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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF KERN**

NATALIE CASILLAS, individually, and on  
behalf of other members of the general public  
similarly situated,

Plaintiff,

v.

VITA-PAKT CITRUS PRODUCTS CO., a  
California corporation; VITA-PAKT, INC., a  
California corporation; and DOES 1 through  
100, inclusive,

Defendants.

Case No.: BCV-23-102461  
[Consolidated with Case No. BCV-23-  
103292]

Assigned For All Purposes to:  
Honorable T. Mark Smith  
Department T2

**JOINT STIPULATION AND SETTLEMENT  
AGREEMENT**

Compliant Filed: July 28, 2023  
Trial Date: None Set

NATALIE CASILLAS, individually, and on  
behalf of aggrieved employees pursuant to the  
Private Attorneys General Act ("PAGA"),

Plaintiff,

v.

VITA-PAKT CITRUS PRODUCTS CO., a  
California stock corporation; VITA-PAKT,  
INC., a California stock corporation; and DOES  
1 through 100, inclusive,

Defendants.

Case No. BCV-23-103292  
[Consolidated with Case No. BCV-23-102461]

Complaint Filed: October 3, 2023  
Trial Date: None Set

1 Vanessa Franco Chavez (SBN 266724)

2 Anna M. Burnbaum (SBN 349542)

3 **KLEIN, DENATALE, GOLDNER, COOPER, ROSENLIB & KIMBALL, LLP**

4 10000 Stockdale Highway, Suite 200

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8 *Attorneys for Defendants*

1                                   **JOINT STIPULATION AND SETTLEMENT AGREEMENT**

2           This Joint Stipulation and Settlement Agreement (“Settlement Agreement,” “Settlement,” or  
3 “Agreement”) is made and entered by and between Plaintiff Natalie Casillas (“Plaintiff” and “Class  
4 Representative”), individually and on behalf of other members of the general public similarly situated  
5 and/or other aggrieved employees, and Defendants Vita-Pakt Citrus Products Co. and Vita-Pakt, Inc.  
6 (collectively “Defendant”) (collectively, known as the “Parties”).

7           This Settlement Agreement is subject to the approval of the Court, pursuant to Rules of Court,  
8 Rule 3.769(c), (d) and (e), and is made for the sole purpose of attempting to consummate settlement of  
9 the Action on a class-wide basis subject to the following terms and conditions. If the Court does not  
10 enter an order granting final approval of the Settlement, as defined below, or the conditions precedent  
11 are not met for any reason, this Agreement is void and of no force or effect whatsoever.

12                                   **I.     RECITALS**

13                                   1.     On July 28, 2023, Giovanni Cervantes filed a wage-and-hour class action lawsuit  
14 in the Superior Court of California, County of Kern, alleging violations of: (a) Labor Code sections 510  
15 and 1198 (unpaid overtime); (b) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums);  
16 (c) Labor Code section 226.7 (unpaid rest period premiums); (d) Labor Code sections 1194 and 1197  
17 (unpaid minimum wages); (e) Labor Code sections 201 and 202 (final wages not timely paid); (f) Labor  
18 Code section 226(a) (non-compliant wage statements); (g) Labor Code sections 2800 and 2802  
19 (unreimbursed business expenses); and (h) Business & Professions Code section 17200, *et seq.* (Case No.  
20 BCV-23-102461).

21                                   2.     On July 28, 2023, Giovanni Cervantes provided written notice to the California  
22 Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the  
23 Labor Code he contends were violated and the theories supporting his contentions.

24                                   3.     On October 3, 2023, Giovanni Cervantes filed a representative Private Attorneys  
25 General Act of 2004 (“PAGA”) action in the Superior Court of California, County of Kern, predicated on  
26 the alleged: (a) failure to pay minimum and overtime wages; (b) failure to provide meal and rest breaks;  
27 (c) failure to timely pay wages during employment; (d) failure to timely pay wages upon termination; (e)  
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1 failure to provide complete and accurate wage statements; and (f) failure to reimburse business expenses  
2 (Case No. BCV-23-103292).

3 4. On April 3, 2024, pursuant to a joint stipulation, the class action causes of action  
4 were dismissed and both lawsuits were consolidated with the wage-and-hour class action lawsuit (Case  
5 No. BCV-23-102461) designated as the lead case.

6 5. After engaging in discovery, investigations, and negotiation, on July 15, 2024, the  
7 Parties attended mediation with the mediator David Phillips but were unable to negotiate a settlement at  
8 the time.

9 6. On November 6, 2024, Giovanni Cervantes provided an amended written notice to  
10 the LWDA and Defendant to add Plaintiff, Natalie Casillas, as a named representative.

11 7. On February 25, 2025, Giovanni Cervantes and Plaintiff provided a second  
12 amended written notice to the LWDA and Defendant to identify additional employers (collectively, the  
13 written notices to the LWDA and Defendant are known as the "PAGA Notice").

14 8. After continuing negotiations with the mediator's assistance, on May 19, 2025, the  
15 Parties eventually negotiated a tentative settlement, subject to the Court's approval.

16 9. For the purposes of this Settlement only and as a condition of this Settlement, the  
17 Parties stipulated that Plaintiff will file a First Amended Complaint: (a) re-adding the class action causes  
18 of action that were dismissed; (b) adjusting the "aggrieved employees" definition; and (c) replacing  
19 Giovanni Cervantes with Plaintiff as the named plaintiff ("Operative Complaint"). The filing of the First  
20 Amended Complaint shall occur prior to the filing of the Motion for Preliminary Approval.

21 10. Defendant denies all allegations and has asserted numerous affirmative defenses,  
22 denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all  
23 liability for the causes of action alleged. Defendant also denies that, for any purpose other than settling  
24 this Action, these claims are appropriate for class or representative treatment. To avoid further litigation,  
25 Defendant desires to settle all actual or potential claims fully and finally by Plaintiff and the Class.

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11. Class Counsel diligently investigated the Class's claims against Defendant, including all applicable defenses and applicable law. The investigation included, *inter alia*, exchanging information pursuant to discovery, reviewing numerous corporate policies and practices, and reviewing time and wage records and data of numerous employees within the Class.

12. The settlement discussions during and after mediation were conducted at arm's-length. This Settlement Agreement is the result of an informed and detailed analysis of Defendant's total potential liability exposure in relation to the costs and risks associated with continued litigation.

13. Based on the data produced as well as Class Counsel's own independent investigation and evaluation, Class Counsel believe that the settlement for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class considering all known facts and circumstances.

14. The Parties, Class Counsel, and Defendant's Counsel represent they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement Agreement.

15. The Parties wish to avoid the expense of further proceedings and desire to resolve any and all claims outside the scope of the Operative Complaint that Plaintiff has, known and unknown, against Defendant and any of the Released Parties and thereby enters into this Agreement.

## II. DEFINITIONS

The following definitions are applicable to this Settlement Agreement:

1. “Action” means the lawsuit in the matter entitled *Casillas v. Vita-Pakt Citrus Products Co., et al.* (Case No. BCV-23-102461 (Consolidated with Case No. BCV-23 103292)) filed on July 28, 2023, in the Superior Court of California, County of Kern.

2. "Administration Costs" means the amounts payable from the Gross Settlement Amount to the Administrator for administering this Settlement. Any portion of the Administration Costs that are not awarded to the Administrator will be a part of the Net Settlement Amount, for distribution in conformity with this Agreement.

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1           3.       “Administrator” means ILYM Group, Inc., a third-party class action administrator  
2 agreed to by the Parties and approved by the Court for purposes of administering this Settlement. The  
3 Parties represent that they do not have any financial interest in the Administrator or otherwise have a  
4 relationship with the Administrator that could create a conflict of interest.

5           4.       “Aggrieved Employee(s)” means all current and former hourly-paid or non-exempt  
6 employees who worked for Defendant Vita-Pakt Citrus Products Co. either directly, or those who were  
7 placed to work for Defendant Vita-Pakt Citrus Products Co. by Randstad Inhouse Services, LLC within  
8 the State of California at any time during the PAGA Period. According to Defendant’s records, as of April  
9 22, 2025, it is estimated that there are approximately 714 Aggrieved Employees who worked a total of  
10 19,935 PAGA Pay Periods during the PAGA Period.

11           5.       “Attorneys’ Fees and Costs” means the amounts payable from the Gross Settlement  
12 Amount to Class Counsel as their attorneys’ fees and costs for prosecuting this Action. For any Attorneys’  
13 Fees and Costs approved by the Court, the Administrator may purchase an annuity to utilize US treasuries  
14 and bonds or other attorney fee deferral vehicles for Class Counsel. Defendant has agreed not to oppose  
15 Class Counsel’s request for fees and reimbursement of costs and expenses. Any portion of the Attorneys’  
16 Fees and Costs that are not awarded to Class Counsel will be a part of the Net Settlement Amount, for  
17 distribution in conformity with this Agreement.

18           6.       “Claimants” means all Class Members who submit timely and valid Claim Forms  
19 to receive a proportional share of the Net Settlement Amount in the form of an Individual Settlement  
20 Payment and for participation in the Settlement.

21           7.       “Claim Form” means the document, substantially in the form attached as **Exhibit**  
22 **B**, that Class Members must complete and mail, fax, or email by the Response Deadline to receive a  
23 proportional share of the Net Settlement Amount as their Individual Settlement Payments.

24           8.       “Class Counsel” means Justice Law Corporation that will seek to be appointed as  
25 counsel for the Class.

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1           9.     “Class Data” mean a complete list of all Class Members that Defendant will good  
2 faith compile from its records and provide only to the Administrator. The Class Data will be formatted in  
3 a readable Microsoft Office Excel spreadsheet and will include each Class Member’s: (a) full name; (b)  
4 most recent mailing address; (c) Social Security Number (if known); (d) Individual Workweeks and  
5 Individual Pay Periods; and (e) other relevant information needed to calculate their settlement payments.

6           10.    “Class Member(s)” or “Class” means all current and former hourly-paid or non-  
7 exempt employees who worked for Defendant Vita-Pakt Citrus Products Co. either directly, or those who  
8 were placed to work for Defendant Vita-Pakt Citrus Products Co. by Randstad Inhouse Services, LLC  
9 within the State of California at any time during the Class Period. According to Defendant’s records, as  
10 of April 22, 2025, it is estimated that there are approximately 714 Class Members who worked a total of  
11 19,935 Workweeks during the Class Period.

12           11.    “Class Period” means the period from July 28, 2022, through July 18, 2025.

13           12.    “Class Representative Service Payment” means the amounts payable from the  
14 Gross Settlement Amount to Plaintiff, Natalie Casillas, in recognition of the time and effort spent  
15 prosecuting this Action on behalf of the Class Members. Any portion of the Class Representative Service  
16 Payment not awarded to Plaintiff will be a part of the Net Settlement Amount, for distribution in  
17 conformity with this Settlement Agreement. For avoidance of doubt, former plaintiff Giovanni Cervantes  
18 is not a Class Representative and will not receive a Class Representative Service Payment.

19           13.    “Court” means the Superior Court of California, County of Kern.

20           14.    “Defendant” means Vita-Pakt Citrus Products Co. and Vita-Pakt, Inc.

21           15.    “Defendant’s Counsel” means counsel for Defendant who are:

22                   Vanessa Franco Chavez

23                   Anna M. Burnbaum

24                   **KLEIN, DENATALE, GOLDNER, COOPER, ROSENLIB & KIMBALL,**  
25                   **LLP**

26                   10000 Stockdale Highway, Suite 200

27                   Bakersfield, California 93311

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1           16. "Effective Date" means the date on which the settlement embodied in this  
2 Agreement becomes final and binding, after all of the following events have occurred: (a) Final Approval;  
3 and (b) the latter of the following events: (i) five (5) business days after the deadline to file an appeal,  
4 writ, or other appellate challenge to the final approval has passed without any such filing; or (ii) five (5)  
5 business days after any filed appeal, writ, or other appellate challenge is fully resolved and dismissed,  
6 with no remaining rights to further review. If a motion to set aside the judgment or a motion to intervene  
7 is timely filed, the time to appeal shall be measured from the later of the Court's ruling on such motion or  
8 entry of the final judgment. The Parties intend that the Settlement shall not become effective until all court  
9 approvals are final and unappealable, and no further legal challenge remains.

10           17. "Final Approval" means the Court order granting Final Approval of this Settlement  
11 Agreement.

12           18. "Gross Settlement Amount" means the amount not to exceed \$450,000 to be paid  
13 by Defendant in full satisfaction of all claims arising from this Action, which includes all Individual  
14 Settlement Payments, Attorneys' Fees and Costs, Class Representative Service Payment, Administration  
15 Costs, and PAGA Penalties, and required withholdings, including employment and payroll taxes.  
16 Employer's share of payroll taxes for the wage portion of the Individual Settlement Payments will be paid  
17 by Defendant separately from the Gross Settlement Amount. In no event will Defendant be liable for more  
18 than the Gross Settlement Amount aside from the Escalator Clause being triggered.

19           19. "Individual Settlement Payment" means each Claimant's share of the Net  
20 Settlement Amount.

21           20. "Net Settlement Amount" means the portion of the Gross Settlement Amount  
22 remaining after the deduction of the Attorneys' Fees and Costs, Class Representative Service Payment,  
23 Administration Costs, and PAGA Penalties. It is agreed that the amount distributed to the Claimants will  
24 equal at least fifty percent (50%) of the Net Settlement Amount. If the total Individual Settlement  
25 Payments to the Claimants equals less than fifty percent (50%) of the Net Settlement Amount, the  
26 Administrator will proportionately increase the Individual Settlement Payment for each Claimant to  
27 ensure that the total Individual Settlement Payments equal fifty percent (50%) of the Net Settlement  
28 Amount. Any unclaimed amounts above fifty percent (50%) of the Net Settlement Amount will remain  
the exclusive property of Defendant.

1           21.    “Notice of Class Action Settlement” means the Court approved notice to be mailed  
2 to Class Members in the form, without material variation, attached as **Exhibit A** and incorporated by  
3 reference into this Agreement.

4           22.    “Notice of Objection” means a Class Member’s written objection to this  
5 Agreement. For the Notice of Objection to be valid, it must be timely and include: (a) objector’s full name,  
6 signature, address, and telephone number, (b) written statement of all grounds for the objection  
7 accompanied by any legal support for such objection, (c) clear reference to the title of this Action and case  
8 number, and (d) copies of any papers, briefs, or other documents upon which the objection is based. Class  
9 Members wishing to make an objection may appear at the Final Approval Hearing, either in person or  
10 through an attorney retained at their own expense.

11           23.    “Notice Packet” means the Notice of Class Action Settlement and Claim Form,  
12 substantially in the forms attached as **Exhibit A** and **Exhibit B**, respectively, that will be mailed in English  
13 and Spanish.

14           24.    “PAGA” means the California Labor Code Private Attorneys General Act of 2004  
15 (as amended), Labor Code sections 2698 *et seq.*

16           25.    “PAGA Pay Period” means any pay period during the PAGA Period in which an  
17 Aggrieved Employee worked for Defendant Vita-Pakt Citrus Products Co. either directly or was placed  
18 to work for Defendant Vita-Pakt Citrus Products Co. by Randstad Inhouse Services, LLC for at least one  
19 (1) day.

20           26.    “PAGA Penalties” means the amounts payable from the Gross Settlement Amount  
21 to the LWDA and Aggrieved Employees, which the Parties have agreed to allocate for penalties pursuant  
22 to PAGA. Seventy-five percent (75%) of the PAGA Penalties will be paid to the LWDA and twenty-five  
23 percent (25%) of the PAGA Penalties will be paid to all the Aggrieved Employees, pro rata, based on the  
24 number of pay periods worked during the PAGA Period.

25           27.    “PAGA Period” means the period from July 28, 2022, through July 18, 2025.

26           28.    “Parties” means Plaintiff and Defendant.

27           29.    “Plaintiff” means Natalie Casillas.

28           30.    “Preliminary Approval” means entry of the Court order granting Preliminary  
Approval of this Settlement Agreement.



1           31.    “Qualified Settlement Fund” or “QSF” means a fund within the meaning of  
2 Treasury Regulations section 1.46B-1, 26 C.F.R. section 1.468B-1 *et seq.* that is established by the  
3 Administrator for the benefit of Claimants, Plaintiff, and Class Counsel.

4           32.    “Released Parties” means Defendant and Randstad Inhouse Services, LLC, their  
5 current, former, and future parent companies, divisions, shareholders, members, predecessors, successors,  
6 assigns, related or affiliate companies, subsidiaries, officers, directors, members, partners, managers,  
7 representatives, insurers, administrators, agents (including any investment bankers, accountants, insurers,  
8 reinsurers, attorneys and any past, present, or future officers, directors, and employees), employees,  
9 stockholders, and any individual or entity which could be liable for any claims raised in the Operative  
10 Complaint.

11           33.    “Request for Exclusion” means a timely letter submitted by a Class Member  
12 indicating a request to be excluded from the class portion of this Settlement. The Request for Exclusion  
13 must: (a) be signed by the Class Member; (b) contain the name, address, telephone number, and last four  
14 digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state the name  
15 of this Action, case number, and that the Class Member does not wish to be included in the class portion  
16 of the Settlement; (d) be returned by mail, fax, or email to the Administrator at the specified address and/or  
17 facsimile number; and (e) be postmarked, faxed, or emailed on or before the Response Deadline. The date  
18 of the postmark, fax, or email will be the exclusive means to determine whether a Request for Exclusion  
19 has been timely submitted. A Request for Exclusion will not serve to exclude any Class Member from  
20 being an Aggrieved Employee. A Request for Exclusion will not serve to exclude any Class Member from  
21 being an Aggrieved Employee. Aggrieved Employees shall have no right or ability to opt out of the portion  
22 of the Settlement releasing the PAGA Released Claims.

23           34.    “Response Deadline” means the deadline by which Class Members must mail, fax,  
24 or email to the Administrator valid Claim Forms, Requests for Exclusion, Notices of Objection, or written  
25 disputes regarding this Settlement. The Response Deadline will be forty-five (45) calendar days from the  
26 initial mailing of the Notice Packet by the Administrator, unless the forty-fifth (45<sup>th</sup>) day falls on a Sunday  
27 or Federal holiday, in which case the Response Deadline will be extended to the next day on which the  
28 U.S. Postal Service is open. The Response Deadline for Claim Forms, Requests for Exclusion, Notices of  
Objection, or written disputes regarding this Settlement will be extended by fourteen (14) calendar days



1 for any Class Member who is re-mailed a Notice Packet by the Administrator, unless the fourteenth (14<sup>th</sup>)  
2 day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the  
3 next day on which the U.S. Postal Service is open ("Extended Response Deadline").

4 35. "Settlement Class Member(s)" means Class Members who do not timely request  
5 exclusion from this Settlement. Settlement Class Members will be bound by the Released Class Claims  
6 and all the terms of this Settlement as well as any Judgment that may be entered by the Court if it grants  
7 Final Approval.

8 36. "Workweeks" means the number of weeks that a Class Member worked for  
9 Defendant Vita-Pakt Citrus Products Co. either directly, or was placed to work for Defendant Vita-Pakt  
10 Citrus Products Co. by Randstad Inhouse Services, LLC as an hourly-paid or non-exempt employee within  
11 the State of California at any time during the Class Period. Each Claimant shall be entitled to payment for  
12 at least one (1) Workweek.

### 13 III. CLASS CERTIFICATION

14 1. Solely for purposes of settling this Action, the Parties stipulate and agree that the  
15 requisites for establishing class certification with respect to the Class have been met. The Parties stipulate  
16 and agree that:

17 2. The Class is ascertainable and so numerous as to make it impracticable to join all  
18 Class Members;

19 3. There are common questions of law and fact;

20 4. Plaintiff's claims are typical of the claims of the Class Members;

21 5. Plaintiff and Class Counsel will fairly and adequately protect the interests of the  
22 Class Members;

23 6. The prosecution of separate actions by individual members of the Class would  
24 create the risk of inconsistent or varying adjudications, which would establish incompatible standards of  
25 conduct; and

26 7. A class action is superior to other available means for the fair and efficient  
27 adjudication of the controversy.  
28

1           8.     Effect of Non-Approval or Termination of Settlement. If Final Approval of this  
2 Settlement is not granted or if this Settlement is terminated for any reason, it shall be null and void and  
3 shall not be admissible for any purpose. If this Settlement is terminated in such a manner, the Parties agree  
4 that: (a) certification of the Class for settlement purposes shall be automatically vacated, void ab initio,  
5 and shall not be used as evidence or precedent that class certification is proper or warranted in this or any  
6 other proceeding; (b) Defendant does not admit, and shall not be deemed to have admitted, that the claims  
7 are appropriate for class treatment; (c) this Settlement and any associated filings or orders shall not be  
8 used to assert that Defendant waived or modified its right to enforce the arbitration agreement; (d) Plaintiff  
9 agrees to promptly dismiss all class and individual wage claims without prejudice and to stay the PAGA  
10 claim pending arbitration of her individual claims; and (e) Plaintiff shall not reference or rely upon the  
11 Settlement, its terms, or any orders relating to preliminary or final approval in any future proceeding.

#### 12                               **IV.     TERMS OF THE AGREEMENT**

13           NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set  
14 forth herein, the Parties agree, subject to the Court's approval, as follows:

##### 15                               **Settlement Payments, Calculations, and Funding**

16           1.     Funding of the Gross Settlement Amount. Within seven (7) calendar days of the  
17 Effective Date, the Administrator will provide the Parties with an accounting of the amounts to be paid by  
18 Defendant, including the employer's share of payroll taxes. Within fourteen (14) calendar days of the  
19 Effective Date, Defendant will deposit the Gross Settlement Amount and all employer's share of payroll  
20 taxes owed into the QSF account, less any unclaimed funds from the Net Settlement Amount. In no event  
21 shall Defendant be responsible for any payments in excess of the Gross Settlement Amount (excluding  
22 the triggering of the Escalator Clause).

23           2.     Payment Schedule for All Settlement Payments. Within seven (7) calendar days of  
24 the funding of the Gross Settlement Amount less any unclaimed funds from the Net Settlement Amount,  
25 the Administrator will calculate all payments due under this Settlement. Within fourteen (14) calendar  
26 days of the funding of the Gross Settlement Amount less any unclaimed funds from the Net Settlement  
27 Amount, all payments due under this Settlement will be sent out to the appropriate entities and persons.  
28



1 The Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to the Claimant's  
2 last known mailing address.

3 3. Attorneys' Fees and Costs. Defendant agrees not to oppose any application or  
4 motion by Class Counsel for the Attorneys' Fees and Costs not to exceed \$157,500 (35% of the Gross  
5 Settlement Amount) and attorneys' costs not to exceed \$25,000 to Class Counsel, both of which are to be  
6 paid from the Gross Settlement Amount. To the extent that the Court approves less than the amount of the  
7 Attorneys' Fees and Costs requested, the difference will be reallocated to the Net Settlement Amount.  
8 Except for the Attorneys' Fees and Costs set forth in this Agreement, the Parties agree to bear their own  
9 attorneys' fees and costs related to this Action. The Administrator will issue an IRS Form 1099 to Class  
10 Counsel for the Attorneys' Fees and Costs. Class Counsel assume full responsibility and liability for the  
11 taxes owed on the Attorneys' Fees and Costs.

12 4. Class Representative Service Payment. In recognition of Plaintiff's time and effort  
13 devoted to prosecuting this Action on behalf of Class Members and in exchange for Plaintiff's Release,  
14 Defendant agrees not to oppose any application or motion for Class Representative Service Payment not  
15 to exceed \$10,000 to Plaintiff Casillas. To the extent that the Court approves less than the amount of the  
16 Class Representative Service Payment requested, the difference will be reallocated to the Net Settlement  
17 Amount. The Administrator will not withhold any taxes from the Class Representative Service Payment.  
18 The Administrator will issue an IRS Form 1099 to Plaintiff for the Class Representative Service Payment.  
19 Plaintiff assumes full responsibility and liability for the taxes owed on the Class Representative Service  
20 Payment.

21 5. Administration Costs. The Administrator will be paid Administration Costs for  
22 administering this Settlement that is currently estimated not to exceed \$15,000. The Administration Costs  
23 will include, inter alia: (a) translating into Spanish, printing, distributing, and tracking documents for this  
24 Settlement; (b) calculating settlement payments; (b) tax reporting on Individual Settlement Payments,  
25 including issuing IRS Forms 1099 and W-2; (c) distributing the Notice Packet; (d) distributing the  
26 appropriate settlement amounts to the appropriate persons and entities; (e) providing necessary reports  
27 and declarations; and (f) performing other duties and responsibilities set forth herein to process this  
28 Settlement and as requested by the Parties. Any portion of the Administration Costs not awarded to the  
Administrator will be reallocated to the Net Settlement Amount.



1           6.     PAGA Penalties. The LWDA and Aggrieved Employees will be paid PAGA  
2 Penalties not to exceed \$30,000 for the satisfaction of Plaintiff's and the Aggrieved Employees' PAGA  
3 claims. Seventy-five percent (75%) of the PAGA Penalties (\$22,500) will be paid to the LWDA, and  
4 twenty-five percent (25%) of the PAGA Penalties (\$7,500) will be paid to all the Aggrieved Employees,  
5 pro rata, based on the number of PAGA Pay Periods.

6           a.     After receiving and reviewing the Class Data, the Administrator will calculate the  
7 total number of PAGA Pay Periods worked by each individual Aggrieved  
8 Employee ("Individual Pay Periods") to determine the total number of PAGA Pay  
9 Periods worked by all the Aggrieved Employees ("Total Pay Periods").

10          b.     To determine each Aggrieved Employee's estimated portion of the PAGA  
11 Penalties, the Administrator will use the following formula: estimated individual  
12 PAGA Penalties =  $(\$7,500 \div \text{Total Pay Periods}) \times \text{Individual Pay Periods}$  for each  
13 individual Aggrieved Employee.

14          c.     Aggrieved Employees will receive their portion of the PAGA Penalties regardless  
15 of whether they request exclusion from this Settlement or submit a Claim Form.

16           7.     Net Settlement Amount. The Net Settlement Amount will be used to satisfy  
17 Individual Settlement Payments owed to Claimants in accordance with the terms of this Agreement. It is  
18 agreed that the amount distributed to the Claimants will equal at least fifty percent (50%) of the Net  
19 Settlement Amount. If the total Individual Settlement Payments to the Claimants equals less than fifty  
20 percent (50%) of the Net Settlement Amount, the Administrator will proportionately increase the  
21 Individual Settlement Payment for each Claimant to ensure that the total Individual Settlement Payments  
22 equal fifty percent (50%) of the Net Settlement Amount. Any unclaimed amounts above fifty percent  
23 (50%) of the Net Settlement Amount will remain the exclusive property of Defendant.

24           8.     Individual Settlement Payments. The Individual Settlement Payments will be  
25 calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class  
26 Member worked during the Class Period.

27     ///

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- 1 a. After receiving and reviewing the Class Data, the Administrator will calculate the  
2 total number of Workweeks worked by each individual Class Member ("Individual  
3 Workweeks") to determine the total number of Workweeks worked by all the Class  
4 Members ("Total Workweeks") during the Class Period.
- 5 b. To determine each Class Member's estimated Individual Settlement Payment, the  
6 Administrator will use the following formula: estimated Individual Settlement  
7 Payment = (Net Settlement Amount ÷ Total Workweeks) x Individual Workweeks  
8 for each individual Class Member.
- 9 c. Following the Response Deadline and at least twenty (20) days before the Final  
10 Approval Hearing, the Administrator will calculate the Individual Settlement  
11 Payments to be paid to each Claimant and Aggrieved Employee. Only Claimants  
12 will receive their pro rata share of the Net Settlement Amount. If the total Individual  
13 Settlement Payments to the Claimants equals less than fifty percent (50%) of the  
14 Net Settlement Amount, the Administrator will proportionately increase the  
15 Individual Settlement Payment for each Claimant to ensure that the total Individual  
16 Settlement Payments equal fifty percent (50%) of the Net Settlement Amount.  
17 Otherwise, the actual amount claimed will be paid to each Claimant. The remainder,  
18 if any, will be retained by Defendant.
- 19 d. The Individual Settlement Payment will be reduced by any required deductions for  
20 each Claimant as set forth herein, including employee's share of payroll taxes with  
21 respect to wage portion of Individual Settlement Payments.

22 9. Tax Allocation. All the Individual Settlement Payments will be allocated ten  
23 percent (10%) as wages and ninety percent (90%) as interest and penalties. The amounts paid as wages  
24 shall be subject to all tax withholdings customarily made from an employee's wages and all other  
25 authorized and required withholdings and shall be reported by IRS Form W-2. The amounts paid as  
26 interest and penalties shall be subject to all authorized and required withholdings other than the tax  
27 withholdings customarily made from employees' wages and shall be reported by IRS Form 1099. The  
28 portion of the PAGA Penalties paid to the Aggrieved Employees shall be designated as one hundred  
percent (100%) penalties for which IRS Form 1099 will be issued.



10. Employer's Share of Payroll Taxes. Any and all applicable employer's share of payroll taxes relating to the portion of the Individual Settlement Payments paid as wages shall be paid separately and in addition to the Gross Settlement Amount.

11. Unclaimed Funds from the Net Settlement Amount. After all the Individual Settlement Payments have been paid, any remaining unclaimed funds from the Net Settlement Amount above fifty percent (50%) shall remain the property of the Defendant.

12. Uncashed Settlement Checks. Any checks issued by the Administrator to Claimants will be negotiable for at least one hundred eighty (180) calendar days. Those funds represented by settlement checks returned as undeliverable and those settlement checks remaining uncashed for more than one hundred eighty (180) calendar days after their issuance will be transmitted to California Controller's Unclaimed Property Fund in the name of the Claimants. Any Claimant whose check is uncashed will still be bound by the Released Class Claims and all the terms of this Settlement as well as any Judgment that may be entered by the Court if it grants Final Approval.

13. Individual Settlement Payments Do Not Trigger Additional Benefits. The receipt of the Individual Settlement Payments will not entitle any Class Member to additional compensation or benefits under any company bonus, contest, other compensation, benefit plan, or agreement in place during the period covered by this Settlement, nor will it entitle any Class Member to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. The Individual Settlement Payments are the sole payments to be made by Defendant to the Class Members.

## Releases of Claims

14. Effective on the date when Defendant funds the entire Gross Settlement Amount, less any unclaimed funds from the Net Settlement Amount, and funds all employer's share of payroll taxes owed on the wage portion of the Individual Settlement Payments, Plaintiff, Class Members, State of California, and Class Counsel will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties as follows:

a. Plaintiff's Release. Plaintiff and her former and present spouses, representatives, agents, attorneys, heirs, dependents, administrators, devisees, legatees, executors, trustees, conservators, guardians, personal representatives, successors, and assigns whether individual, class, representative, legal, equitable, direct or indirect, or any



1 other type of any capacity, shall and does forever generally release, discharge, and  
2 agree to hold harmless the Released Parties from any and all charges, complaints,  
3 claims, liabilities, obligations, promises, agreements, controversies, damages,  
4 causes of action, suit, rights, demands, costs, losses, transactions, occurrences, or  
5 debts or expenses (including attorney fees and costs), known or unknown at law or  
6 in equity which she may now have or may have become aware of after the signing  
7 of this Settlement. This includes, but is not limited to: (i) arising out of or in any  
8 way connected with their employment with Defendant; (ii) all claims that were, or  
9 could have been, alleged based on the facts contained in the Operative Complaint;  
10 (iii) all PAGA claims that were, or could have been, alleged based on facts  
11 contained in the Action or PAGA Notice or ascertained during the Action; and (iv)  
12 any and all transactions, occurrences, or matters between the Parties occurring prior  
13 to the date this Agreement is fully executed ("Plaintiff's Release"). Without  
14 limiting the generality of the foregoing, the Plaintiff's Release shall include, but is  
15 not limited to, any and all claims under the: (1) Americans with Disabilities Act;  
16 (2) Title VII of the Civil Rights Act of 1964; (3) Civil Rights Act of 1991; (4) 42  
17 U.S.C. section 1981; (5) Age Discrimination in Employment Act; (6) Fair Labor  
18 Standards Act; (7) the Equal Pay Act; (8) Employee Retirement Income Securities  
19 Act, as amended; (9) Consolidated Omnibus Budget Reconciliation Act; (10)  
20 Rehabilitation Act of 1973; (11) Family and Medical Leave Act; (12) Civil Rights  
21 Act of 1966; (13) Fair Employment and Housing Act; (14) California Constitution;  
22 (15) Labor Code; (16) Government Code; (17) Civil Code; and (18) any and all  
23 other federal, state, and local statutes, ordinances, regulations, rules, and other laws,  
24 and any and all claims based on constitutional, statutory, common law, or  
25 regulatory grounds as well as any other claims based on theories of wrongful or  
26 constructive discharge, breach of contract or implied contract, fraud,  
27 misrepresentation, promissory estoppel, or intentional infliction of emotional  
28 distress, negligent infliction of emotional distress, or damages under any other  
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 attorney fees and costs. Plaintiff's Release does not extend to any claims or  
5 actions to enforce this Agreement, or to any claims for vested benefits,  
6 unemployment benefits, disability benefits, social security benefits, workers'  
7 compensation benefits that arose at any time, or based on occurrences outside the  
8 Class Period. Plaintiff acknowledges that she may discover facts or law different  
9 from, or in addition to, the facts or law Plaintiff now knows or believes to be true  
10 but agree that Plaintiff's Release shall remain effective in all respects,  
11 notwithstanding such different or additional facts or the discovery of them. Finally,  
12 Plaintiff specifically acknowledges that she is aware of and expressly waives and  
13 relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil  
14 Code, which reads:

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

- 22 b. Release by Settlement Class Members: All the Settlement Class Members, on  
23 behalf of themselves and their former and present representatives, agents, attorneys,  
24 heirs, dependents, administrators, devisees, legatees, executors, trustees,  
25 conservators, guardians, personal representatives, successors, and assigns, whether  
26 individual, class, representative, legal, equitable, direct or indirect, or any other type  
27 of any capacity, shall and do forever release, discharge, and agree to hold harmless  
28 the Released Parties from all claims that were alleged, or could have been alleged,  
based on the facts contained in the Operative Complaint and that occurred during  
the Class Period and were ascertained in the course of the Action ("Released Class



1 Claims"). The Released Class Claims include, but are not limited to any and all  
2 claims for: (i) unpaid overtime (including, but not limited to, alleged failures due  
3 to failure to pay premiums at the correct rate of pay); (ii) unpaid meal period  
4 premiums (including, but not limited to, first and second meal periods, untimely,  
5 short, interrupted, missing, or otherwise non-complaint meal periods, or paying  
6 premiums at the correct rate of pay); (iii) unpaid rest period premiums (including,  
7 but not limited to, alleged failures due to on-duty during rest periods, untimely,  
8 short, interrupted, or otherwise non-compliant rest periods or paying premiums at  
9 the correct rate of pay); (iv) unpaid minimum wages (including, but not limited to,  
10 alleged failures due to off-the-clock work or failure to pay the correct rate of pay);  
11 (v) final wages not timely paid; (vi) non-compliant wage statements; (vii)  
12 unreimbursed business expenses (including but not limited to, alleged failures to  
13 reimburse employees for personal cell phones or purchasing tools and equipment  
14 required to use and wear while working); (viii) failure to provide sick leave and pay  
15 sick leave at the regular rate of pay; (ix) seventh day of rest not provided; and (x)  
16 violations of Business & Professions Code section 17200, *et seq.* Except as set forth  
17 in paragraph IV.14.(c) of this Agreement, the Settlement Class Members do not  
18 release any other claims, including claims for vested benefits, wrongful  
19 termination, violation of the Fair Employment and Housing Act, unemployment  
20 insurance, disability, social security, workers' compensation, or claims based on  
21 facts occurring outside the Class Period.

22 c. Release by Aggrieved Employees: All the Aggrieved Employees are deemed to  
23 release, on behalf of themselves and their former and present representatives,  
24 agents, attorneys, heirs, administrators, successors, and assigns, the  
25 Released Parties from all claims, rights, demands, liabilities and causes of action  
26 for PAGA penalties that were alleged, or could have been alleged, based on the  
27 facts stated in the Operative Complaint and PAGA Notice and that occurred during  
28 the PAGA Period and were ascertained in the course of the Action ("Released  
PAGA Claims"). The Released PAGA Claims include, but are not limited to PAGA



1 claims for: (i) unpaid overtime (including, but not limited to, alleged failures due  
2 to failure to pay premiums at the correct rate of pay); (ii) unpaid meal period  
3 premiums (including, but not limited to, first and second meal periods, untimely,  
4 short, interrupted, missing, or otherwise non-complaint meal periods, or paying  
5 premiums at the correct rate of pay); (iii) unpaid rest period premiums (including,  
6 but not limited to, alleged failures due to on-duty during rest periods, untimely,  
7 short, interrupted, or otherwise non-compliant rest periods or paying premiums at  
8 the correct rate of pay); (iv) unpaid minimum wages (including, but not limited to,  
9 alleged failures due to off-the-clock work or failure to pay the correct rate of pay);  
10 (v) final wages not timely paid; (vi) non-compliant wage statements; (vii)  
11 unreimbursed business expenses (including but not limited to, alleged failures to  
12 reimburse employees for personal cell phones or purchasing tools and equipment  
13 required to use and wear while working); (viii) failure to provide sick leave and pay  
14 sick leave at the regular rate of pay; (ix) seventh day of rest not provided. Any  
15 Aggrieved Employees who submit a valid and timely Request for Exclusion are  
16 still entitled to their portion of the PAGA Penalties and have no right or ability to  
17 opt out of the portion of this Settlement releasing the Released PAGA Claims.

#### 18 **Notice Procedures**

19 15. Delivery of the Class Data(s). Within fourteen (14) calendar days of Preliminary  
20 Approval, Defendant will provide the Class Data(s) to the Administrator. To protect Class Members'  
21 privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for  
22 purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator  
23 employees who need access to the Class Data to effect and perform under this Agreement. Defendant has  
24 a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class  
25 Members' identifying information and to provide a corrected or updated Class Data as soon as reasonably  
26 feasible. Without any extension of the deadline by which Defendant must send the Class Data to the  
27 Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct  
28 or otherwise resolve any issues related to missing or omitted Class Data.

1           16.    Website, Email Address and Toll-Free Number. The Administrator will establish  
2 and maintain and use an internet website to post information of interest to Class Members including the  
3 date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Notice  
4 Packet, and Judgment. The Administrator will also maintain and monitor an email address and a toll-free  
5 telephone number to receive Class Member calls, faxes and emails. If Final Approval is granted, the  
6 Administrator will post the above-listed information for at least one hundred eighty (180) calendar days  
7 after the date that Final Approval is granted.

8           17.    Notice by First-Class U.S. Mail. Prior to the mailing, the Administrator will  
9 perform a National Change of Address Database check, such as provided by Experian or any other similar  
10 services available, for information to update and correct for any known or identifiable address changes.  
11 Within fourteen (14) calendar days of receiving the Class Data(s), the Administrator will mail a Notice  
12 Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing  
13 addresses available. At the same time the Notice Packets are mailed, the Administrator will post a copy  
14 of the following on its website for at least sixty (60) calendar days: (a) order granting Preliminary  
15 Approval and certifying the class for settlement purposes; (b) Notice Packet; and (c) this Agreement.

16           18.    Returned Notice Packets. Any Notice Packets returned to the Administrator as non-  
17 deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to  
18 the forwarding address affixed thereto, and the Administrator will indicate the date of such re-mailing on  
19 the Notice Packet. If no forwarding address is provided, the Administrator will promptly attempt to  
20 determine the correct address using a skip-trace and will then perform a single re-mailing within five (5)  
21 calendar days after return of the Notice Packet. If the Class Data includes the phone number for any Class  
22 Member whose Notice Packet is deemed undeliverable, the Administrator will attempt to reach the Class  
23 Member by telephone to verify his or her addresses.

24           19.    Reminders. No later than thirty (30) calendar days after the initial mailing of the  
25 Notice Packet, the Administrator will send a Reminder Postcard to all Class Members who have not  
26 returned a Claim Form or Request for Exclusion. All Reminder Postcards will include the Response  
27 Deadline and contact information for Class Counsel and Administrator.

28    ///



1           20.    Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice  
2 Packet will provide: (a) information regarding the nature of this Action; (b) summary of the principal  
3 terms of this Agreement; (c) Class definition; (d) total number of Workweeks each Class Member worked  
4 for Defendant during the Class Period; (e) each Class Member's estimated settlement payment, their  
5 estimated proportional share of the PAGA Penalties, and formula for calculating their settlement payment;  
6 (f) dates of the Class Period and PAGA Period; (g) instructions on how to submit valid Claim Forms,  
7 Requests for Exclusion, Notices of Objection, or written disputes regarding Workweeks; (h) requirements  
8 relating to, and deadlines by which the Class Member must submit Claim Forms, Requests for Exclusions,  
9 Notices of Objection, and written disputes regarding Workweeks; (i) claims to be released; and (j) date  
10 and time of the Final Approval Hearing.

11           21.    Claim Form Procedures. To receive Individual Settlement Payments, all Class  
12 Members will be required to submit a timely and valid Claim Form by the Response Deadline (or Extended  
13 Response Deadline, if applicable). All Claim Forms must be signed and returned to the Administrator via  
14 mail, fax, or email and postmarked, faxed, or emailed by the Response Deadline. The date of the postmark,  
15 fax, or email will be the exclusive means to determine whether a Claim Form has been submitted timely.

16           a.     The Administrator will compile a list of Claim Forms rejected for: (i) failure to cure  
17 an unsigned Claim Form; or (ii) late submission of the Claim Form. As to the Class  
18 Members on that rejected claim list, any Class Member who requests, in a signed  
19 letter, to receive payment in this Settlement will be treated like a Claimant if that  
20 written request is received by the Final Approval Hearing. Class Members who do  
21 not submit a timely and valid Claim Form and who do not submit a timely and valid  
22 Request for Exclusion will not be Claimants and will not receive an Individual  
23 Settlement Payment. However, such persons shall be deemed to be Settlement Class  
24 Members and will be bound by all terms of the Settlement and any final judgment  
25 entered in this Action if the Settlement is finally approved by the Court.

26           22.    Dispute Procedures. The Class Members may dispute the information provided in  
27 their Notice Packets and must do so in writing via mail, fax, or email, and the dispute must be postmarked,  
28 faxed, or emailed by the Response Deadline (or Extended Response Deadline, if applicable). To the extent  
the Class Members dispute their estimated Workweeks and Individual Settlement Payments, the Class



1 Members must produce evidence to the Administrator showing that such information is inaccurate,  
2 otherwise Defendant's records will be presumed determinative. However, if the Class Member produces  
3 evidence to the contrary, the Administrator shall immediately provide copies of all disputes to Defendant's  
4 Counsel, shall inform Class Counsel of the dispute without disclosing the identity of the Class Member  
5 making the dispute, and shall immediately attempt to resolve all such disputes directly with relevant Class  
6 Member(s) with the assistance of the Parties' counsel. The Parties will evaluate the evidence submitted  
7 by the Class Member and will make the final decision as to the number of Workweeks that should be  
8 applied and/or Individual Settlement Payment to which the Class Member may be entitled to. If the Parties  
9 cannot resolve the dispute, the Administrator will be the final arbiter of the Workweeks and Individual  
10 Settlement Payment for each Class Member based on the information provided to it.

11           23.     Request for Exclusion Procedures. Any Class Member wishing to opt out from this  
12 Settlement must sign and postmark, fax, or email a written Request for Exclusion to the Administrator by  
13 the Response Deadline. The Request for Exclusion request must state the Class Member's name, address,  
14 telephone number, and signature. The date of the postmark, fax, or email will be the exclusive means to  
15 determine whether a Request for Exclusion (or Extended Response Deadline, if applicable) has been  
16 submitted timely. All Requests for Exclusion will be submitted to the Administrator, who will certify  
17 jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted.  
18 Those Settlement Class Members who do not timely submit a Request for Exclusion will be bound by the  
19 release of Released Claims.

20           a.       The Aggrieved Employees cannot exclude themselves from the PAGA portion of  
21 the settlement. In other words, the Aggrieved Employees will be bound by the  
22 Released PAGA Claims even if they request exclusion.

23           24.     Objection Procedures. To object to this Settlement, a Class Member must file a  
24 valid Notice of Objection with the Court and serve copies of the Notice of Objection to the Parties by the  
25 Response Deadline (or Extended Response Deadline, as applicable). Only Class Members may object to  
26 the Settlement. The Notice of Objection must be signed by the Class Member and contain all information  
27 required by this Settlement. The date of filing will be deemed the exclusive means for determining that  
28 the Notice of Objection is timely. Class Members wishing to make an objection may also appear at the  
Final Approval Hearing, either in person or through an attorney retained at their own expenses. The Class

1 Members who fail to object in the specific manner specified above will be deemed to have waived all  
2 objections to this Settlement and will be foreclosed from making any objections and seeking any  
3 adjudication or review, whether by appeal or otherwise, to this Settlement.

4 a. At no time will any of the Parties or their counsel solicit or encourage the Class  
5 Members to submit written objections to this Settlement or appeal from the Order  
6 and Judgment. Class Counsel, Defendant's Counsel, and Defendant may respond  
7 to inquiries from the Class Members with truthful information. Class Counsel will  
8 not represent any Class Members with respect to any objections to this Settlement.

9 25. Defective Submissions. If the Class Member's Claim Form or Request for  
10 Exclusion is defective as to the requirements set forth herein, the Class Member will be given an  
11 opportunity to cure the defect(s). The Administrator will mail the Class Member a cure letter within three  
12 (3) calendar days of receiving the defective submission to advise the Class Member that their submission  
13 is defective and that the defect must be cured to render the Claim Form or Request for Exclusion valid.  
14 The Class Member will have ten (10) calendar days from the date of the cure letter to mail, fax, or email  
15 a revised Claim Form or Request for Exclusion. If the Class Member responds to a cure letter by filing a  
16 defective claim, then the Administrator will have no further obligation to give notice of a need to cure. If  
17 the revised Claim Form or Request for Exclusion is not postmarked, faxed, or emailed within that period,  
18 it will be deemed untimely.

19 26. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign this  
20 Agreement and to be bound by the terms herein. Plaintiff further agrees she will not request to be excluded  
21 from or object to this Agreement. Any Request for Exclusion or Notice of Objection submitted by Plaintiff  
22 will be void and of no force or effect.

23 27. Weekly Reports. The Administrator will provide the Parties' counsel weekly  
24 reports that contain the: (a) number of Class Members who have submitted Claim Forms; (b) number of  
25 Claimants; (c) number of Class Members who have submitted valid Requests for Exclusion; (d) current  
26 amount and percentage of the Net Settlement Amount claimed by Claimants; and (e) number of Class  
27 Members who submitted disputes to any information contained in their Claim Form or Notice Packet.

28 ///



1           28.   Declaration of Completion. Within ten (10) calendar days after the Extended  
2 Response Deadline, the Administrator will provide a written declaration under oath to its completion of  
3 the notice procedures to the Court and counsel for all Parties. The declaration will include any attempts to  
4 obtain valid mailing addresses for and re-mailing of any returned Notice Packets as well as the number of  
5 valid and timely exclusions and objections received by the Administrator.

6           29.   Administration of Taxes. The Administrator will be responsible for issuing to  
7 Plaintiff, Claimants, Aggrieved Employees, and Class Counsel any IRS Form as may be required by law  
8 for all amounts paid pursuant to this Agreement. The Administrator will also be responsible for forwarding  
9 all payroll taxes and penalties to the appropriate government authorities.

10          30.   Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to  
11 request the Preliminary Approval of this Settlement and entry of a Preliminary Approval Order for: (a)  
12 conditional certification of the Class for settlement purposes only; (b) Preliminary Approval of this  
13 Settlement; and (c) setting a date for Final Approval Hearing. The Preliminary Approval Order will  
14 provide for the Notice Packet to be sent to all Class Members. In conjunction with the Preliminary  
15 Approval Hearing, Plaintiff will submit this Settlement, which will include the Notice Packet. Class  
16 Counsel will be responsible for drafting all documents necessary to obtain Preliminary Approval. Class  
17 Counsel will be responsible for drafting all documents necessary to obtain Preliminary Approval.  
18 Defendant agrees not to oppose the Motion for Preliminary Approval so long as Defendant's Counsel has  
19 three (3) calendar days to review before filing and it is consistent with this Agreement.

20          31.   Final Approval Hearing. Upon the expiration of the Extended Response Deadline,  
21 a Final Approval Hearing will be conducted to determine the Final Approval of this Settlement Agreement  
22 along with the amounts payable for the: (a) Individual Settlement Payments; (b) Attorneys' Fees and  
23 Costs; (c) Class Representative Service Payment; and (d) Administration Costs as well as confirming the  
24 total amount to be allocated towards the PAGA Penalties. Class Counsel will be responsible for drafting  
25 all documents necessary to obtain Final Approval. Defendant agrees not to oppose the Motion for Final  
26 Approval so long as Defendant's Counsel has three (3) calendar days to review before filing and it is  
27 consistent with this Agreement.

28   ///



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

33. Defendant's Right to Withdraw. If the number of valid Requests for Exclusion identified by the Administrator exceeds five percent (5%) of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever and that neither Party will have any further obligation to perform under this Settlement provided Defendant will remain responsible for paying all settlement administration costs incurred to that point. Defendant must notify Class Counsel and the Court of its selection to withdraw no later than seven (7) calendar days after the Administrator sends the final weekly report. A late election will have no effect.

## Miscellaneous

34. Confidentiality. Prior to filing the Motion for Preliminary Approval, the Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount, or terms of this Settlement. The Parties and their counsel agree that they will not engage in any advertising or distribute any marketing materials relating to this Settlement, including, but not limited to, on Class Counsel's website in any manner that identifies any of the parties by name, the case number, or geographic location. Nothing set forth herein shall prohibit: (a) Defendant from providing truthful disclosure about this Settlement, including its amount, in its periodic filings on Form 10-Q or Form 10-K with the U.S. Securities and Exchange Commission; or (b) the Parties from providing this Settlement to the Court in connection with the Parties' efforts to seek the Court's approval. If contacted by the media regarding this Settlement, Class Counsel will notify Defendant's Counsel as soon as possible and direct any media inquiries to the public records of this Action on file with the Court. Additionally, neither Plaintiff nor Class Counsel will disparage the Settlement.

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1           35.   No Assignments. The Parties and their counsel represent, covenant, and warrant  
2 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,  
3 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action,  
4 or right released and discharged herein. None of the rights, commitments, or obligations recognized under  
5 this Agreement may be assigned by any Party, Class Member, Class Counsel, or Defendant's Counsel  
6 without the express written consent of each other Party and their counsel. The representations, warranties,  
7 covenants, and agreements contained herein are for the sole benefit of the Parties and shall not be  
8 construed to confer any right or to avail any remedy to any other person.

9           36.   Tax Liability. Defendant makes no representation as to the tax treatment or legal  
10 effect of the payments called for hereunder, and Plaintiff and Claimants are not relying on any statement,  
11 representation, or calculation by Defendant or by the Administrator. Plaintiff and Claimants understand  
12 and agree that except for Defendant's payment of the employer's share of payroll taxes, they will be solely  
13 responsible for the payment of any taxes and penalties assessed on the payments described herein and will  
14 hold Defendant free and harmless from and against any claims resulting from treatment of such payments  
15 as non-taxable damages.

16           37.   Authorization to Enter this Settlement Agreement. The Parties' counsel warrant and  
17 represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
18 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to  
19 this Settlement Agreement to effectuate its terms and to execute any other documents required to  
20 effectuate the terms of this Settlement Agreement. If the Parties are unable to reach an agreement on the  
21 form or content of any document needed to implement this Settlement Agreement, the Parties may seek  
22 the assistance of the Court.

23           38.   No Admission of Liability. This Agreement represents a compromise and  
24 settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an  
25 admission by Defendant that any of the allegations in the Operative Complaint have merit or that  
26 Defendant has any liability for any claims asserted. Nothing in this Agreement should be intended or  
27 construed as an admission by Plaintiff that Defendant's defenses in this Action have merit. This  
28 Agreement and the Parties' willingness to settle will have no bearing on, and will not be admissible in  
connection with, any litigation (except for proceedings to enforce or effectuate this Agreement).



1           39.    Enforcement Actions. If one or more of the Parties institutes any legal action or  
2 other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare  
3 rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover  
4 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees  
5 incurred in connection with any enforcement actions.

6           40.    Notices. All notices, demands or other communications given hereunder shall be in  
7 writing and shall be deemed to have been duly given as of the third business day after mailing by United  
8 States registered or certified mail, return receipt requested, addressed as follows:

9   Class Counsel:       Douglas Han  
10                       Shunt Tatavos-Gharajeh  
11                       Talia Lux  
12                       **JUSTICE LAW CORPORATION**  
13                       751 North Fair Oaks Avenue, Suite 101  
14                       Pasadena, California 91103  
15                       Telephone: (818) 230-7502  
16                       Facsimile: (818) 230-7259

17   Defendant's Counsel: Vanessa Franco Chavez  
18                       Anna M. Burnbaum  
19                       **KLEIN, DENATALE, GOLDNER, COOPER, ROSENLIB & KIMBALL,**  
20                       **LLP**  
21                       10000 Stockdale Highway, Suite 200  
22                       Bakersfield, California 93311  
23                       Telephone: (661) 395-1000  
24                       Facsimile: (661) 326-0418

25           41.    Binding Agreement. The Parties warrant that they understand and have full  
26 authority to enter this Agreement. The Parties intend that this Agreement will be fully enforceable and  
27 binding on all Parties. Finally, the Parties agree that this Agreement will be admissible and subject to  
28 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality  
provisions that otherwise might apply under federal or state law.

          42.    Representation By Counsel. The Parties acknowledge that they have been  
represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that  
this Agreement has been executed with the consent and advice of counsel and reviewed in full. Plaintiff  
and Class Counsel warrant and represent that there are no liens on this Agreement.



1           43.    Nullification of this Settlement. If: (a) the Court does not finally approve this  
2 Settlement; or (b) this Settlement does not become final for any other reason, then this Settlement, and  
3 any documents generated to bring it into effect, will be null and void. Any order or judgment entered by  
4 the Court in furtherance of this Settlement will be treated as void from the beginning.

5           44.    Use and Return of Class Data. Information provided to Class Counsel pursuant to  
6 Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel  
7 by Defendant in connection with the mediation, other settlement negotiations, or in connection with the  
8 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used  
9 in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety  
10 (90) calendar days after the date when the Court discharges the Administrator's obligation to provide a  
11 declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and  
12 electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the  
13 Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than  
14 the destruction, of Class Data.

15           45.    Entire Agreement. This Agreement and any attached exhibits constitute the entirety  
16 of the settlement terms. No other prior or contemporaneous written or oral agreements may be deemed  
17 binding on the Parties. The Parties agree that no such extrinsic oral or written representations or terms will  
18 modify, vary, or contradict the terms of this Agreement.

19           46.    Integration Clause. This Settlement contains the entire agreement between the  
20 Parties and all prior or contemporaneous agreements, understandings, representations, and statements,  
21 whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights  
22 hereunder may be waived except in writing.

23           47.    Waiver. No waiver of any condition or covenant contained in this Agreement or  
24 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute  
25 a further waiver by such party of the same or any other condition, covenant, right, or remedy.

26           48.    Meet and Confer Regarding Disputes. Should any dispute arise among the Parties  
27 or their counsel regarding the implementation or interpretation of this Agreement, the Parties' counsel  
28 shall meet and confer to resolve such disputes prior to submitting such disputes to the Court.

1           49.   Mutual Preparation. The Parties have had a full opportunity to negotiate the terms  
2 and conditions of this Agreement. This Agreement will not be construed more strictly against one Party  
3 merely by virtue of the fact that it may have been prepared by counsel for one of the Parties.

4           50.   Invalidity of Any Provision. Before declaring any provision of this Settlement  
5 invalid, the Court will first attempt to fully construe the provision as valid possible consistent with  
6 applicable precedents to define all provisions of this Settlement valid and enforceable.

7           51.   Exhibits Incorporated by Reference. The terms of this Agreement include the terms  
8 set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.  
9 Any exhibits to this Agreement are an integral part of this Agreement.

10          52.   California Law Governs. All terms of this Settlement Agreement and exhibits  
11 hereto will be governed by, construed, and interpreted according to the laws of the State of California,  
12 irrespective of the State of California's choice of law principles.

13          53.   Execution and Counterparts. This Agreement may be executed in one or more  
14 counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the  
15 signature page, will be deemed to be one and same instrument.

16          54.   Administration Costs if this Settlement Fails or is Delayed. If this Settlement is  
17 voided or rescinded, for any reason, any costs incurred by the Administrator will be paid equally by the  
18 Parties unless otherwise specified in this Agreement.

19          55.   Captions. The captions and section numbers in this Agreement are inserted for the  
20 reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the  
21 provisions of this Agreement.

22          56.   Cooperation and Execution of Necessary Documents. All Parties will cooperate in  
23 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this  
24 Settlement Agreement.

25          57.   Continued Jurisdiction. The Court shall fully retain continuing jurisdiction over this  
26 Action and over all Parties and Class Members to enforce and effectuate the terms and intent of this  
27 Settlement Agreement.

28          58.   Amendment or Modification. This Agreement may be amended or modified only  
by a written instrument signed by the Parties and their counsel or their successors-in-interest.



59. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto.

60. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.


61. Escalator Clause. If it is determined that the number of Workweeks within the Class Period exceeds ten percent (10%) or more of 19,935 (*i.e.*, more than 21,929 Workweeks), Defendant will have the option to either: (a) increase the Gross Settlement Amount on a proportional basis above the threshold (*i.e.*, if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%); or (b) have the Class Period and PAGA Period end as of the date the number of Workweeks within the Class Period reaches 21,929 Workweeks. The Gross Settlement Amount shall not be reduced due to Defendant's estimate.

[SIGNATURE PAGE FOLLOWS]

1 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement  
2 Agreement between the Parties as of the date(s) set forth below:  
3


4 **Natalie Casillas**

5  
6 Dated: 07/08/2025

By: 

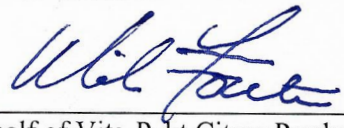
8 **Justice Law Corporation [Approving as to Form Only]**

9  
10 Dated: July 8, 2025

By:   
Douglas Han, Esq.  
Shunt Tatavos-Gharajeh, Esq.  
Talia Lux, Esq.  
Attorneys for Plaintiff

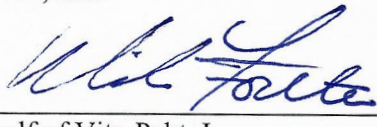
13  
14 **Vita-Pakt Citrus Products Co.**

15  
16 Dated: 7/15/25

By:   
On behalf of Vita-Pakt Citrus Products Co.  
**MIKE FONTES, CFO**

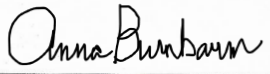
18  
19 **Vita-Pakt, Inc.**

20  
21 Dated: 7/15/25

By:   
On behalf of Vita-Pakt, Inc.  
**MIKE FONTES, CFO**

23  
24 **Klein, Denatale, Goldner, Cooper, Rosenlieb & Kimball,  
LLP [Approving as to Form Only]**

25  
26 Dated: 7/15/25

By:   
Vanessa Franco Chavez  
Anna Burnbaum  
Attorneys for Defendant