total Workweeks for all Settlement Class Members.

9 19. "Plaintiffs" and "Class Representatives" mean Norma Aguilar and Olga Iturbide.

10 20. "Released Claims" means any and all known and unknown claims, losses,
11 damages, liquidated damages, penalties, interest, liabilities, causes of action, civil complaints,
12 arbitration demands or suits which arise or could have arisen from the facts asserted in the
13 Action, including the Third Amended Complaint, including violations for meal periods, rest
14 breaks, failure to pay minimum wages, failure to pay overtime wages, timely payment of wages,
15 wage statements, waiting time penalties, violations of California Unfair Competition Law (Cal.
16 Bus. & Prof. Code §§ 17200, *et seq.*), and penalties under the Private Attorneys General Act
17 sections 2698, *et seq.*, or other remuneration whether sought under statute, tort, contract or as an
18 unfair business practice for the Class Period.

19 21. "Released Parties" means Defendant and any parent, subsidiary, affiliate,
20 predecessor or successor, and all agents, employees (current and former), officers, directors,
21 insurers and attorneys.

22 22. "Request for Exclusion" means a Settlement Class Member's signed, written,
23 valid request to be excluded or "opt out" of the Settlement.

24 23. "Response Deadline" means the date thirty (30) calendar days after the
25 Settlement Administrator mails the Notice to Settlement Class Members and the last date on
26 which Settlement Class Members may postmark written Requests for Exclusion or a Notice of
27 Objection to the Settlement. For Settlement Class Members who are sent re-mailed Class
28 Notices, the "Extended Response Deadline" shall mean thirty (30) calendar days from the date

1 the Settlement Administrator re-mails the Notice of Settlement to Class Members but not later
2 than forty-five (45) days from the Response Deadline. The Extended Response Deadline is the
3 last date on which Settlement Class Members who are sent re-mailed Class Notices may
4 postmark written Requests for Exclusion or a Notice of Objection to the Settlement.

5 24. “Settlement” means the disposition of the Action pursuant to this Agreement.

6 25. “Settlement Administration Costs” means the amount to be paid to the Settlement
7 Administrator from the Gross Settlement Amount for administration of this Settlement.

8 26. “Settlement Administrator” means CPT Group, Inc.

9 27. “Settlement Class Members” means all current and former hourly and/or piece
10 rate, nonexempt employees of Defendant within the State of California at any time during the
11 Class Period.

12 28. “Total Workweeks” means the number of weeks or fraction thereof worked by
13 Settlement Class Members during the Class Period.

14 **RECITALS**

15 29. Class Certification. Defendant contends that the facts do not justify class certification
16 under the governing legal standards. Consequently, the Parties will agree to a stipulated
17 “Settlement Class” solely for purposes of administration and resolution of this matter.
18 Should the Settlement not become final and effective as herein provided, class
19 certification shall immediately be set aside and the Settlement Class immediately
20 decertified. The Parties’ willingness to stipulate to class certification as part of the
21 Settlement shall have no bearing on, and shall not be admissible in or considered in
22 connection with, any other issue in this Action, including whether a class should be
23 certified in a non-settlement context in this Action and shall have no bearing on, and
24 shall not be admissible or considered in connection with, the issue of whether a class
25 should be certified in any other lawsuit. Defendant specifically denies any and all
26 liability.

27 30. Procedural History. On March 11, 2019, Plaintiffs filed a class and representative
28 enforcement PAGA action against Defendant for various alleged wage and hour violations.

1 Following Defendant's production of arbitration agreements Plaintiffs signed and subsequent
2 meet and confer efforts, Plaintiffs dismissed the class allegations, converting this action to a
3 representative enforcement PAGA action. Plaintiffs served formal written discovery, and
4 Defendant provided responses. Thereafter, the Parties agreed to go to mediation and exchange
5 further discovery informally. Following that exchange of informal discovery and data to assess
6 potential class-wide damages, the Parties participated in a private mediation with experienced
7 and respected mediator Jeffrey Krivis of First Mediation Services on August 10, 2020. The
8 Parties settled at the mediation and executed a Memorandum of Understanding at the conclusion
9 of the mediation. The Parties settled the case as a class action and agreed that Plaintiffs would
10 file a Third Amended Complaint to add class allegations once the Court enters the stipulation
11 for leave for Plaintiff to file a Third Amended Complaint. On September 22, 2020, Plaintiffs
12 filed a Third Amended Class Action and PAGA Enforcement Action Complaint based on the
13 same Labor Code violations pled in the Second Amended Complaint.

14 **TERMS OF AGREEMENT**

15 31. Release As to All Class Members. As of the Effective Date, Plaintiffs and the
16 Settlement Class Members who are not excluded from this Settlement, on behalf of themselves
17 and each of their heirs, representatives, successors, assigns and attorneys, hereby release
18 Defendant and Released Parties from the Released Claims as consideration for Defendant's
19 payment of the Gross Settlement Amount. The Released Claims shall be fully, finally and
20 forever released, relinquished and discharged.

21 32. Tax Liability. The Parties make no representations as to the tax treatment or legal
22 effect of the payments called for hereunder, and Settlement Class Members are not relying on
23 any statement or representation by the Parties in this regard.

24 33. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this
25 section, the "Acknowledging Party" and each Party to this Agreement other than the
26 Acknowledging Party, an "Other Party") acknowledges and agrees that (1) no provision of this
27 Agreement, and no written communication or disclosure between or among the Parties or their
28 attorneys and other advisers, is or was intended to be, nor shall any such communication or

1 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of
2 United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the
3 Acknowledging Party (a) has relied exclusively upon his, her, or its own, independent legal and
4 tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not
5 entered into this Agreement based upon the recommendation of any other party or any attorney
6 or advisor to any Other Party, and (c) is not entitled to rely upon any communication or
7 disclosure by any attorney or adviser to any Other Party to avoid any tax penalty that may be
8 imposed on the Acknowledging Party; and (3) no attorney or adviser to any Other Party has
9 imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
10 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
11 Acknowledging Party of the tax treatment or tax structure of any transaction, including any
12 transaction contemplated by this Agreement.

13 34. Notice and Preliminary Approval of Settlement. As part of this Settlement,
14 Plaintiffs will request that the Court: (a) grant preliminary approval of the Settlement, (b) certify
15 a Settlement Class, (c) approve distribution of Notice to Settlement Class Members, and (d)
16 grant final approval of the Settlement. Plaintiffs shall request a hearing before the Court to
17 obtain preliminary approval of the Settlement. In conjunction with the hearing, Plaintiffs will
18 submit this Agreement, which sets forth the terms of this Settlement, and will include a
19 proposed Notice, as necessary to implement the Settlement.

20 35. Settlement Administration. Within thirty (30) calendar days after the Court
21 grants preliminary approval of this Agreement, Defendant shall provide the Settlement
22 Administrator with the Class Information for purposes of mailing the Notice to Settlement Class
23 Members.

24 a. Notice by First Class U.S. Mail with Business Reply Mail Postage. Upon
25 receipt of the Class Information, the Settlement Administrator will perform a
26 search based on the National Change of Address Database to update and correct
27 any known or identifiable address changes. Within ten (10) business days after
28 receiving the Class Information from Defendant as provided herein, the

1 Settlement Administrator shall mail copies of the Notice to all Settlement Class
2 Members via regular First Class U.S. Mail. The Settlement Administrator shall
3 exercise its best judgment to determine the current mailing address for each
4 Settlement Class Member. The address identified by the Settlement
5 Administrator as the current mailing address shall be presumed to be the best
6 mailing address for each Settlement Class Member.

7 i. Undeliverable Notices. Any Notice returned to the Settlement
8 Administrator as undeliverable on or before the Response Deadline shall be
9 re-mailed to the forwarding address affixed thereto. If no forwarding
10 address is provided, the Settlement Administrator shall promptly attempt to
11 determine a correct address by use of skip-tracing, or other search using the
12 name, address and/or Social Security number of the respective Settlement
13 Class Member, and shall then perform a re-mailing, if another mailing
14 address is identified by the Settlement Administrator. If a Settlement Class
15 Member's Notice is returned to the Settlement Administrator more than
16 once as non-deliverable on or before the Response Deadline, then an
17 additional Notice need not be re-mailed and the Settlement Class Member
18 is deemed to have received Notice. The Settlement Administrator shall
19 email a Settlement Class Member's Notice upon request and proper
20 verification by the Settlement Class Member or their or her counsel,
21 provided a valid email address is given.

22 ii. Re-mailed Notices. In the event the Settlement Administrator re-
23 mails a Notice to a Settlement Class Member, the Settlement Administrator
24 will update the Response Deadline on the re-mailed Notice to reflect the
25 applicable Extended Response Deadline or else will include a cover letter
26 indicating the applicable Extended Response Deadline.

27 b. No Claim Form Necessary. All Settlement Class Members who do not
28 request to be excluded from the Settlement will receive Individual Settlement

1 Payments from the Net Settlement Amount; submission of a claim form is not
2 necessary to receive an Individual Settlement Payment. The estimated Individual
3 Settlement Payments will be stated in the Notice. This Settlement is non-
4 reversionary.

5 i. Disputes Regarding Individual Settlement Payments. Settlement
6 Class Members will have the opportunity, should they disagree with
7 Defendant's records regarding their employment dates or Total
8 Workweeks, to provide documentation and/or an explanation to correct the
9 information and seek modification of their estimated Individual Settlement
10 Payments. The employment dates and Total Workweeks provided by
11 Defendant are presumed to be correct unless documentation is timely
12 provided to show otherwise. If there is a dispute, the Settlement
13 Administrator will consult with the Parties to determine whether an
14 adjustment is warranted. The Settlement Administrator shall determine the
15 eligibility for, and the amounts of, any Individual Settlement Payments
16 under the terms of this Agreement. The Settlement Administrator's
17 determination of the eligibility for and amount of any Individual Settlement
18 Payment shall be final and binding upon the Settlement Class Members and
19 the Parties.

20 ii. Disputes Regarding Administration of Settlement. Any disputes
21 not resolved concerning the administration of the Settlement will be
22 resolved by the Court, under the laws of the State of California. Prior to
23 any such involvement of the Court, counsel for the Parties will confer in
24 good faith to resolve the disputes without the necessity of involving the
25 Court.

26 c. Requests for Exclusion. The Notice shall state that Settlement Class
27 Members who wish to exclude themselves from the Settlement must submit a
28 written Request for Exclusion by the Response Deadline or, if applicable,

1 Extended Response Deadline. A valid written Request for Exclusion: (1) must
2 contain the name, address, telephone number and the last four digits of the Social
3 Security number and/or the Employee ID number of the person requesting
4 exclusion, (2) must be signed by the Settlement Class Member; (3) must be
5 postmarked by the Response Deadline and returned to the Settlement
6 Administrator at the specified address; and (4) must describe the Settlement
7 Class Member's intent to request exclusion or to opt out, or words to that effect.
8 If a Request for Exclusion is submitted that does not meet all of the foregoing
9 requirements, it will not be deemed valid for exclusion from this Settlement. The
10 date of the postmark on the return mailing envelope of the Request for Exclusion
11 shall be the exclusive means used to determine whether the Request for
12 Exclusion was timely submitted. However, if the date of the postmark is illegible,
13 the Settlement Administrator shall take the earliest postmark date of other
14 domestic First Class Mail items it receives in the mail that day. Any Settlement
15 Class Member who requests to be excluded from the Settlement Class will not be
16 entitled to any recovery under the Settlement and will not be bound by the terms
17 of the Settlement or have any right to object, appeal or comment thereon.
18 Settlement Class Members who fail to submit a valid and timely written Request
19 for Exclusion on or before the Response Deadline shall be bound by all terms of
20 the Settlement and any Judgment entered in this Action, if the Settlement is
21 finally approved by the Court.

22 i. No later than twenty-one (21) calendar days after the Response
23 Deadline, the Settlement Administrator shall provide counsel for Defendant
24 with a complete list of the names of all Settlement Class Members who
25 have timely submitted valid, written Requests for Exclusion. Defendant
26 also agrees to provide Plaintiffs and/or the Court the names of those
27 Settlement Class Members who timely request exclusion from the
28 Settlement if ordered by the Court for purposes of approving the Settlement

1 or facilitating the administration of the Settlement. At no time shall any of
2 the Parties or their counsel seek to solicit or otherwise encourage members
3 of the Settlement Class to submit Requests for Exclusion from the
4 Settlement.

5 ii. No later than thirty (30) calendar days after the Response
6 Deadline, the Settlement Administrator will provide Defendant with an
7 accounting of all payments and awards payable from the Gross Settlement
8 Amount.

9 d. Objections. The Notice shall state that Settlement Class Members who
10 wish to object to the Settlement may mail to the Settlement Administrator a
11 written statement of objection (“Notice of Objection”) by the Response Deadline
12 or, if applicable, Extended Response Deadline. The date of the postmark on the
13 return envelope shall be the exclusive means for determining that a Notice of
14 Objection was timely submitted. However, if the date of the postmark is
15 illegible, the Settlement Administrator shall take the earliest postmark date of
16 other domestic First Class Mail items it receives in the mail that day. The Notice
17 of Objection must be signed by the Settlement Class Member and state: (1) the
18 full name, address, and telephone number of the Settlement Class Member; (2)
19 the last four digits of the Settlement Class Member’s Social Security number
20 and/or the Employee ID number; (3) the basis for the objection; and (4) whether
21 they/she intends to appear at the final approval hearing. However, a failure to
22 express an intention of appearing or an intention of not appearing at the final
23 approval hearing shall not preclude the Settlement Class Member from being
24 heard at the final approval hearing. Class Counsel shall include all objections
25 received and Plaintiff’s response(s) with Plaintiff’s motion for final approval of
26 the Settlement. Class Counsel shall not represent any Settlement Class Members
27 with respect to any such objections.
28

1 e. No Solicitation of Settlement Objections or Exclusions. The Parties agree
2 to use their best efforts to carry out the terms of this Settlement. At no time shall
3 any of the Parties or their counsel seek to solicit or otherwise encourage
4 Settlement Class Members to submit either Notices of Objection to the
5 Settlement or Requests for Exclusion from the Settlement, or to appeal from the
6 Court’s Final Judgment.

7 36. Funding and Allocation of Gross Settlement Amount. Defendant will deposit
8 \$250,000 in a Qualified Settlement Fund (“QSF”) within ten (10) days of the Effective Date.
9 Defendant will deposit the remaining balance of the Gross Settlement Amount of \$250,000 in
10 the QSF by or before December 31, 2021. Payments from the Gross Settlement Amount shall
11 be made, as specified in this Agreement and approved by the Court, for: (1) Individual
12 Settlement Payments to Settlement Class Members who do not request to be excluded, (2) Class
13 Representative Enhancement Awards, (3) Class Counsel Award, (4) PAGA Payment, and
14 (5) the Settlement Administration Costs. With each of the foregoing payments, Defendant shall
15 pay the employer’s share of employer taxes on the wage portion of the Individual Settlement
16 Payments in addition to the Gross Settlement Amount.

17 a. Individual Settlement Payments. Individual Settlement Payments will be
18 paid from the Net Settlement Amount and shall be paid pursuant to the terms set
19 forth herein. Individual Settlement Payments shall be mailed by regular First
20 Class U.S. Mail to the respective Settlement Class Member’s last known mailing
21 address within fourteen (14) calendar days after Defendant makes the second and
22 final funding payment to the Settlement Administrator for disbursement under
23 this Agreement. Individual Settlement Payments will be allocated as follows:
24 65% as wages, 15% as penalties, and 20% as interest. Any checks issued to
25 Settlement Class Members shall remain valid and negotiable for one hundred and
26 eighty (180) days from the date of their issuance.

27 i. Calculation of Individual Settlement Payments. Defendant will
28 calculate the Total Workweeks for each Settlement Class Member. The

1 respective Total Workweeks for each Settlement Class Member will be
2 divided by the Total Workweeks for all Settlement Class Members who
3 do not opt out, resulting in the Payment Ratio for each Settlement Class
4 Member. Each Settlement Class Member's Payment Ratio is then
5 multiplied by the Net Settlement Amount to determine their or her
6 Individual Settlement Payment. Each Individual Settlement Payment will
7 be reduced by any legally mandated deductions for each Settlement Class
8 Member. With the exception of the Class Representative Enhancement
9 Awards for the Class Representative, Settlement Class Members are not
10 eligible to receive any compensation under the Settlement other than
11 Individual Settlement Payments.

12 b. Uncashed Settlement Checks. Funds represented by Individual
13 Settlement Payment checks returned as undeliverable and Individual Settlement
14 Payment checks remaining uncashed for more than one hundred and eighty (180)
15 calendar days after issuance, plus any accrued interest in the Settlement
16 Administrator's qualified settlement fund that has not otherwise been distributed,
17 will be tendered to the California State Controller's Office's Unclaimed Property
18 Division in the name of the Participating Class Member.

19 c. Plaintiffs' General Release. In addition to Released Claims, Plaintiffs will make the
20 following additional general release ("General Release"): Plaintiffs release Defendant and
21 the Released Parties from all claims, demands, rights, liabilities and causes of action of
22 every nature and description whatsoever, known or unknown, asserted or that might have
23 been asserted, whether in tort, contract, or for violation of any state or federal statute, rule
24 or regulation arising out of, relating to, or in connection with any act or omission by or on
25 the part of any of the Released Parties committed or omitted prior to the execution hereof.
26 Plaintiffs stipulate and agree that they have expressly waived and relinquished, to the
27 fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the
28 California Civil Code, or any other provision under federal or state law, which provides:

1 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
2 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
3 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
4 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
5 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
6 **DEBTOR OR RELEASED PARTY.**

7
8 d. Class Representative Enhancement Awards. Subject to Court approval,
9 in exchange for the release of all Released Claims, a General Release under
10 Section 1542 of the California Civil Code, and for their time, effort, and risk in
11 bringing and prosecuting this matter, Plaintiffs Norma Aguilar and Olga Iturbide
12 shall be paid up to Five Thousand Dollars (\$5,000) each, subject to Court
13 approval. The Class Representative Enhancement Awards shall be paid directly
14 to Plaintiffs from the Gross Settlement Amount no later than seven (7) calendar
15 days after Defendant provides the settlement funds in full to the Settlement
16 Administrator for disbursement under this Agreement. Any portion of the
17 requested Class Representative Enhancement Awards that is not awarded to the
18 Class Representative shall be part of the Net Settlement Amount and shall be
19 distributed to Settlement Class Members as provided in this Agreement. The
20 Settlement Administrator shall issue an IRS Form 1099-MISC to Plaintiffs for
21 their Class Representative Enhancement Awards. Plaintiffs shall be solely and
22 legally responsible to pay any and all applicable taxes on their Class
23 Representative Enhancement Awards and shall hold harmless Defendant and
24 Released Parties from any claim or liability for taxes, penalties, or interest arising
25 as a result of the Class Representative Enhancement Awards. The Class
26 Representative Enhancement Awards shall be in addition to the Plaintiffs'
27 Individual Settlement Payment as a Settlement Class Member.
28

1 e. Class Counsel Award. Defendant agrees not to oppose or object to any
2 application or motion by Class Counsel for attorneys' fees not to exceed One
3 Hundred Sixty-Six Thousand Six Hundred Sixty-Seven Dollars (\$166,667) of the
4 Gross Settlement Amount. Defendant also agrees not to oppose any application
5 or motion by Class Counsel for the reimbursement of actual costs of up to Thirty-
6 Two Thousand Dollars (\$32,000), subject to submission of records to the Court,
7 associated with Class Counsel's prosecution of this Action from the Gross
8 Settlement Amount, and Class Counsel agrees not to appeal any award of
9 attorneys' fees or costs. Any portion of the requested Class Counsel Award that
10 is not awarded to Class Counsel shall be part of the Net Settlement Amount and
11 distributed to Settlement Class Members as provided in this Agreement. So long
12 as there are no objections, Class Counsel shall be paid any Court-approved fees
13 and costs no later than seven (7) calendar days after Defendant provides the
14 settlement funds in full to the Settlement Administrator for disbursement under
15 this Agreement. Class Counsel shall be solely and legally responsible to pay all
16 applicable taxes on the payment made pursuant to this paragraph. The
17 Settlement Administrator shall issue an IRS Form 1099-MISC to Class Counsel
18 for the payments made pursuant to this paragraph. This Settlement is not
19 contingent upon the Court awarding Class Counsel any particular amount in
20 attorneys' fees and costs.

21 f. PAGA Payment. Ten Thousand Dollars (\$10,000) shall be allocated to
22 the release of Plaintiffs' PAGA claim. From that allocation, the Settlement
23 Administrator shall make the PAGA Payment to the California Labor and
24 Workforce Development Agency in the amount of Seven Thousand Five
25 Hundred Dollars (\$7,500). The PAGA Payment will be paid from the Gross
26 Settlement Amount within fourteen (14) calendar days after Defendant provides
27 the full Gross Settlement Amount to the Settlement Administrator for
28 disbursement under this Agreement. The remaining Two Thousand Five

1 Hundred Dollars (\$2,500) of the amount allocated to the release of Plaintiffs'
2 PAGA claim shall be included as part of the Net Settlement Amount for payment
3 to Participating Class Members who do not request to be excluded from the
4 Settlement.

5 g. Settlement Administration Costs. The Settlement Administrator shall be
6 paid for the costs of administration of the Settlement from the Gross Settlement
7 Amount. The capped cost of administration for this Settlement is Fifteen
8 Thousand Five Hundred Dollars (\$15,500). The Settlement Administrator shall
9 provide the Parties with a declaration to support the cost of administration. The
10 Settlement Administrator shall be paid the Settlement Administration Costs no
11 later than seven (7) calendar days after Defendant provides the settlement funds
12 in full to the Settlement Administrator for disbursement under this Agreement.
13 The Settlement Administrator, on Defendant's behalf, shall have the authority
14 and obligation to make payments, credits and disbursements, including in the
15 manner set forth herein, to Settlement Class Members and the Internal Revenue
16 Service, calculated in accordance with the methodology set out in this Agreement
17 and orders of the Court.

18 i. The Parties agree to cooperate in the Settlement Administration
19 process and to make all reasonable efforts to control and minimize the
20 cost and expenses incurred in administration of the Settlement. The
21 Parties each represent they do not have any financial interest in the
22 Settlement Administrator or otherwise have a relationship with the
23 Settlement Administrator that could create a conflict of interest.

24 ii. The Settlement Administrator shall be responsible for: processing
25 and mailing payments and associated tax forms to the Plaintiffs, Class
26 Counsel, Settlement Class Members, the Internal Revenue Service, the
27 California Labor and Workforce Development Agency, California State
28 Treasury, the Unclaimed Property Division of the California State

1 Controller Office, printing, and mailing the Notice to the Settlement Class
2 Members, as directed by the Court; receiving and reporting the Requests
3 for Exclusion and Notices of Objection submitted by Settlement Class
4 Members; completing all tax reporting, withholdings, and payments to the
5 Internal Revenue Service; providing declaration(s) and reports as
6 necessary in support of preliminary and final approval of this Settlement
7 and upon completion of this settlement; and other tasks as the Parties
8 mutually agree or the Court orders the Settlement Administrator to
9 perform both before and after distribution of the Gross Settlement
10 Amount. The Settlement Administrator shall keep the Parties timely
11 apprised of the performance of all Settlement Administrator
12 responsibilities.

13 h. No person shall have any claim against Defendant, Defense Counsel,
14 Plaintiffs, Settlement Class Members, Class Counsel or the Settlement
15 Administrator based on distributions and payments made in accordance with this
16 Agreement.

17 37. Declarations by Settlement Administrator. The Settlement Administrator shall
18 submit a declaration in support of Plaintiffs' Motion for Preliminary Approval of this Settlement
19 detailing its qualifications, experience, and estimated costs for administration of this Settlement.
20 The Settlement Administrator shall submit a declaration in support of Plaintiffs' Motion for
21 Final Approval of this Settlement detailing the number of Notices mailed and re-mailed to
22 Settlement Class Members, the number of undeliverable Notices, the number of timely and valid
23 Requests for Exclusion, the number of timely and late objections received, if any, the amount of
24 the average Individual Settlement Payment and maximum and minimum Individual Settlement
25 Payments, the Settlement Administration Costs, and any other information as the Parties
26 mutually agree or the Court orders the Settlement Administrator to provide. If the Motion for
27 Final Approval is filed prior to the Response Deadline, the Settlement Administrator shall, if
28 requested to do so, submit a Supplemental Declaration following the Response deadline,

1 updating the information set forth above. Finally, the Settlement Administrator shall submit to
2 Class Counsel a Declaration of Compliance Regarding Disbursement of the Net Settlement
3 Amount to Participating Class Members, detailing the disbursement of funds and redirection of
4 the uncashed checks to the Unclaimed Property Division, at least one (1) week before Class
5 Counsel must file it with the Court.

6 38. Final Settlement Approval Hearing and Entry of Final Judgment. Upon
7 expiration of the Response Deadline, with the Court's permission, a Final Approval/Settlement
8 Fairness Hearing shall be conducted to determine final approval of the Settlement along with the
9 amount properly payable for (i) the Class Counsel Award, (ii) the Class Representative
10 Enhancement Awards, (iii) Individual Settlement Payments, (iv) the Settlement Administration
11 Cost, and (v) the PAGA Payment. Pursuant to California Rule of Court 3.769(h), after granting
12 final approval, the Court shall retain jurisdiction over the Parties to enforce the terms of the
13 judgment.

14 39. Omitted Class Members. If additional individuals not originally included on the
15 Class List are discovered after Class Notices have been distributed and no later than fourteen
16 (14) calendar days before the Final Approval Hearing, Defendant shall, in good faith, make a
17 determination as to whether those individuals should be deemed Settlement Class Members and
18 entitled to participate in the Settlement. If Defendant determines that the omitted individual is a
19 Settlement Class Member, the third-party administrator shall mail the individual a Class Notice
20 and recalculate the Individual Settlement Payments of all Settlement Class Members by the
21 formula set forth herein to include any additional shifts worked by any additional individuals
22 determined to be Settlement Class Members. The Omitted Class Member will have until thirty
23 five (35) days before the Effective Date to submit a Request for Exclusion or Objection. The
24 Omitted Class Member's Request for Exclusion or Objection must comply with the terms of this
25 Agreement to be deemed valid. If additional individuals not originally included on the Class
26 List are discovered later than thirty-five (35 days) before the Effective Date, those individuals
27 shall not be deemed Settlement Class Members, will not receive payment, and will not release
28 claims against Defendant or Released Parties. In the event there is a dispute regarding the Total

1 Workweeks for the Omitted Class Member, the provisions of paragraph 35(b)(i) of this
2 Agreement shall govern the dispute regarding the Total Workweeks for the Omitted Class
3 Member.

4 40. Nullification of Settlement Agreement. In the event: (i) the Court does not enter
5 an order for preliminary approval; (ii) the Court does not enter an order for final approval;
6 (iii) the Court does not enter a Final Judgment, (iv) the Effective Date is not triggered, or (v) the
7 Settlement does not become final for any other reason, this Settlement Agreement shall be null
8 and void and any order or judgment entered by the Court in furtherance of this Settlement shall
9 be treated as void from the beginning. In such case, Defendant shall not make any payment
10 under this Agreement, and the Parties shall proceed in all respects as if this Agreement had not
11 been executed, except that any fees already incurred by the Settlement Administrator shall be
12 paid by Defendant.

13 41. No Effect on Employee Benefits. Amounts paid to Plaintiffs or other Settlement
14 Class Members pursuant to this Agreement shall be deemed not to be pensionable earnings and
15 shall not have any effect on the eligibility for, or calculation of, any of the employee benefits
16 (e.g., vacations, holiday pay, retirement plans, etc.) of the Plaintiffs or Settlement Class
17 Members.

18 42. Publicity. The Parties and their counsel agree that this Settlement is confidential
19 (except for purposes of enforcement) and that neither party will issue or file a press release or
20 other public or non-public representation regarding the settlement or otherwise publicize the terms
21 of this Settlement, other than as necessary to obtain Court approval and effectuate the terms of
22 the settlement. Plaintiffs will not disparage Defendant or its counsel. Plaintiffs will not speculate
23 about the motivations behind the decision of Defendant to settle this Action. The Parties and their
24 counsel agree that they will not initiate or have any contact with the press, respond to any press
25 inquiry or have any communication with the press about this Action.

26 43. No Admission by Defendant. Defendant denies any and all claims alleged in this
27 Action and denies all wrongdoing whatsoever. This Agreement is not a concession or
28 admission of any liability or wrongdoing by Defendant, and it shall not be used against

1 Defendant as an admission with respect to any claim of fault, concession or omission by
2 Defendant.

3 44. Exhibits and Headings. The terms of this Agreement include the terms set forth
4 in the attached exhibit, which is incorporated by this reference as though fully set forth herein.
5 The exhibit to this Agreement is an integral part of the Settlement; however, the terms of this
6 Agreement control in case of conflict. The descriptive headings of any paragraphs or sections
7 of this Agreement are inserted for convenience of reference only.

8 45. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
9 Action, except such proceedings necessary to implement and complete the Settlement, pending
10 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

11 46. Amendment or Modification. This Agreement may be amended or modified
12 only by a written instrument signed by counsel for all Parties or their successors-in-interest.

13 47. Entire Agreement. This Agreement and the attached exhibit constitute the entire
14 Agreement among these Parties, and no oral or written representations, warranties or
15 inducements have been made to any Party concerning this Agreement or its exhibit other than
16 the representations, warranties and covenants contained and memorialized in the Agreement and
17 its exhibit.

18 48. Authorization to Enter into Settlement Agreement. Counsel for the Parties
19 warrant and represent they are expressly authorized by the Party whom they each represent to
20 negotiate this Agreement and to take all appropriate actions required or permitted to be taken by
21 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
22 documents required to effectuate the terms of this Agreement. The Parties and their counsel
23 will cooperate with each other and use their best efforts to effect the implementation of the
24 Settlement. In the event the Parties are unable to reach an agreement on the form or content of
25 any document needed to implement the Settlement, or on any supplemental provisions that may
26 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance
27 of the Court to resolve such disagreement. The person signing this Agreement on behalf of
28 Defendant represents and warrants that they/she is authorized to sign this Agreement on behalf

1 of Defendant. The person signing this Agreement on behalf of Plaintiffs represents and
2 warrants that he/she is authorized to sign this Agreement and that they/she has not assigned any
3 claim, or part of a claim, covered by this Settlement to a third-party.

4 49. Binding on Successors and Assigns. This Agreement shall be binding upon, and
5 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

6 50. California Law Governs. All terms of this Agreement and the exhibit hereto
7 shall be governed by and interpreted according to the laws of the State of California.

8 51. Counterparts. This Agreement may be executed in one or more counterparts. All
9 executed counterparts together shall be deemed to be one and the same instrument.

10 52. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this
11 Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this
12 Settlement after extensive arm's-length negotiations, taking into account all relevant factors,
13 present and potential.

14 53. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h),
15 the Parties agree that the Court shall retain jurisdiction with respect to the interpretation,
16 implementation and enforcement of the terms of this Agreement and all orders and judgments
17 entered in connection therewith, and the Parties and their counsel hereto submit to the
18 jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement
19 embodied in this Agreement and all orders and judgments entered in connection therewith.

20 54. Invalidity of Any Provision. Before declaring any provision of this Agreement
21 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
22 consistent with applicable precedents so as to define all provisions of this Agreement valid and
23 enforceable.

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28 [signatures to follow]

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PLAINTIFFS

Date: November 5, 2020

Norma Aguilar
Norma Aguilar

Date: _____

Olga Iturbide

CLASS COUNSEL
Shegerian & Associates, Inc.

Date: _____

Cheryl A. Kenner
Attorneys for Plaintiffs

DEFENDANT

Date: _____

Bryan Fiscalini
On behalf of Defendant
SANTA ROSA BERRY FARMS, LLC

DEFENDANT'S COUNSEL
Light Gabler

Date: _____

Glenn Dickinson
Attorneys for Defendant

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PLAINTIFFS

Date: _____

Norma Aguilar

Date: noviembre 5, 2020

O I M

Olga Iturbide

CLASS COUNSEL
Shegerian & Associates, Inc.

Date: November 5, 2020

Cheryl Kenner

Cheryl A. Kenner
Attorneys for Plaintiffs

DEFENDANT

Date: _____

Bryan Fiscalini
On behalf of Defendant
SANTA ROSA BERRY FARMS, LLC

DEFENDANT'S COUNSEL
Light Gabler

Date: _____

Glenn Dickinson
Attorneys for Defendant

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PLAINTIFFS


Date: _____
Norma Aguilar

Date: _____
Olga Iturbide


CLASS COUNSEL
Shegerian & Associates, Inc.

Date: _____
Cheryl A. Kenner
Attorneys for Plaintiffs

DEFENDANT

Date: 11/09/2020

Bryan Fiscalini
On behalf of Defendant
SANTA ROSA BERRY FARMS, LLC

DEFENDANT'S COUNSEL
Light Gabler

Date: 11-09-2020

Glenn Dickinson
Attorneys for Defendant