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8 Attorneys for Plaintiffs Daisy Saldana,
9 Dolores De Marques and the Putative Class

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF MONTEREY**

12 DAISY SALDANA and DOLORES DE
13 MARQUES, on behalf of themselves and all
14 others similarly Situated,

15 Plaintiffs,

16 v.

17 QUAIL CREEK FARMS, INC., a California
18 Corporation; and DQES 1-10, inclusive,

19 Defendants.

20 **CASE NO.: 20CV003415**

21 Filed: December 21, 2020

22 **AMENDED STIPULATION REGARDING**
23 **CLASS ACTION SETTLEMENT AND**
24 **RELEASE OF CLAIMS**

25 Daisy Saldana and Dolores De Marques (collectively “Plaintiffs”), on behalf of themselves and
26 all others similarly situated, and Quail Creek Farms, Inc. (“Defendant”) hereby enter into this amended
27 stipulation regarding class action settlement and release of claims.

28 **STIPULATION**

A. DEFINITIONS

1. “Action” means the civil class action complaint pending in the Superior Court of the
State of California in and for the County of Monterey, titled *Daisy Saldana et al. v. Quail Creek Farms, Inc.*, Case No. 20CV003415.

2. “Class Counsel” means Santos Gomez of the Law Offices of Santos Gomez.

3. “Class Members” means all non-exempt piece-rate employees of Defendant who were
employed to trim cannabis in California during the period of December 21, 2016 through December
31, 2020 (the “Class Period”) (or if any such person is incompetent, deceased, or unavailable due to

1 military service, the person's legal representative or successor in interest evidenced by reasonable
2 verification).

3 4. "Class Representatives" and "Plaintiffs" means Daisy Saldana and Dolores De
4 Marques.

5 5. "Court" means the Superior Court of the State of California in and for the County of
6 Monterey.

7 6. "Defendant" means Quail Creek Farms, Inc.

8 7. "Effective Date" means the latest of the following: (a) if no Class Member makes an
9 objection to the Settlement, the date the Court grants final approval to the Settlement; (b) if a Class
10 Member objects to the Settlement, the later of: (i) dismissal or withdrawal of the objection by the Class
11 Member; (ii) the date for seeking appellate review of the Court's final approval of the Settlement has
12 passed without a timely request for review; (iii) a Class Member's appeal from the Court's final
13 approval of the Settlement has been voluntarily dismissed, or the dismissal of an untimely appeal; or
14 (iv) the California Court of Appeal or the California Supreme Court has rendered a final decision or
15 order on a Class Member's appeal affirming the Court's final approval of the Settlement without
16 material modification, including denial of any petition for review to the California Supreme Court.

17 8. "C-Corp Shareholders" means Trent Sanders, Justin Donnelly and Dennis Komick,
18 shareholding owner/operators of Defendant during the Class Period under a Stock Purchase Agreement
19 dated January 6, 2021, as amended, which have indemnified Defendant and its current owners from
20 any and all liability with respect to this Action pursuant to said Stock Purchase Agreement's section
21 3.5(c).

22 9. "Gross Settlement Amount" ("GSA") means the amount of Four Hundred and Forty
23 Thousand Dollars and no cents (\$440,000.00), which is the maximum amount to be paid by Defendant
24 pursuant to this Settlement Agreement, to be paid by Defendant on a non-reversionary basis pursuant
25 to the terms of this Settlement. The following payments will be made from the Gross Settlement
26 Amount: (1) the cost of settlement administration; (2) the amount of attorney's fees and litigation costs
27 awarded to Class Counsel; (3) the amount of Service Payment awarded to Plaintiffs as class
28 representatives; (4) Defendant's share of payroll taxes on the portion of settlement benefits allocated to

1 wages; and (5) the settlement benefits to class members who do not exclude themselves from the
2 Settlement.

3 10. “Net Settlement Amount” means the portion of the Gross Settlement Amount of Four
4 Hundred and Forty Thousand Dollars (\$440,000.00) that remains after deductions are made for: (1) the
5 cost of settlement administration (estimated at \$6,500.00); (2) the amount of attorney’s fees
6 (\$110,000.00 or 25% of the Gross Settlement Amount) and litigation costs (estimated at \$12,500.00)
7 awarded to Class Counsel; (3) the amount of Service Payment awarded to Plaintiffs as class
8 representatives (estimated at \$15,000.00 or \$7,500.00 each); (4) Defendant’s share of payroll taxes on
9 the portion of settlement benefits allocated to wages (estimated at \$6,000.00); and (5) the settlement
10 benefits to class members who do not exclude themselves from the Settlement. Plaintiffs estimate the
11 Net Settlement Amount at approximately \$290,000.00.

12 11. “Notice” means the Notice of Class Action Settlement, substantially in the form
13 attached as Exhibit A, to be mailed out by the Settlement Administrator to Class Members following
14 the Court’s Order Granting Preliminary Approval.

15 12. “Parties” means Plaintiffs and Defendant collectively.

16 13. “Release Period” means the period of December 21, 2016 through December 31, 2020.

17 14. “Settlement” or “Agreement” means this Stipulation Regarding Class Action Settlement
18 and Release of Claims.

19 15. “Settlement Administrator” means Atticus Administration, LLC, or any other third-party
20 class action settlement administrator approved by the Parties and the Court for the purposes of
21 administering this Settlement. The Parties each represent that they do not have a financial interest in
22 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
23 could create a conflict of interest.

24 **B. RECITALS**

25 1. Plaintiffs filed a putative class action on December 21, 2020 in the Superior Court of
26 the State of California, County of Monterey, Monterey Division. In the Complaint, Plaintiffs alleged
27 the following claims for relief on behalf of non-exempt piece-rate employees of Defendant who were
28 employed to trim cannabis in California during the period of December 21, 2016 through December

1 31, 2020, prior to the sale of Defendant by and under the supervision of the C-Corp Shareholders: (1)
2 Failure to Pay Overtime Wages; (2) Failure to Pay All Wages at the Correct Rate for Time Spent in
3 Rest and Recovery Periods; (3) Failure to Provide All Required Meal Periods; (4) Failure to Provide
4 Accurate Itemized Wage Statement; (5) Failure to Pay All Wages Owed Upon Termination; and (6)
5 Restitution Pursuant to Bus. & Profs. Code sections 17200 *et seq.* In addition to the above claims, prior
6 to and at mediation, Plaintiffs asserted a claim for failure to provide all required rest periods.

7 2. The Parties have concluded that it is desirable to settle this matter to avoid the expense,
8 inconvenience, distraction, and uncertainties of continued litigation. Defendant does not admit, and
9 expressly denies, the allegations in the Complaint, including the additional rest period claim, and
10 further denies any liability or wrongdoing of any kind, under any federal, state, or local law or
11 regulation.

12 3. On September 15, 2021, the Parties participated in a private mediation before
13 experienced mediator Retired Judge Maria-Elena James. While the Parties made progress at the
14 mediation, they were unable to reach a class settlement. Thereafter, the Parties continued settlement
15 discussions and agreed to jointly request an early mandatory settlement conference. On May 17, 2022,
16 the Parties participated in an early mandatory settlement conference with Judge Vanessa W. Vallarta.
17 With the assistance of Judge Vallarta, the Parties were able to reach a class settlement. This Stipulation
18 Regarding Class Action Settlement and Release of Claims formalizes the Parties' agreement.

19 4. Class Counsel have conducted a thorough investigation into the facts of this case,
20 including extensive interviews of Plaintiffs and some class members, reviewing relevant documents
21 and researching the applicable law and potential defenses. Class Counsel also reviewed the class data
22 produced by Defendant in response to formal class discovery, and additional class data and information
23 Defendant informally produced in advance of the mediation and the mandatory settlement conference.
24 Based on this review, Class Counsel determined Defendant's maximum potential liability. Class
25 Counsel are of the opinion that the Settlement is fair, reasonable, and adequate, and is in the best
26 interest of the Class Members in light of all known facts and circumstances, including Defendant's
27 defenses. Defendant agrees that the Settlement is fair, reasonable and adequate.
28

1 5. The Parties agree that the filing of this Settlement is for settlement purposes only and if,
2 for any reason, it is not approved, the Settlement will be of no force or effect. In such event, nothing in
3 the Settlement shall be used or construed by or against any party as a determination, admission, or
4 concession of any issue of law or fact in the Action; and the Parties do not waive, and instead expressly
5 reserve, their respective rights with respect to the prosecution and defense of this Action as if this
6 Settlement never existed. Defendant expressly reserves its rights to challenge the propriety of class
7 certification should the Court not approve the Settlement.

8 **C. TERMS OF SETTLEMENT**

9 Plaintiffs, on behalf of themselves and the Class Members, and Defendant agree as follows:

10 1. Gross Settlement Amount: The C-Corp Shareholders and/or Defendant shall pay to the
11 Settlement Administrator the non-reversionary Gross Settlement Amount of Four Hundred and Forty
12 Thousand Dollars (\$440,000.00). The Gross Settlement Amount shall include payments for: (1) the
13 cost of settlement administration; (2) the amount of attorney's fees and litigation costs awarded to
14 Class Counsel; (3) the amount of Service Payment awarded to Plaintiffs as class representatives; (4)
15 Defendant's share of payroll taxes on the portion of settlement benefits allocated to wages; and (5) the
16 settlement benefits to class members who do not exclude themselves from the Settlement. Defendant
17 estimates there are 54 Class Members. The Parties agree that the Gross Settlement Amount resolves the
18 class claims of up to 60 Class Members. If the actual number of Class Members exceeds 60, the Parties
19 agree to negotiate in good faith an additional amount to cover the claims of the additional Class
20 Members, without prejudice to further contributions by the C-Corp Shareholders.

21 2. Payment to the Settlement Administrator: The Settlement Administrator shall pay to
22 itself the court-approved administration fees (estimated at \$6,500.00). These costs, which will be paid
23 from the Gross Settlement Amount, will include, *inter alia*, the costs for the Settlement Administrator
24 to: (i) conduct address traces to locate Class Members as necessary; (ii) prepare and mail the Notice of
25 Class Action Settlement; (iii) track requests for exclusion; (iv) respond to Class Member inquiries; (v)
26 distribute all payments required by the Settlement; (vi) report taxes in connection with the Settlement;
27 and (vii) perform any other duties necessary for administration of the Settlement. The Settlement
28 Administrator will also create a Web Page wherein it will provide class members relevant documents,

1 including but not limited to, the Notice of Class Settlement in both English and Spanish, Class
2 Counsel's contact information for class members to use should they have questions about the
3 Settlement or their rights as class members.

4 3. Attorney's Fees, Expenses and Costs: Defendant will not oppose Class Counsel's
5 application to the Court for an award of up to One Hundred Ten Thousand Dollars (\$110,000.00 or
6 25% of the Gross Settlement Amount) in attorneys' fees and for an award of up to Twelve Thousand
7 Five Hundred Dollars (\$12,500.00) for litigation costs and expenses, to compensate Class Counsel for
8 the work already performed in this case and all work remaining to be performed in documenting the
9 Settlement, securing Court approval of the Settlement, and ensuring that the Settlement is fairly
10 administered. Plaintiffs and Class Counsel will not have the right to revoke this Settlement in the event
11 the Court fails to approve the amount of Attorneys' Fees and Costs sought by Class Counsel. Any
12 portion of the Attorneys' Fees and Costs not awarded to Class Counsel will be added to the Net
13 Settlement Amount. The Settlement Administrator will issue to Class Counsel a Form 1099 with
14 respect to the payment of the Court-approved attorneys' fees and costs.

15 4. Service Payment to Class Representatives: Defendant will not oppose Plaintiffs' request
16 to the Court for an award of up to Fifteen Thousand Dollars (up to \$7,500.00 for each Class
17 Representative), for their service as Class Representatives ("Service Payment") in addition to any
18 payment each Plaintiff may otherwise receive as a Class Member. The Settlement Administrator will
19 issue to each Plaintiff a Form 1099 for the Service Payment.

20 5. Employer's payroll taxes: Then Settlement Administrator will pay the employer's
21 payroll taxes on the W-2 wages paid to the Class Members from the Gross Settlement Amount. The
22 Parties note that Defendant agreed to increase the initially agreed upon Gross Settlement Amount from
23 \$435,000.00 to \$440,000.00 instead of paying the employer's taxes separately. Plaintiffs estimate the
24 employer's taxes are not significantly more than the additional \$5,000.00 Defendant agreed to pay.

25 6. Distribution to Class Members: Each member of the Class who does not exclude
26 himself/herself from the Settlement will receive his/her pro-rata share of the Net Settlement Amount
27 based on the number of pay periods he/she worked for Defendant during the Class Period.
28

1 7. Non-Reversionary; Cy Pres: The settlement is completely non-reversionary and the
2 entire Net Settlement Amount will be distributed to Class Members who do not exclude themselves
3 from the Settlement. In the event settlement checks issued to Class Members are not cashed or
4 deposited within 180 days after mailing of the Payments, the checks shall become null and void and
5 any funds remaining from such uncashed checks shall be paid to the not-for-profit California Rural
6 Legal Assistance, Inc. as the designated *cy pres* beneficiary. The Parties and their counsel each
7 represent that they do not have a financial interest in California Rural Legal Assistance, Inc. or
8 otherwise have a relationship with it that could create a conflict of interest.

9 8. Tax Allocation of Class Member Distributions: The Parties agree that the Settlement
10 payments to Class Members will be treated as follows: 20% of the payments shall be allocated to
11 wages and 80% shall be allocated to interest and penalties. To the extent required by law, the
12 Settlement Administrator shall be responsible for issuing Class Members a Form W-2 with respect to
13 the portion of settlement benefits allocated to wages and a Form 1099 with respect to the portion of
14 settlement benefits allocated to interest and penalties. Neither this Settlement, nor any of its
15 attachments, should be interpreted to contain or constitute representations or advice regarding any U.S.
16 federal or state tax issue. Defendant makes no representation as to the tax treatment or legal effect of
17 the payments called for hereunder, and Plaintiff and Class Members are not relying on any statement,
18 representation, or calculation by Defendant in this regard. Plaintiff and Class Members understand and
19 agree that they will be solely responsible for the payment of any taxes and penalties assessed on the
20 payments described herein and will defend, indemnify, and hold Defendant free and harmless from and
21 against any claims resulting from treatment of such payments as non-taxable amounts, Class Members
22 will be specifically informed that neither Defendant or Class Counsel make any representations
23 regarding the tax implications of any amounts paid under this Settlement, and that if any Class
24 Member has any questions regarding those implications, he/she can and should consult a tax expert.

25 9. Funding and Distribution Dates: Within ten (10) business days after the Effective Date,
26 the Settlement Administrator shall advise the C-Corp Shareholders and Defendant of the total amount
27 of funds needed to satisfy Defendant's obligations under the Settlement, which is acknowledged to
28 satisfy the C-Corp Shareholders' indemnification obligations under the Stock Purchase Agreement.

1 The C-Corp Shareholders and/or Defendant shall remit to the Settlement Administrator the amount of
2 funds needed under the Settlement no later than twenty (20) business days after receiving notice from
3 the Settlement Administrator regarding the total amount required to fund the Settlement. The
4 Settlement Administrator shall distribute payments required under the Settlement within fifteen (15)
5 days from the date it received the required funds from Defendant or the C-Corp Shareholders. The
6 Settlement Administrator shall prepare a disbursement report and submit it as an exhibit to a signed
7 Declaration regarding disbursement of the settlement funds no later than thirty days (30) days after all
8 funds, including the *cy pres* payment, are disbursed.

9 **D. NOTICE, EXCLUSION AND OBJECTION PROCEDURES**

10 1. Within fifteen (15) days following the Court's entry of an Order Granting Preliminary
11 Approval of the Settlement, Defendant shall provide to the Settlement Administrator a database or
12 spreadsheet listing the name, last known home address, social security number, and number of pay
13 periods each Class Member worked during the Class Period (the "Class List").

14 2. Within ten (10) days after receiving the Class List from Defendant, the Settlement
15 Administrator shall send the Notice, in English and Spanish, to each Class Member by first class mail.
16 The Settlement Administrator shall provide a copy of the amount each Class Member (identified with
17 only a numerical identifier and the Class Member's complete name) is projected to receive, to Class
18 Counsel to use to answer questions from Class Members and to help the Settlement Administrator
19 administer the Settlement.

20 3. The Settlement Administrator shall use reasonable standard skip tracing devices as
21 necessary to verify the accuracy of all addresses before the initial mailing date to ensure that the Notice
22 is sent to all Class Members at the addresses most likely to result in immediate receipt of those
23 documents. It shall be conclusively presumed that any Notice so mailed and not returned as
24 undeliverable within thirty (30) days of the mailing shall have been received by the Class Member.
25 With respect to any returned Notices, the Settlement Administrator shall use reasonable diligence to
26 obtain a current address and mail a Notice to such address.

27 4. Class Members shall have forty-five (45) days from the initial mailing of the Notice by
28 the Settlement Administrator to request exclusion from the Settlement by submitting a request in

1 writing to be excluded from the Settlement to the Settlement Administrator. If disputes about the
2 validity or timeliness of any request for exclusion arise, the Parties shall meet and confer. If the Parties
3 cannot resolve the dispute, the Parties agree to jointly request the Court's assistance in resolving the
4 issue.

5 5. Class Members who submit a timely and valid request for exclusion will not be bound
6 by the release provisions of the Settlement and will not be entitled to receive any settlement benefits
7 under the Settlement.

8 6. If 10% or more of Class Members request exclusion from the Settlement (i.e., opt out),
9 Defendant, at its sole option, may abrogate the Settlement, in which case the Settlement shall be null
10 and void. Defendant shall exercise this right within ten (10) days after notification by the Settlement
11 Administrator of the total number of Class Members who submitted a valid request for exclusion. If
12 Defendant abrogates the Settlement pursuant to this paragraph, Defendant shall pay the Settlement
13 Administrator for the costs of settlement administration prior to receiving notice from Defendant about
14 abrogation of the Settlement.

15 7. Class Members shall have forty-five (45) days from the initial mailing of the Notice by
16 the Settlement Administrator to submit any objections to the Settlement and advise of their desire to
17 appear at the Final Fairness Hearing. The Notice shall include specific instructions to Class Members
18 for submitting objections, which must be sent in writing to the Settlement Administrator.

19 **E. RELEASE OF CLAIMS**

20 1. Class Members' Released Claims: Each Class Member who does not submit a timely
21 and valid request for exclusion shall, upon the Effective Date, be deemed to have released any and all
22 claims against Defendant and any former or present parent, subsidiary, affiliated companies,
23 corporations, joint ventures, owners, officers, directors, members, managers, employees, partners,
24 principals, heirs, shareholders, agents, accountants, auditors, consultants, representatives, attorneys,
25 insurers, investors, administrators, and any other successors, predecessors, assigns, divisions, or legal
26 representatives, including without limitation the C-Corp Shareholders and Trent Sanders (the
27 "Representative of the C-Corp Shareholders" in the above-captioned action) (the "Released Parties"),
28 from any and all claims, rights, demands, liabilities, factual or legal theories, and causes of action

1 under California law giving rise to potential liability for acts or omissions during the Release Period
2 which were asserted in the Complaint or which could have been asserted based on the facts alleged in
3 the Complaint arising at any time during the Class Period. The Released Claims include, to the extent
4 based on the facts alleged in the Complaint, claims for: failure to pay overtime wages, failure to pay
5 wages at the correct rate for time spent in rest and recovery periods; failure to provide required meal
6 periods; failure to provide accurate wage statements; claims for waiting time penalties; unfair
7 competition; and claims for costs and attorneys' fees in connection therewith (other than as payable
8 under this agreement). Plaintiffs are also releasing the rest period claim which they discovered and
9 resolved during the course of the litigation.

10 2. Additional Attorney's Fees Released by Class Counsel: In consideration for an award of
11 attorney's fees, expenses and costs in accordance with this Settlement, Class Counsel irrevocably and
12 forever waive any and all claims to any further attorney's fees and costs in connection with the Action.

13 **F. COURT APPROVAL**

14 1. Plaintiffs shall promptly move the Court for the entry of an Order Granting Preliminary
15 Approval of the Settlement.

16 2. In accordance with the Court's Order Granting Preliminary Approval of the Settlement,
17 Plaintiffs, after the Settlement Administrator has mailed the Notice to Class Members and the time for
18 Class Members to request exclusion from or make an objection to the Settlement has expired, shall
19 move the Court for the entry of an Order Granting Final Approval of the Settlement.

20 3. This Settlement shall not take effect until the Court has entered an order granting final
21 approval of the Settlement and that order has become final after any objections to the Settlement or any
22 appeals from the order granting final approval of the Settlement have been resolved. If for any reason
23 this Settlement is materially modified on appeal, then this Settlement will become null and void, no
24 payment under this Settlement will be made, and the Settlement shall not be used nor be admissible in
25 any subsequent proceeding either in this Court or in any other Court or forum.

26 4. The Parties agree to waive appeals from the Court's order granting final approval of the
27 Settlement with the following exceptions: (1) the Parties may appeal if the Court materially modifies
28 the Settlement; (2) Plaintiffs may appeal if the Court awards attorney's fees, expenses, costs or a

1 Service Payment in an amount less than requested by Plaintiffs. Any appeal with respect to the amount
2 of attorney's fees, expenses, costs or Service Payment shall not affect the finality of the Settlement in
3 any other regard or delay the payment of settlement benefits to Class Members or the payment of
4 administration costs to the Settlement Administrator; and (3) Defendant may appeal from any Court
5 order not granting the Court jurisdiction over any plea by Plaintiffs and/or Defendant against the C-
6 Corp Shareholders for failure to pay any and all amounts herein due and payable under the Settlement
7 Agreement; for example and not by way of limitation, as also required by the Stock Purchase
8 Agreement; it being understood and agreed that the Court may have original jurisdiction over any
9 failure to pay the Gross Settlement Amount by the C-Corp Shareholders.

10 **G. MISCELLANEOUS**

11 1. The respective signatories to the Settlement represent that they are fully authorized to
12 enter into this Settlement and bind the respective Parties to its terms and conditions.

13 2. The Parties agree to cooperate fully with each other to accomplish the terms of this
14 Settlement, including but not limited to, execution of such documents and to take such other action as
15 may reasonably be necessary to implement the terms of the Settlement. The Parties shall use their best
16 efforts, including all efforts contemplated by this Settlement and any other efforts that may become
17 necessary by order of the Court, or otherwise, to effectuate the terms of this Settlement.

18 3. The Parties represent, covenant, and warrant that they have not directly or indirectly,
19 assigned, transferred, encumbered, or purported to assign, transfer or encumber to any person or entity
20 any portion of any liability, claim, demand, action, cause of action or right released and discharged in
21 this Settlement.

22 4. Nothing contained in this Settlement shall be construed or deemed an admission of
23 liability, culpability, negligence, or wrongdoing on the part of Defendant, and Defendant denies any
24 such liability. The Parties have entered into this Settlement with the intention to avoid further disputes
25 and litigation with the attendant inconvenience and expenses. This Settlement is a settlement document
26 and shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve,
27 interpret, or enforce its terms, and will not be offered or received as evidence in any other action or
28 proceeding to establish any liability or admission on the part of Defendant or to establish the existence

1 of any condition constituting a violation of, or a non-compliance with, federal, state, local or other
2 applicable law.

3 5. This Settlement may be executed in counterparts, and when each party has signed at
4 least one such counterpart, each counterpart shall be deemed an original, and, when taken together with
5 other signed counterparts, shall constitute execution of the Settlement, which shall be binding upon and
6 effective as to all Parties.

7 **IT IS SO STIPULATED AND AGREED.**

8 **Plaintiffs**

9 Dated: March , 2023

10 _____
Daisy Saldana

11 Dated: March , 2023

12 _____
Dolores De Marques

13 **Defendant**

14 Dated: March , 2023

15 

16 By:

17 Its:

For Quail Creek Farms, Inc.

18 **C-Corp Shareholders**

19 Dated: March , 2023

20 _____
Trent Sanders

21 Dated: March , 2023

22 _____
Dennis Komick

23 Dated: March , 20232

24 _____
Justin Donnelly

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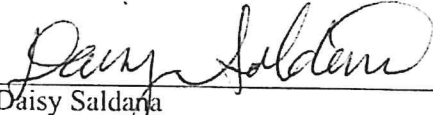
2 applicable law.

3 5. This Settlement may be executed in counterparts, and when each party has signed at
4 least one such counterpart, each counterpart shall be deemed an original, and, when taken together with
5 other signed counterparts, shall constitute execution of the Settlement, which shall be binding upon and
6 effective as to all Parties.

7 **IT IS SO STIPULATED AND AGREED.**

8 **Plaintiffs**

9 Dated: March 23, 2023

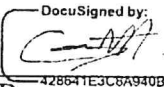
10 
Daisy Saldana

11 Dated: March 23, 2023

12 
Dolores De Marques

13 **Defendant**

14 Dated: March , 2023

15 
By:
16 Its:
For Quail Creek Farms, Inc.

17 **C-Corp Shareholders**

18 Dated: March , 2023

19 Trent Sanders

20 Dated: March , 2023

21 Dennis Komick

22 Dated: March , 2023

23 Justin Donnelly

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1 of any condition constituting a violation of, or a non-compliance with, federal, state, local or other
2 applicable law.

3 5. This Settlement may be executed in counterparts, and when each party has signed at
4 least one such counterpart, each counterpart shall be deemed an original, and, when taken together with
5 other signed counterparts, shall constitute execution of the Settlement, which shall be binding upon and
6 effective as to all Parties.

7 **IT IS SO STIPULATED AND AGREED.**

8 **Plaintiffs**

9 Dated: March , 2023

10 _____
Daisy Saldana

11 Dated: March , 2023

12 _____
Dolores De Marques

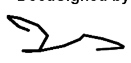
13 **Defendant**

14 Dated: March , 2023

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By:
16 Its:
For Quail Creek Farms, Inc.

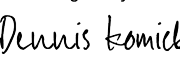
17 **C-Corp Shareholders**

18 Dated: March 9, 2023

19 DocuSigned by:

F9FC01F964B048A


20 _____
Trent Sanders

21 Dated: March 10 , 2023

22 DocuSigned by:

991E6B99B07046E...

23 _____
Dennis Komick

24 Dated: March 9 , 2023

25 DocuSigned by:

7B1F69B54A17471

26 _____
Justin Donnelly

27 ///

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1 **Approved as to form**


2 Dated: March , 2023

LAW OFFICES OF SANTOS GOMEZ

3
4 By: _____
5 Santos Gomez
6 Attorneys for Plaintiffs and the Putative Class

7 Dated: March 15, 2023

FENTON & KELLER

8 By: 
9 Bradley J. Levang
10 Attorneys for Defendant Quail Creek Farms, Inc.

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Approved as to form

Dated: March 24, 2023

LAW OFFICES OF SANTOS GOMEZ

By:


Santos Gomez

Attorneys for Plaintiffs and the Putative Class

Dated: March 15, 2023

FENTON & KELLER

By:


Bradley J. Levang

Attorneys for Defendant Quail Creek Farms, Inc.