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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF KERN

11 JUAN CARLOS TREJO aka MAURO PEREZ,
12 individually, and on behalf of all others similarly
13 situated,

14 Plaintiff,

15 vs.

16 LENCIONI FARM SERVICES, INC., a
17 California corporation; and DOES 1 through 10,
18 inclusive,

19 Defendants
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Case No.: BCV-21-101136

CLASS ACTION

**CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Juan Carlos Trejo aka Mauro Perez (“Plaintiff”) and defendant Lencioni Farm Services (“Defendant” or “LFS”). The Agreement refers to Plaintiff and LFS collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant LFS titled *Juan Carlos Trejo aka Mauro Perez v. Lencioni Farm Services*, initiated on May 19, 2021, and pending in Superior Court of the State of California, County of San Kern, case number BCV-21-101136.
- 1.2. “Administrator” means the APEX Class Action, LLC the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses to administer the settlement.
- 1.4. “Aggrieved Employee” means any person employed by Defendant Lencioni Farm Services in California and classified as a non-exempt employee who worked for Lencioni Farm Services during the PAGA Period.
- 1.5. “Class” means all persons employed by Defendant Lencioni Farm Services in California and classified as a non-exempt employee who worked for Lencioni Farm Services during the Class Period.
- 1.6. “Class Counsel” means Kane Moon and Brett Gunther of Moon & Yang, APC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in LFS’s possession including the Class Member’s name, last-known mailing address, Social Security number, and

- 1 number of Class Period Workweeks and PAGA Period Workweeks (or sufficient
2 information for the Administrator to calculate the number of workweeks).
- 3 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a
4 Participating Class Member or Non-Participating Class Member (including a Non-
5 Participating Class Member who qualifies as an Aggrieved Employee).
- 6 1.10. “Class Member Address Search” means the Administrator’s investigation and search for
7 current Class Member mailing addresses using all reasonably available sources, methods
8 and means including, but not limited to, the National Change of Address database, skip
9 traces, and direct contact by the Administrator with Class Members.
- 10 1.11. “Class Notice” means the “Notice of Proposed Class Action Settlement”, to be mailed to
11 Class Members in English with a Spanish translation, in the form, without material
12 variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 13 1.12. “Class Period” means the period from May 19, 2017 to March 9, 2023, or through the date
14 in which the class period covers 18,333 workweeks worked by the putative Class
15 Members, whichever is earlier.
- 16 1.13. “Class Representative” means Juan Carlos Trejo aka Mauro Perez, the named Plaintiff in
17 the operative First Amended complaint in the Action seeking Court approval to serve as
18 the Class Representative.
- 19 1.14. “Class Representative Service Payment” means the up to \$7,500 payment to the Class
20 Representative for initiating the Action and providing services in support of the Action.
- 21 1.15. “Court” means the Superior Court of California, County of Kern.
- 22 1.16. “LFS” means named Defendant Lencioni Farm Services.
- 23 1.17. “Defense Counsel” means Jay L. Rosenlieb of KLEIN, DENATALE, GOLDNER,
24 COOPER, ROSENLIB & KIMBALL, LLP.
- 25 1.18. “Effective Date” means the date (i) the Court has approved the Settlement; (ii) the Court
26 has issued the Final Order and entered Judgment in accordance with the terms described
27 herein; (iii) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed
28 on appeal, the date of dismissal of such appeal, or the expiration of the time to file a

1 petition for writ of certiorari to the California Supreme Court, and (iv) if no appeal is filed,
2 the expiration date of the time for filing or noticing any appeal of the Judgment. It is the
3 inteion of the Parties that the Settlement shall not bcome effecive until the Court's order
4 approvaing the Class Settlement is completely final and there is no further recourse by an
5 appellant or objector who seeks to contest the Class Settlement.

6 1.19. "Employer Payroll Taxes" means LFS's share of payroll taxes on the Wage Portion of
7 Participating Class Members' Individual Class Payments.

8 1.20. "Final Approval Order and Judgment" means the Court's order granting final approval of
9 the Settlement and entering Judgment thereon.

10 1.21. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of
11 the Settlement.

12 1.22. "Gross Settlement Amount" means Two Hundred Fifty Thousand Dollars and Zero Cents
13 (\$250,000.00) which is the total amount LFS agrees to pay under this Settlement. In no
14 event shall LFS be obligated to pay more than the Gross Settlement Amount except as
15 provided in Paragraphs 3.2.5 and 8 below. The Gross Settlement Amount will be used to
16 pay (i) Individual Class Payments, (ii) Individual PAGA Payments, (iii) the LWDA PAGA
17 Payment, (iv) the Class Counsel Fees Payment, (v) the Class Counsel Litigation Expenses
18 Payment, (vi) the Class Representative Service Payment, and (vii) the Administration
19 Expense Payment.

20 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the
21 Net Settlement Amount calculated according to the number of Workweeks worked during
22 the Class Period.

23 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of
24 the PAGA Penalties calculated according to the number of Workweeks the Aggrieved
25 Employee worked during the PAGA Period.

26 1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

27 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency
28 entitled to PAGA Penalties under Labor Code § 2699(i).

- 1 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
2 under Labor Code § 2699(i).
- 3 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
4 payments in the amounts approved by the Court: (i) the LWDA PAGA Payment, (ii) Class
5 Representative Service Payment, (iii) Class Counsel Fees Payment, (iv) Class Counsel
6 Litigation Expenses Payment, and (v) the Administration Expenses Payment.
- 7 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
8 Settlement by sending the Administrator a valid and timely Request for Exclusion or any
9 Class Member who does not submit a timely Claim
- 10 1.30. “PAGA Period Workweek” means any workweek during which an Aggrieved Employee
11 worked for LFS for at least one day during the PAGA Period.
- 12 1.31. “PAGA Period” means the period from May 19, 2020 to March 9, 2023, or through the
13 date in which the class period covers 18,333 workweeks worked by the putative Aggrieved
14 Employees, whichever is earlier.
- 15 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 16 1.33. “PAGA Notice” means Plaintiff’s May 17, 2021 letter to LFS and the LWDA providing
17 notice pursuant to Labor Code § 2699.3(a).
- 18 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
19 Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500) and 75% to
20 the LWDA (\$7,500) in settlement of PAGA claims.
- 21 1.35. “Participating Class Member” means a Class Member who submits a valid and timely
22 claim to participate in the Settlement.
- 23 1.36. “Plaintiff” means Juan Carlos Trejo aka Mauro Perez, the named plaintiff in the Action.
- 24 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
25 Settlement.
- 26 1.38. “Preliminary Approval Order” means the Order Granting Preliminary Approval and
27 Approval of PAGA Settlement.
- 28 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2

1 below.

2 1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3
3 below.

4 1.41. "Released Parties" means: Defendant Lencioni Farm Services and each of its former and
5 present subsidiaries, parents, affiliated and related companies, divisions, subsidiaries,
6 successors, predecessors, and assigns, and their respective past and present directors,
7 officers, shareholders, owners, partners, employees, agents, representatives, members,
8 attorneys, advisors, accountants, insurers, trustees, heirs, executors, and administrators.

9 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be
10 excluded from the Class Settlement signed by the Class Member.

11 1.43. "Response Deadline" means 45 days after the Administrator mails Notice to Class
12 Members and Aggrieved Employees, and shall be the last date on which Class Members
13 may: (a) fax, email, or mail a claim to be included in the Settlement (b) fax, email, or mail
14 Requests for Exclusion from the Settlement, or (c) fax, email, or mail his or her objection
15 to the Settlement. Class Members to whom Notice Packets are resent after having been
16 returned undeliverable to the Administrator shall have an additional 14 days beyond the
17 Response Deadline has expired.

18 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the
19 Judgment.

20 1.45. "Total Settlement Payment" means Defendant's total monetary obligation under this
21 Settlement, equal to the court approved Class Representative Service Payment;
22 Administration Expenses Payment; Class Counsel Fees Payment; Class Counsel Litigation
23 Expenses Payment; PAGA Penalties; and the portion of the Net Settlement Amount
24 claimed by Settlement Class Members. Defendant retains a reversionary interest in the
25 remainder of the Net Settlement Amount that is not claimed by the Settlement Class
26 Members. Beyond the Total Settlement Payment, Defendant will not be called upon or
27 required to contribute additional monies, except with respect to the employer's share of
28 payroll taxes for the portion of Individual Settlement Payments allocated and paid as

1 wages.

2 1.46. "Workweek" means any week during which a Class Member worked for LFS for at least
3 one day, during the Class Period.

4
5 **2. RECITALS.**

6 2.1. On May 19, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes
7 of action against Defendant LFS for 1) failure to pay minimum wages; 2) failure to pay
8 overtime compensation; 3) failure to provide meal periods; 4) failure to authorize and
9 permit rest breaks; 5) failure to indemnify necessary business expenses; 6) failure to timely
10 pay final wages at termination; 7) failure to provide accurate itemized wage statements;
11 and 8) unfair business practices. On August 30, 2021, Plaintiff filed a First Amended
12 Complaint adding a Ninth Cause of Action against Defendants for PAGA civil penalties.
13 The First Amended Complaint is the operative complaint in the Action (the "Operative
14 Complaint"). Defendant denies the allegations in the Operative Complaint, denies any
15 failure to comply with the laws identified in in the Operative Complaint, and denies any
16 and all liability for the causes of action alleged.

17 2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to LFS and the
18 LWDA by sending the PAGA Notice.

19 2.3. On March 9, 2023, the Parties participated in an all-day mediation presided over by
20 experienced employment mediator Kelly Knight, Esq. which led to this Agreement to settle
21 the Action.

22 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, information sufficient to
23 meaningfully evaluate the claims at issue, including applicable policy documents and a
24 sample of time and pay records for the Class. Plaintiff's investigation was sufficient to
25 satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.
26 App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116,
27 129-130 (2008) ("*Dunk/Kullar*").

28 2.5. The Court has not granted class certification.

1 2.6. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any
2 other pending matter or action asserting claims that will be extinguished or affected by the
3 Settlement.

4
5 **3. MONETARY TERMS.**

6 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, LFS
7 promises to pay the total amount of Two Hundred Fifty Thousand Dollars and Zero Cents
8 (\$250,000.00). LFS has no obligation to pay the Gross Settlement Amount prior to the
9 deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the
10 Gross Settlement Amount to Participating Class Members or Aggrieved Employees based
11 upon receipt of a claim submitted by a Participating Class Member as a condition of
12 payment. Aggrieved Employees will not have to submit a claim to receive payment of any
13 PAGA penalties owed based on the Aggrieved Employee working during the PAGA
14 period. LFS retains a reversionary interest in the remainder of the Gross Settlement
15 Amount after disbursement to Participating Class Members and the Aggrieved Employees,
16 and the payments listed in Paragraph 3.2 are deducted from the Gross Settlement Amount.

17 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
18 following payments from the Gross Settlement Amount, in the amounts specified by the
19 Court in the Final Approval Order and Judgment:

20 3.2.1. To Plaintiff: Class Representative Service Payment of not more than Seven
21 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (in addition to any
22 Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled
23 to receive as a Participating Class Member and Aggrieved Employee). LFS will
24 not oppose Plaintiff's request for a Class Representative Service Payment that does
25 not exceed this amount. As part of the motion for Class Counsel Fees Payment and
26 Class Litigation Expenses Payment, Plaintiff will seek Court approval for the Class
27 Representative Service Payment no later than 16 court days prior to the Final
28 Approval Hearing. If the Court approves a Class Representative Service Payment

1 less than the amount requested, the remainder will be added to the Net Settlement
2 Amount. The Administrator will pay the Class Representative Service Payment
3 using IRS Form 1099. Plaintiff assumes full responsibility and liability for
4 employee taxes owed on the Class Representative Service Payment.

5 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-three
6 and one third percent (33 1/3%) of the Gross Settlement Amount (i.e., Eighty
7 Three Thousand Three Hundred Dollars and Thirty Three Cents (\$83,333.33) and a
8 Class Counsel Litigation Expenses Payment of not more than Twenty Thousand
9 Dollars and Zero Cents (\$20,000.00). LFS will not oppose requests for these
10 payments provided that Class Counsel's requests do not exceed these amounts.
11 Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment
12 and Class Litigation Expenses Payment no later than 16 court days prior to the
13 Final Approval Hearing. If the Court approves a Class Counsel Fees Payment
14 and/or a Class Counsel Litigation Expenses Payment less than the amounts
15 requested, the remainder will be added to the Net Settlement Amount. Released
16 Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel
17 arising from any claim to any portion of any Class Counsel Fee Payment and/or
18 Class Counsel Litigation Expenses Payment. The Administrator will pay the Class
19 Counsel Fees Payment and Class Counsel Expenses Payment using one or more
20 IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes
21 owed on the Class Counsel Fees Payment and the Class Counsel Litigation
22 Expenses Payment and holds LFS harmless, and indemnifies LFS, from any
23 dispute or controversy regarding any division or sharing of any of these Payments.

24 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed Nine
25 Thousand Dollars and Zero Cents (\$9,000.00) except for a showing of good cause
26 and as approved by the Court. To the extent the Administration Expenses are less
27 or the Court approves payment less than \$9,000.00, the remainder will be added to
28 the Net Settlement Amount.

1 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by
2 (a) dividing the Net Settlement Amount (after deduction of Employer Payroll
3 Taxes) by the total number of Workweeks worked by all Participating Class
4 Members during the Class Period and (b) multiplying the result by each
5 Participating Class Member's Workweeks.

6 3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of
7 each Participating Class Member's Individual Class Payment will be
8 allocated to settlement of wage claims (the "Wage Portion"). The Wage
9 Portions are subject to tax withholding and will be reported on an IRS W-2
10 Form. The remaining eighty percent (80%) of each Participating Class
11 Member's Individual Class Payment will be allocated to settlement of
12 claims for interest and penalties (the "Non-Wage Portion"). The Non-
13 Wage Portions are not subject to wage withholdings and will be reported
14 on IRS 1099 Forms. Participating Class Members assume full
15 responsibility and liability for any employee taxes owed on their Individual
16 Class Payments.

17 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
18 Class Payments. Non-Participating Class Members will not receive any
19 Individual Class Payments. Defendant will retain a reversionary interest in
20 the amounts equal to Non-Participating Members' Individual Class
21 Payments in the Net Settlement Amount.

22 3.2.5. Employer Payroll Taxes: The Administrator shall calculate Employer Payroll
23 Taxes and provide a final accounting of the Total Settlement Payment and
24 Employer Payroll Taxes to be paid by Defendant by the deadline for funding the
25 settlement, pursuant to the terms of the Settlement.

26 3.2.6. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Ten
27 Thousand Dollars and Zero Cents (\$10,000.00) to be paid from the Gross
28 Settlement Amount, with seventy-five percent (75%) (i.e., Seven Thousand Five

1 Hundred Dollars and Zero Cents (\$7,500.00)) allocated to the LWDA PAGA
2 Payment and twenty-five percent (25%) (i.e., Two Thousand Five Hundred Dollars
3 and Zero Cents (\$2,500.00)) allocated to the Individual PAGA Payments.

4 3.2.6.1. The Administrator will calculate each Individual PAGA Payment by (a)
5 dividing the amount of the Aggrieved Employees' 25% share of PAGA
6 Penalties (i.e., \$2,500) by the total number of PAGA Period Workweeks
7 worked by all Aggrieved Employees during the PAGA Period and (b)
8 multiplying the result by each Aggrieved Employee's PAGA Period
9 Workweeks. Aggrieved Employees assume full responsibility and liability
10 for any taxes owed on their Individual PAGA Payments.

11 3.2.6.2. If the Court approves PAGA Penalties of less than the amount requested,
12 the remainder will be added to the Net Settlement Amount. The
13 Administrator will report the Individual PAGA Payments on IRS 1099
14 Forms.

15
16 **4. SETTLEMENT FUNDING AND PAYMENTS.**

17 4.1. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of
18 the Settlement, LFS will deliver the Class Data to the Administrator, in the form of a
19 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator
20 must maintain the Class Data in confidence, use the Class Data only for purposes of this
21 Settlement and for no other purpose, and restrict access to the Class Data to Administrator
22 employees who need access to the Class Data to effect and perform under this Agreement.
23 The Administrator shall not disclose any of the Class Data to Class Counsel. LFS has a
24 continuing duty to immediately notify Class Counsel if it discovers that the Class Data
25 omitted Class Member identifying information and to provide corrected or updated Class
26 Data as soon as reasonably feasible. Without any extension of the deadline by which LFS
27 must send the Class Data to the Administrator, the Parties and their counsel will
28

1 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues
2 related to missing or omitted Class Data. Nothing in this section shall work to prohibit or
3 prevent Class Counsel from fulfilling their fiduciary duties to the Class.

4 4.2. Funding of Settlement Amount. The Gross Settlement Amount shall be \$250,000.00.
5 Within ten (10) calendar days after the Effective Date, the Administrator will provide the
6 Parties with an accounting of the Total Settlement Payment and employer portion of
7 payroll taxes to be paid by LFS pursuant to the terms of the Settlement. LFS shall deposit
8 the Total Settlement Payment and employer-side payroll taxes, as determined by the
9 Administrator, into a Qualified Settlement Fund account to be established by the
10 Administrator no later than sixty (60) days after the Effective Date. In no event shall LFS
11 be responsible for any payments in excess of the Gross Settlement Amount. LFS's
12 monetary obligation under this Settlement is limited to the Total Settlement Payment
13 amount. LFS retains a revisionary interest in the remainder of the Net Settlement
14 Amount that is not claimed by Settlement Claims Members. Beyond the Total Settlement
15 Payment, LFS will not be called upon or required to contribute additional monies, except
16 with respect to the employer's share of payroll taxes.

17 4.3. Payments from the Gross Settlement Amount. Within fourteen (14) days after LFS funds
18 the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
19 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the
20 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel
21 Litigation Expenses Payment, and the Class Representative Service Payment.
22 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
23 Payment, and the Class Representative Service Payment shall not precede disbursement of
24 Individual Class Payments and Individual PAGA Payments.

25 4.3.1. The Administrator will issue checks for the Individual Class Payments and
26 Individual PAGA Payments and send them to the Participating Class Members via
27 First Class U.S. Mail, postage prepaid. The face of each check shall prominently
28 state the date (not less than 180 days after the date of mailing) when the check will

1 be voided. The Administrator will cancel all checks not cashed by the void date.
2 The Administrator will send checks for Individual Settlement Payments to all
3 Participating Class Members (including those for whom Class Notice was returned
4 undelivered). The Administrator will send checks for Individual PAGA Payments
5 to all Aggrieved Employees including Non-Participating Class Members who
6 qualify as Aggrieved Employees (including those for whom Class Notice was
7 returned undelivered). The Administrator may send Participating Class Members a
8 single check combining the Individual Class Payment and the Individual PAGA
9 Payment. Before mailing any checks, the Settlement Administrator must update
10 the recipients' mailing addresses using the National Change of Address Database.

11 4.3.2. The Administrator must conduct a Class Member Address Search for all other
12 Class Members whose checks are returned undelivered without USPS forwarding
13 address. Within seven (7) days of receiving a returned check the Administrator
14 must re-mail checks to the USPS forwarding address provided or to an address
15 ascertained through the Class Member Address Search. The Administrator need
16 not take further steps to deliver checks to Class Members whose re-mailed checks
17 are returned as undelivered. The Administrator shall promptly send a replacement
18 check to any Class Member whose original check was lost or misplaced, requested
19 by the Class Member prior to the void date.

20 4.3.3. For any Class Member whose Individual Class Payment check or Individual
21 PAGA Payment check is uncashed and cancelled after the void date, the
22 Administrator shall transmit the funds represented by such checks to the California
23 Controller's Unclaimed Property Fund in the name of the Class Member thereby
24 leaving no "unpaid residue" subject to the requirements of California Code of Civil
25 Procedure § 384(b).

26 4.3.4. The payment of Individual Class Payments and Individual PAGA Payments shall
27 not obligate LFS to confer any additional benefits or make any additional payments
28 to Class Members (such as 401(k) contributions or bonuses) beyond those

1 specified in this Agreement.

2 4.3.5. The Administrator shall remit payment for Employer Payroll Taxes to the
3 appropriate taxing authorities within the deadlines established by law.
4

5 **5. RELEASES OF CLAIMS.**

6 Effective on the date when LFS fully funds the entire Gross Settlement Amount, Plaintiff,
7 Participating Class Members, Aggrieved Employees, and Class Counsel will release claims against all
8 Released Parties as follows:

9 5.1. Plaintiff's Release.

10 5.1.1. Scope of Plaintiff's Release. Plaintiff and his former and present spouses, family
11 members, representatives, agents, attorneys, heirs, administrators, successors, and
12 assigns generally, release and discharge Released Parties from all claims,
13 transactions, or occurrences from the beginning of time through the date Plaintiff
14 signs this Agreement, including, but not limited to: all claims under the California
15 Labor Code; the California Fair Employment and Housing Act; the California
16 Family Rights Act; the California Constitution; the California Government Code;
17 the California Civil Code; any Industrial Welfare Commission Wage Order; the
18 Americans with Disabilities Act, as amended; Title VII of the Civil Rights Act of
19 1964, as amended; the Civil Rights Act of 1991; 42 U.S.C. § 1981, as amended;
20 the Age Discrimination in Employment Act, as amended; the Fair Labor Standards
21 Act, as amended; the Equal Pay Act; the Rehabilitation Act of 1973; the Family
22 and Medical Leave Act; any and all other federal, state, and local statutes,
23 ordinances, regulations, rules, and other laws, and all claims based on
24 constitutional, statutory, common law, or regulatory grounds, as well as all other
25 claims based on theories of wrongful or constructive discharge, breach of contract
26 or implied contract, fraud, misrepresentation, promissory estoppel, intentional
27 and/or negligent infliction of emotional distress, or damages under any other
28 federal, state, or local statutes, ordinances, regulations, rules, or laws. This release

1 is for any and all relief, no matter how denominated, including, but not limited to,
2 back pay, front pay, vacation pay, bonuses, compensatory damages, tortious
3 damages, liquidated damages, punitive damages, damages for pain and suffering,
4 and attorneys' fees and costs ("Plaintiff's Release.") Plaintiff's Release does not
5 extend to any claims or actions that cannot be released as a matter of law, including
6 claims for vested benefits, unemployment benefits, disability benefits, social
7 security benefits, or workers' compensation benefits. Plaintiff acknowledges that
8 Plaintiff may discover facts or law different from, or in addition to, the facts or law
9 that Plaintiff now knows or believes to be true but agrees, nonetheless, that
10 Plaintiff's Release shall be and remain effective in all respects, notwithstanding
11 such different or additional facts or Plaintiff's discovery of them.

12 5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of
13 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,
14 rights, and benefits, if any, of Section 1542 of the California Civil Code, which
15 reads:

16 **A general release does not extend to claims that the creditor or**
17 **releasing party does not know or suspect to exist in his or her favor**
18 **at the time of executing the release and that, if known by him or**
her, would have materially affected his or her settlement with the
debtor or released party.

19 5.2. Release by Participating Class Members: All Participating Class Members, on behalf of
20 themselves and their respective former and present spouses, family members,
21 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
22 Released Parties from all claims that were alleged, or reasonably could have been alleged,
23 based on the Class Period facts stated in the Operative Complaint, including, e.g., any and
24 all claims arising under California Labor Code sections 201, 202, 203, 204, 218.5, 218.6,
25 226, 226.7, 510, 512, 1174(d), 1174.5, 1194, 1194.2, 1197, 1198, 2802 and the applicable
26 Industrial Welfare Commission Wage Orders based on any alleged failure to pay
27 minimum wage; failure to pay overtime compensation; failure to provide meal periods;
28 failure to authorize and permit rest periods; failure to indemnify necessary business

1 expenses; failure to timely pay final wages; failure to timely pay wages during
2 employment; failure to provide accurate wage statements; failure to keep adequate
3 records; and unfair business practices arising under California Business and Professions
4 Code section 17200 *et seq.* Excluded from this portion of the release are claims for
5 PAGA penalties that were alleged, or reasonably could have been alleged, based on the
6 PAGA Period facts stated in the Operative Complaint and the Plaintiff's PAGA Notice.
7 Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not
8 release any other claims, including claims for vested benefits, wrongful termination,
9 violation of the Fair Employment and Housing Act, unemployment insurance, disability,
10 social security, workers' compensation, or claims based on facts occurring outside the
11 Class Period.

12 5.3. Release by Class Members Who Are Aggrieved Employees: All Class Members who are
13 Aggrieved Employees are deemed to release, on behalf of themselves and their respective
14 former and present spouses, family members, representatives, agents, attorneys, heirs,
15 administrators, successors, and assigns, the Released Parties from all claims for PAGA
16 penalties that were alleged, or reasonably could have been alleged, based on the PAGA
17 Period facts stated in the Operative Complaint and/or the Plaintiff's PAGA Notice,
18 including any claim for PAGA penalties based on alleged violations of California Labor
19 Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558,
20 1174(d), 1174.5, 1194, 1194.2, 1197, 1198, 2802 and the applicable Industrial Welfare
21 Commission Wage Orders based on any alleged failure to pay minimum wage; failure to
22 pay overtime compensation; failure to provide meal periods; failure to authorize and
23 permit rest periods; failure to indemnify necessary business expenses; failure to timely
24 pay final wages; failure to timely pay wages during employment; failure to provide
25 accurate wage statements; and/or failure to keep adequate records.

26
27 **6. MOTION FOR PRELIMINARY APPROVAL.**

28 The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for

1 Preliminary Approval”).

2 6.1. Responsibilities of Counsel. Class Counsel will be responsible for expeditiously finalizing
3 and filing the Motion for Preliminary Approval no later than thirty (30) days after the full
4 execution of this Agreement; obtaining a prompt hearing date for the Motion for
5 Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for
6 Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary
7 Approval Order to the Administrator.

8 6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
9 Preliminary Approval and/or the supporting declarations and documents, Class Counsel
10 and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
11 in person or by telephone, and in good faith, to resolve the disagreement. If the Court does
12 not grant Preliminary Approval or conditions Preliminary Approval on any material
13 change to this Agreement, Class Counsel and Defense Counsel will expeditiously work
14 together on behalf of the Parties by meeting in person or by telephone, and in good faith, to
15 modify the Agreement and otherwise satisfy the Court’s concerns.

16
17 **7. SETTLEMENT ADMINISTRATION.**

18 7.1. Selection of Administrator. The Parties have jointly selected APEX Class Action, LLC.
19 to serve as the Administrator and verified that, as a condition of appointment, APEX Class
20 Action, LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all
21 duties specified in this Agreement in exchange for payment of Administration Expenses.
22 The Parties and their Counsel represent that they have no interest or relationship, financial
23 or otherwise, with the Administrator other than a professional relationship arising out of
24 prior experiences administering settlements.

25 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
26 Identification Number for purposes of calculating payroll tax withholdings and providing
27 reports state and federal tax authorities.

28 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets

1 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation §
2 468B-1.

3 7.4. Notice to Class Members.

4 7.4.1. No later than three (3) business days after receipt of the Class Data, the
5 Administrator shall notify Class Counsel that the list has been received and state
6 the number of Class Members, Aggrieved Employees, and Workweeks in the
7 Class Data.

8 7.4.2. Using best efforts to perform as soon as possible, and in no event later than
9 fourteen (14) days after receiving the Class Data, the Administrator will send to all
10 Class Members identified in the Class Data, via first-class United States Postal
11 Service (“USPS”) mail, the Class Notice with Spanish translation substantially in
12 the form attached to this Agreement as Exhibit A. The first page of the Class
13 Notice shall prominently estimate the dollar amounts of any Individual Class
14 Payment and Individual PAGA Payment (if applicable) payable to the Class Member,
15 and the number of Workweeks and PAGA Period Workweeks (if applicable) used
16 to calculate these amounts. Before mailing Class Notices, the Administrator shall
17 update Class Member addresses using the National Change of Address database.

18 7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class
19 Notice returned by the USPS as undelivered, the Administrator shall re-mail the
20 Class Notice using any forwarding address provided by the USPS. If the USPS
21 does not provide a forwarding address, the Administrator shall conduct a Class
22 Member Address Search, and re-mail the Class Notice to the most current address
23 obtained. The Administrator has no obligation to make further attempts to locate
24 or send Class Notice to Class Members whose Class Notice is returned by the
25 USPS a second time.

26 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks,
27 and Requests for Exclusion will be extended an additional seven (7) days beyond
28 the forty-five (45) days otherwise provided in the Class Notice for all Class

1 Members whose notice is re-mailed. The Administrator will inform the Class
2 Member of the extended deadline with the re-mailed Class Notice.

3 7.4.5. If the Administrator, LFS, or Class Counsel is contacted by or otherwise discovers
4 any persons who believe they should have been included in the Class Data and
5 should have received Class Notice, the Parties will expeditiously meet and confer
6 in person or by telephone, and in good faith, in an effort to agree on whether to
7 include them as Class Members. If the Parties agree, such persons will be Class
8 Members entitled to the same rights as other Class Members, and the
9 Administrator will send, via email or overnight delivery, a Class Notice requiring
10 them to exercise options under this Agreement not later than fourteen (14) days
11 after mailing the Class Notice, or the deadline dates in the Class Notice, which ever
12 are later.

13 7.5. Requests for Inclusion in Settlement (Opt-Ins).

14 7.5.1. Class Members who wish to participate (opt-into) as Participating Class Members
15 in the Class Settlement must send the Administrator, by fax or mail, a signed
16 written Request for Inclusion not later than forty-five (45) days after the
17 Administrator mails the Class Notice (plus an additional seven (7) days for Class
18 Members whose Class Notice is re-mailed). A Request for Inclusion is written
19 notice from a Class Member or his/her representative that reasonably
20 communicates the Class Member's election to be included in the Settlement. A
21 valid Request for Inclusion must include sufficient identifying information to
22 identify the Class Member, including their name, address, signature, and email
23 address or telephone number. To be valid, a Request for Inclusion must be timely
24 faxed, emailed, or postmarked by the Response Deadline.

25 7.5.2. If the Administrator has reason to question the authenticity of a Request for
26 Inclusion, the Administrator may demand additional proof of the Class Member's
27 identity. The Administrator's determination of authenticity shall be final and not
28 appealable or otherwise susceptible to challenge.

1 7.5.3. Every Class Member who submits a timely and valid Request for Inclusion is
2 deemed to be a Participating Class Member under this Agreement, entitled to all
3 benefits and bound by all terms and conditions of the Settlement, including the
4 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this
5 Agreement, regardless of whether the Participating Class Member actually receives
6 the Class Notice or objects to the Settlement.

7 7.5.4. Every Class Member who fails to submit a valid and timely Request for Inclusion
8 is a Non-Participating Class Member and shall not receive an Individual Class
9 Payment and shall not have the right to object to the class action components of the
10 Settlement. Because future PAGA claims are subject to claim preclusion upon
11 entry of the Judgment, Non-Participating Class Members who are Aggrieved
12 Employees are deemed to release the claims identified in Paragraph 5.3 of this
13 Agreement and will still receive an Individual PAGA Payment, notwithstanding
14 their failure to submit a Request for Inclusion in the Class portion of the
15 Settlement.

16 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45)
17 days after the Administrator mails the Class Notice (plus an additional seven (7) days for
18 Class Members whose Class Notice is re-mailed) to challenge the number of Class
19 Workweeks and PAGA Period Workweeks (if any) allocated to the Class Member in the
20 Class Notice. The Class Member may challenge the allocation by communicating with the
21 Administrator in writing via fax or mail. The Administrator must request that the
22 challenging Class Member submit supporting documentation. In the absence of any
23 contrary documentation, the Administrator is entitled to presume that the Workweeks
24 contained in the Class Notice are correct so long as they are consistent with the Class Data.
25 The Administrator's determination of each Class Member's allocation of Workweeks shall
26 be final and not appealable or otherwise susceptible to challenge. The Administrator shall
27 promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel
28 and Class Counsel (without disclosing identifying information about challenging Class

Members to Class Counsel) and the Administrator's determination as to the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members (i.e., Class Members who submit valid and timely Requests for Inclusion) may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment. Aggrieved Employees have no right to object to the PAGA portion of the Settlement.

7.7.2. For any Participating Class Member to object, the Class Member must send written objections to the Administrator, signed by the Class Member, by fax or mail, no later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional seven (7) days for Class Members whose Class Notice was re-mailed). The Settlement Administrator shall send all objections it receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Participating Class Members may also appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. The Court retains final authority with respect to the consideration and admissibility of any Class Member objections.

7.7.3. Non-Participating Class Members (i.e., Class Members who fail to submit valid and timely Requests for Inclusion) have no right to object to any of the class action components of the Settlement.

7.7.4. Aggrieved Employees shall have no right to object to the PAGA portion of the Settlement and shall be bound by the Release of claims identified in Paragraph 5.3 of this Agreement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Requests for Inclusion (Opt-Ins). The Administrator will promptly review on a

1 rolling basis Requests for Inclusion to ascertain their validity. Not later than 5 days
2 after the expiration of the deadline for submitting Requests for Inclusion, the
3 Administrator shall email a list to Class Counsel and Defense Counsel containing
4 (a) the employee identification number (not names or other identifying
5 information) of Class Members who have timely submitted valid Requests for
6 Inclusion (“Inclusion List”); and (b) the by employee identification number (not
7 names or other identifying information) of Class Members who have submitted
8 invalid Requests for Inclusion. The Administrator will not disclose any Class Data
9 or identifying information for Participating Class Members to Class Counsel until
10 after the Final Approval hearing and only after Defense Counsel and Class Counsel
11 jointly confirm to the Administrator that the Court will enter the Final Approval
12 Order and Judgment.

13 7.8.2. Weekly Reports. The Administrator must, on a weekly basis, provide written
14 reports to Class Counsel and Defense Counsel that, among other things, tally the
15 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered,
16 Requests for Inclusion (whether valid or invalid) received, objections received,
17 challenges to Workweeks received and/or resolved, and checks mailed for
18 Individual Class Payments and Individual PAGA Payments (“Weekly Report”).
19 The Weekly Reports must include provide the Administrator’s assessment of the
20 validity of Requests for Inclusion and attach copies of all Requests for Inclusion
21 and objections received.

22 7.8.3. Workweek Challenges. The Administrator has the authority to address and make
23 final decisions consistent with the terms of this Agreement on all Class Member
24 challenges over the calculation of Workweeks. The Administrator’s decision shall
25 be final and not appealable or otherwise susceptible to challenge.

26 7.8.4. Administrator’s Declaration. Not later than fourteen (14) days before the date by
27 which Plaintiff is required to file the Motion for Final Approval of the Settlement,
28 the Administrator will provide to Class Counsel and Defense Counsel, a signed

1 declaration suitable for filing in Court attesting to its due diligence and compliance
2 with all of its obligations under this Agreement, including, but not limited to, its
3 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing
4 of Class Notices, attempts to locate Class Members, the total number of Requests
5 for Inclusion from Settlement it received (both valid or invalid), and the number of
6 written objections, and attach the Inclusion List. The Administrator will
7 supplement its declaration as needed or requested by the Parties and/or the Court.
8 Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

9 7.8.5. Final Report by Settlement Administrator. Within ten (10) days after the
10 Administrator disburses all funds in the Gross Settlement Amount, the
11 Administrator will provide Class Counsel and Defense Counsel with a final report
12 detailing its disbursements by employee identification number only of all payments
13 made under this Agreement. At least fifteen (15) days before any deadline set by
14 the Court, the Administrator will prepare, and submit to Class Counsel and
15 Defense Counsel, a signed declaration suitable for filing in Court attesting to its
16 disbursement of all payments required under this Agreement. Class Counsel is
17 responsible for filing the Administrator's declaration in Court.
18

19 **8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**

20 Based on its records at the time of mediation, LFS estimated that there were approximately 16,667
21 Total Workweeks from the start of the Class Period, or May 19, 2017 through March 9, 2023. The Parties
22 agreed that the maximum number of Workweeks to be included in the Class Period shall not exceed 10%
23 from the original estimate of 16,667 Workweeks i.e., 18,333 Workweeks. However, should the number of
24 workweeks exceed 18,333, and Plaintiff elects to enforce the escalation clause Defendant will have the
25 right, in the exercise of its sole discretion, to either limit the class period to the time at which the number of
26 workweeks reaches 18,333 or increase the Net Settlement Amount proportionately for each additional
27 Workweek in excess of 18,333 as of the hearing date on Plaintiff's Motion for Preliminary Approval.
28

1 **9. MOTION FOR FINAL APPROVAL.**

2 Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will
3 file in Court, a motion for final approval of the Settlement that includes a request for approval of the
4 PAGA Penalties under Labor Code § 2699(I), a Proposed Final Approval Order and a proposed Judgment
5 (collectively “Motion for Final Approval”). Class Counsel and Defense Counsel will expeditiously meet
6 and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the
7 Motion for Final Approval.

8 9.1. Response to Objections. Each Party retains the right to respond to any objection raised by
9 a Participating Class Member, including the right to file responsive documents in Court no
10 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered
11 or accepted by the Court.

12 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
13 Approval on any material change to the Settlement (including, but not limited to, the scope
14 of release to be granted by Class Members), the Parties will expeditiously work together in
15 good faith to address the Court’s concerns by revising the Agreement as necessary to
16 obtain Final Approval. The Court’s decision to award less than the amounts requested for
17 the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
18 Litigation Expenses Payment, and/or Administration Expenses Payment shall not
19 constitute a material modification to the Agreement within the meaning of this paragraph.

20 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Final Approval
21 Order and Judgment, the Court will retain jurisdiction over the Parties, Action, and the
22 Settlement solely for purposes of (i) enforcing this Agreement and/or Final Approval
23 Order and Judgment, (ii) addressing settlement administration matters, and (iii) addressing
24 such post-Judgment matters as are permitted by law.

25 9.4. Waiver of Right to Appeal. Provided the Final Approval Order and Judgment is consistent
26 with the terms and conditions of this Agreement, the Parties, their respective counsel, and
27 all Participating Class Members who did not object to the Settlement as provided in this
28 Agreement, waive all rights to appeal from the Final Approval Order and Judgment,

1 including all rights to post-judgment and appellate proceedings, the right to file motions to
2 vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of
3 appeal does not include any waiver of the right to oppose such motions, writs or appeals. If
4 an objector appeals the Final Approval Order and Judgment, the Parties' obligations to
5 perform under this Agreement will be suspended until such time as the appeal is finally
6 resolved and the Final Approval Order and Judgment becomes final.

7 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
8 reviewing Court vacates, reverses, or modifies the Final Approval Order and Judgment in a
9 manner that requires a material modification of this Agreement (including, but not limited
10 to, the scope of release to be granted by Class Members), this Agreement shall be null and
11 void. The Parties shall nevertheless expeditiously work together in good faith to address
12 the appellate court's concerns and to obtain Final Approval and entry of the Final Approval
13 Order and Judgment, sharing, on a 50-50 basis, any additional Administration Expenses
14 reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
15 Court's award of the Class Representative Service Payment or any payments to Class
16 Counsel shall not constitute a material modification of the Final Approval Order and
17 Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount
18 remains unchanged.

19
20 **10. AMENDED JUDGMENT.**

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

23
24 **11. NOTICE OF FINAL JUDGMENT IF THE SETTLEMENT IS APPROVED.**

25 Within ten (10) days after the Court has held a final approval hearing and entered a final order
26 approving the Settlement, if it chooses to do so, the Administrator will post a copy of that order and final
27 judgment on its website.

1 **12. ADDITIONAL PROVISIONS.**

2 12.1. No Admission of Liability, Class Certification, or Representative Manageability for Other
3 Purposes. This Agreement represents a compromise and settlement of highly disputed
4 claims. Nothing in this Agreement is intended or should be construed as an admission by
5 LFS that any of the allegations in the Operative Complaint have merit or that LFS has any
6 liability for any claims asserted; nor should it be intended or construed as an admission by
7 Plaintiff that LFS's defenses in the Action have merit. The Parties agree that class
8 certification and representative treatment is for purposes of this Settlement only. If, for any
9 reason the Court does not grant Preliminary Approval, Final Approval, or enter the Final
10 Approval Order and Judgment, LFS reserves the right to contest certification of any class
11 for any reasons, and LFS reserves all available defenses to the claims in the Action, and
12 Plaintiff reserves the right to move for class certification on any grounds available and to
13 contest LFS's defenses. The Settlement, this Agreement, and Parties' willingness to settle
14 the Action will have no bearing on, and will not be admissible in connection with, any
15 litigation (except for proceedings to enforce or effectuate the Settlement and this
16 Agreement).

17 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, LFS, and Defense
18 Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is
19 filed, they and each of them will not disclose, disseminate, and/or publicize, or cause or
20 permit another person to disclose, disseminate, or publicize, any of the terms of the
21 Agreement directly or indirectly, specifically or generally, to any person, corporation,
22 association, government agency, or other entity except: (1) to the Parties' attorneys,
23 accountants, or spouses, all of whom will be instructed to keep this Agreement
24 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to
25 appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in
26 response to an inquiry or subpoena issued by a state or federal government agency. Each
27 Party agrees to immediately notify each other Party of any judicial or agency order,
28 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, LFS, and Defense

1 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
2 communication, before the filing of the Motion for Preliminary Approval, any with third
3 party regarding this Agreement or the matters giving rise to this Agreement except to
4 respond only that “the matter was resolved,” or words to that effect. This paragraph does
5 not restrict Class Counsel’s communications with Class Members in accordance with Class
6 Counsel’s ethical obligations owed to Class Members.

7 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
8 employees will not solicit any Class Member to opt out of or object to the Settlement, or
9 appeal from the Final Approval Order and Judgment. Nothing in this paragraph shall be
10 construed to restrict Class Counsel’s ability to communicate with Class Members in
11 accordance with Class Counsel’s ethical obligations owed to Class Members.

12 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
13 together with its attached exhibits shall constitute the entire agreement between the Parties
14 relating to the Settlement, superseding any and all oral representations, warranties,
15 covenants, or inducements made to or by any Party.

16 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
17 represent that they are authorized by Plaintiff and LFS, respectively, to take all appropriate
18 action required or permitted to be taken by such Parties pursuant to this Agreement to
19 effectuate its terms, and to execute any other documents reasonably required to effectuate
20 the terms of this Agreement including any amendments to this Agreement.

21 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
22 best efforts, in good faith, to implement the Settlement by, among other things, modifying
23 the Settlement Agreement, submitting supplemental evidence and supplementing points
24 and authorities as requested by the Court. In the event the Parties are unable to agree upon
25 the form or content of any document necessary to implement the Settlement, or on any
26 modification of the Agreement that may become necessary to implement the Settlement,
27 the Parties will seek the assistance of a mediator and/or the Court for resolution.

28 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not

1 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
2 encumber to any person or entity and portion of any liability, claim, demand, action, cause
3 of action, or right released and discharged by the Party in this Settlement.

4 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, LFS, nor Defense Counsel are providing
5 any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
6 upon as such within the meaning of United States Treasury Department Circular 230 (31
7 CFR Part 10, as amended) or otherwise.

8 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
9 modified, changed, or waived only by an express written instrument signed by all Parties
10 or their representatives, and approved by the Court.

11 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
12 benefit of, the successors of each of the Parties.

13 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
14 governed by and interpreted according to the internal laws of the state of California,
15 without regard to conflict of law principles.

16 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
17 this Agreement. This Agreement will not be construed against any Party on the basis that
18 the Party was the drafter or participated in the drafting.

19 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
20 during Action and in this Agreement relating to the confidentiality of information shall
21 survive the execution of this Agreement.

22 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to
23 Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class
24 Counsel by LFS in connection with the mediation, other settlement negotiations, or in
25 connection with the Settlement, may be used only with respect to this Settlement, and no
26 other purpose, and may not be used in any way that violates any existing contractual
27 agreement, statute, or rule of court. Not later than ninety (90) days after the date when the
28 Court discharges the Administrator's obligation to provide a Declaration confirming the

1 final pay out of all Settlement funds, Plaintiff and Class Counsel shall destroy all paper and
2 electronic versions of Class Data received from LFS unless, prior to the Court’s discharge
3 of the Administrator’s obligation, LFS makes a written request to Class Counsel for the
4 return, rather than the destructions, of Class Data.

5 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
6 inserted for convenience of reference only and does not constitute a part of this
7 Agreement.

8 12.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be
9 to calendar days. In the event any date or deadline set forth in this Agreement falls on a
10 weekend or federal legal holiday, such date or deadline shall be on the first business day
11 thereafter.

12 12.17. Notice. All notices, demands or other communications between the Parties in connection
13 with this Agreement will be in writing and deemed to have been duly given as of the third
14 business day after mailing by United States mail, or the day sent by email or messenger,
15 addressed as follows:

16 To Plaintiff:

17 Kane Moon, Esq.
18 Brett Gunther, Esq.
19 MOON LAW GROUP, PC
1055 W. Seventh St., Suite 1880
Los Angeles, CA 90017

20 To LFS:

21 Jay Rosenlieb, Esq.
22 KLEIN, DENATALE, GOLDNER,
23 COOPER, ROSENLIB & KIMBALL, LLP
10000 Stockdale HWY., Suite 200
24 Bakersfield, CA 93311

25 12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts
26 by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement
27 shall be accepted as an original. All executed counterparts and each of them will be
28 deemed to be one and the same instrument if counsel for the Parties will exchange between

1 themselves signed counterparts. Any executed counterpart will be admissible in evidence
2 to prove the existence and contents of this Agreement.

3 12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
4 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
5 further agree that upon the signing of this Agreement that pursuant to CCP section 583.330
6 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of
7 this settlement process.

8
9 **Plaintiff & Class Representative:**

10 Dated: 10/18/2023, 2023

DocuSigned by:
11 J. C. T.
CD3957F0659F4B5...
By: _____
JUAN CARLOS TREJO aka MAURO PEREZ

12 **Defendant:**

13 Dated: _____, 2023
14 11/1/2023

DocuSigned by:
15 Yolanda Lencioni
50D6F9CFB01C482...
By: _____
LENCIONI FARM SERVICES