

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Settlement” or “Settlement Agreement” or “Agreement”) is entered into by and between Plaintiff Laura Villegas Ramirez (“Plaintiff”), on behalf the State of California and Aggrieved Employees under PAGA, on the one hand, and Defendants Jazmine AG Labor Services, Inc. (“Jazmine Ag”) and Jasmine Quintanilla (“Jasmine”) (collectively, “Defendants”), on the other hand (collectively, the “Parties”), subject to Court approval.

This Settlement shall be binding on Plaintiff, Defendants, the Aggrieved Employees (defined below), the State of California and the Released Parties (defined below), subject to the terms and conditions hereof and the approval of the Court.

NATURE OF THE LAWSUIT AND REPRESENTATIONS

1. On July 11, 2020, Plaintiff sent a notice to Defendant and the State of California’s Labor & Workforce Development Agency pursuant to the California Labor Code Private Attorneys General Act, Labor Code Sections 2698, *et seq.* (“PAGA”), alleging violations of the California Labor Code (the “PAGA Notice”).

2. On September 29, 2020, Plaintiff commenced the PAGA Lawsuit (defined below), alleging multiple claims on behalf of herself and on behalf of the State of California, the California Labor & Workforce Development Agency, and all other Aggrieved Employees (defined below) for civil penalties under the PAGA for failure to pay minimum wages; failure to pay overtime wages; failure to provide compliant rest breaks or pay rest premiums; failure to provide compliant meal periods or pay meal premiums; failure to provide accurate wage statements; failure to maintain wage records; failure to issue, maintain, and/or produce wage records upon request; failure to keep accurate records of all hours worked; failure to timely pay wages during employment; failure to timely pay wages at termination or final wages; and violations of Health and Safety Standards for sanitary facilities.

3. Defendants deny any and all liability and/or wrongdoing of any kind associated with the claims alleged by Plaintiff and deny all of the allegations, claims, and contentions alleged in the PAGA Lawsuit (defined below) including, but not limited to, the Released Claims (defined below).

4. The Parties wish to avoid the expense of further proceedings and any future prosecution of Plaintiff's PAGA claims, as alleged in the PAGA Lawsuit (defined below).

5. Neither the existence of this Settlement nor anything contained in this Settlement shall be construed or deemed as an admission of liability, culpability, negligence or wrongdoing on the part of Defendants.

6. The Parties recognize that, absent this Settlement, the issues presented in the PAGA Lawsuit are likely to be resolved only with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits of litigation. The Parties have taken into account the risk and uncertainty of the outcome inherent in any litigation.

7. Plaintiff and PAGA Counsel have diligently pursued an investigation of the claims against Defendants.

8. Based on their own independent investigations and evaluations, Defendants, Defense Counsel, Plaintiff and PAGA Counsel are of the opinion that the resolution for the consideration and on the terms set forth in this Settlement is fair, reasonable and adequate and is in the best interests of all Parties, the Aggrieved Employees, and the State of California.

9. The purpose of this Settlement is to settle and compromise all the Released Claims (defined below) during the Settlement Period that Plaintiff and the Aggrieved Employees may have against Defendants and any of the other Released Parties (defined below).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement are also effective.

5. Administrator: "Administrator" means ILYM Group, Inc., an independent third-party settlement administrator selected by the Parties, subject to approval by the Court, for the purpose of administering this Settlement.

6. Administrator Costs: "Administrator Costs" means the costs payable from the Maximum Settlement Amount to the Administrator for its services in administering the Settlement.

7. Aggrieved Employees: “Aggrieved Employees” and “Aggrieved Employee” means all individuals who are or were currently employed by Jazmine Ag as non-exempt employees in the State of California at any time from July 11, 2019, and the Effective Date (“Aggrieved Employees”), including Plaintiff.

8. Attorneys’ Fees and Costs: “Attorneys’ Fees and Costs” means the attorneys’ fees agreed upon by the Parties and approved by the Court for PAGA Counsel’s litigation and resolution of this PAGA Lawsuit and all litigation costs and expenses incurred and to be incurred by PAGA Counsel in the PAGA Lawsuit, including, but not limited to, the costs and expenses associated with documenting the Settlement, securing the Court’s approval of the Settlement, administering the Settlement, obtaining entry of a judgment terminating this Lawsuit, and expenses for any experts. PAGA Counsel will seek an award of attorneys’ fees not to exceed 33.33% of the Maximum Settlement Amount, or up to Ten Thousand Dollars (\$10,000.00) and costs not to exceed Two-Thousand Five Hundred Dollars (\$2,500.00), subject to approval by the Court, which will be paid from the Maximum Settlement Amount. In the event the Court approves payments of less than these amounts, the difference will be added to the PAGA Penalties Fund.

9. Complaint: “Complaint” means and refers to the *Complaint for Civil Penalties Under the Private Attorneys General Act of 2004 and Damages* filed on or around September 29, 2020 in the PAGA Lawsuit.

10. Court: “Court” means and refers to the Superior Court of the State of California for the County of Kern.

11. Defense Counsel: “Defense Counsel” means and refers to counsel for Defendants, T. Scott Belden and Jazmine Flores of Belden Blaine Raytis, LLP.

12. Effective Date: “Effective Date” will be the date the Superior Court or any Party serves notice of the Superior Court’s order approving this Settlement. At no time will Defendants have any obligation to fund the Settlement, in whole or in part, until after this Effective Date.

13. Individual Settlement Payments: “Individual Settlement Payments” and “Individual Settlement Payment” means the portion of the 25% of the PAGA Penalties Fund that shall be paid to each

Aggrieved Employee during the Settlement Period in equal shares, pursuant to the terms and conditions of this Agreement.

14. LWDA: “LWDA” refers to the California Labor & Workforce Development Agency.

15. LWDA Payment: “LWDA Payment” means the payment to be made to the LWDA for its 75% share of the PAGA Penalties Fund.

16. Maximum Settlement Amount: “Maximum Settlement Amount” means the total sum of Three Hundred Thousand Dollars (\$30,000.00), which represents the maximum amount payable in this Settlement by Defendants and is the maximum amount Defendants can be required to pay under this Settlement, which includes:

17. PAGA Counsel: “PAGA Counsel” means and refers to counsel for Plaintiff, Ruben Escobedo of Workworld Law Corporation.

18. PAGA Lawsuit: “PAGA Lawsuit” means and refers to the civil action filed in the Superior Court of the State of California for the County of Kern entitled *State of California ex rel. Laura Villegas Ramirez vs. Jazmine Ag Labor Services, Inc., et al.*, Case No. BCV-20-102317.

19. PAGA Penalties Fund: “PAGA Penalties Fund” means the amount from the Maximum Settlement Amount that is available for distribution of the LWDA Payment and the Individual Settlement Payments, after deducting (1) the Administrator Costs (subject to Court approval), and (2) Attorneys’ Fees and Costs (subject to Court approval). Pursuant to the Labor Code § 2699(i), the PAGA Penalties Fund shall be allocated and paid as follows: 75% to the LWDA as the LWDA Payment; and 25% to the Aggrieved Employees. The entire PAGA Fund will be distributed to the LWDA and the Aggrieved Employees in payment of PAGA penalties.

20. Released Claims: “Released Claims” means any and all claims for civil penalties under PAGA that were actually alleged or that could have been alleged in the PAGA Lawsuit by Plaintiff, on behalf of the State of California and the Aggrieved Employees, arising out of or in any way relating to their employment with any of the Released Parties, or based on the facts alleged or that could have been alleged in the Complaint or the PAGA Lawsuit and including, but not limited to: (a) Penalties pursuant to California Labor Code Sections 201, 201.3, 201.5, 201.9, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5,

210, 221, 226, 226.3, 226.7, 512, 558, 1140.4, 1174, 1194.2, 1197, 1197.1, 1197.5, 1198, 1182.12, 1682, 2260, 2698, 2699, and/or 2699.3, *et seq.*; the applicable Industrial Wage Order(s); Cal. Code Regs., tit. 8, sec. 3457; and California Business and Professions Code; (b) claims for attorney's fees and costs incurred in the prosecution of or in connection with the PAGA Lawsuit; (c) any other remedies, penalties, or interest available under the PAGA based on, arising out of, or related to the employment of Plaintiff and/or any of the Aggrieved Employees with any of the Released Parties, the facts alleged or that could have been alleged in the Complaint and/or the PAGA Lawsuit and/or the PAGA Notice. This release applies to the Settlement Period only.

21. Released Parties: "Released Parties" means and refers to Jazmine Ag, Jasmine, and their respective parents, subsidiaries, affiliates, including Quintanilla Ag, Inc. and HJQ Ag Inc., and attorneys, and all of their respective employees, agents, trustees, administrators, fiduciaries, beneficiaries, partners, representatives, accountants, auditors, consultants, attorneys, insurers, reinsurers, successors and predecessors in interest, officers, directors, legal representatives, attorneys, and/or any other entity or individual which could be liable for the acts or omissions of Defendant in relation to the Released Claims.

22. Settlement Period: "Settlement Period" means the period from July 11, 2019, until the Effective Date ("Settlement Period").

TERMS OF SETTLEMENT

In consideration of the mutual covenants, promises and representations set forth in this Settlement, the Parties agree, subject to the Court's approval, as follows:

23. Maximum Settlement Amount: Without admitting any liability whatsoever and subject to the terms and conditions of this Settlement, and in consideration for Settlement of the Lawsuit and the release contained in this Settlement, including the release of the Released Claims, Defendants agree to pay or cause to be paid the Maximum Settlement Amount of Thirty Thousand Dollars (\$30,000.00), which is the maximum total amount that Defendants are obligated to pay for any and all purposes under this Settlement. In no event shall Defendants be liable under this PAGA Settlement Agreement for more than the Maximum Settlement Amount. The Maximum Settlement Amount shall be paid in four (4)

equal monthly payments of Seven Thousand Five Hundred Dollars (\$7,500.00) that shall begin 60 days after the Effective Date (“Monthly Payment”), such that the first Monthly Payment of Seven Thousand Five Hundred Dollars (\$7,500.00) shall be due 60 days after the Effective Date.

24. No Further Funding Requirements Beyond Maximum Settlement Amount. Defendants’ monetary obligation under this Agreement is limited to the Maximum Settlement Amount. Other than as described in paragraph 23 above of this Settlement Agreements, Defendants shall not be called upon or required to contribute any additional monies above the Maximum Settlement Amount under the terms of this Settlement Agreement.

25. PAGA Counsel’s Attorneys’ Fees and Costs. Pursuant to Labor Code section 2699(g)(1), the Parties agree that PAGA Counsel is entitled to seek an award of Attorneys’ Fees and Costs, as follows: An award of attorneys’ fees not to exceed 33.33% of the Maximum Settlement Amount, or up to Ten Thousand Dollars (\$10,000.00) and costs not to exceed Two-Thousand Five Hundred Dollars (\$2,500.00), subject to approval by the Court, which will be paid from the Maximum Settlement Amount. In the event the Court approves payments of less than these amounts, the difference will be added to the PAGA Penalties Fund. If the Court believes the award of Attorneys’ Fees and Costs should be reduced, the other terms of the Settlement will remain in effect and any such reduction will not affect the remaining terms of the Settlement, other than adjusting the total sum of the PAGA Penalties Fund. The Administrator shall report these payments of Attorneys’ Fees and Costs on an IRS Form 1099 issued to PAGA Counsel.

26. Administrator Costs: The Parties agree that ILYM Group, Inc. shall serve as the Administrator for the purposes of administering this Settlement, subject to Court approval. All Administrator Costs shall be paid from the Maximum Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Administrator as being the maximum necessary to administer the Settlement, which is anticipated to be no greater than \$7,500. To the extent actual Administrator Costs are greater than \$7,500, such excess amount will be paid from the Maximum Settlement Amount and deducted from the PAGA Penalties Fund.

27. PAGA Penalties Fund: The PAGA Penalties Fund shall be distributed pursuant to Labor Code Section 2699(i) as follows:

- i) LWDA Payment: 75% of the PAGA Penalties Fund will be paid to the LWDA, and
- ii) Individual Settlement Payments: The remaining 25% of the PAGA Penalties Fund will be paid to each of the Aggrieved Employees during the Settlement Period in equal shares.

28. Settlement Administration: The Administrator's duties and responsibilities pursuant to the Settlement will include, but not be limited to, printing, distributing, and tracking documents for this Settlement; calculating the Individual Settlement Payments; tax reporting; disbursing payment of Attorney's Fees and Costs to PAGA Counsel; disbursing the LWDA Payment to the LWDA; distributing the PAGA Penalties Fund, printing and providing Plaintiff, the Aggrieved Employees and PAGA Counsel with IRS Forms 1099 as required under this Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; and other duties and responsibilities as the Parties mutually agree or the Court orders that pertain to the administration of the Settlement. Within 21 days after receipt of the fourth and final Monthly Payment, the Administrator will distribute the Individual Settlement Payments, LWDA Payment, Administrator Costs, and PAGA Counsel's Attorneys' Fees and Costs. The Administrator will issue to each Aggrieved Employee a check for his or her share of the PAGA Penalties Fund, along with an explanatory letter attached hereto as Exhibit A. Checks will remain negotiable for 120 days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Funds represented by Individual Settlement Payment checks returned as undeliverable and those Individual Settlement Payments checks remaining un-cashed for more than 120 days after issuance will be tendered to the State Controller's Office, Unclaimed

Property Division. All Individual Settlement Payments to Aggrieved Employees will be treated as 100% miscellaneous income for which a Form 1099 will be issued.

29. Tax Consequences: Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. To the extent that this Settlement or any of its attachments is interpreted to contain or constitute advice regarding any U.S. or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Each individual who receives a payment from this Settlement will be responsible for the payment of any taxes owing on said amount. Neither Defendants, Defense counsel, nor PAGA Counsel are responsible for any tax obligations regarding the allocation of the Individual Settlement Payments.

30. Court Approval of the Settlement: The Parties recognize that, in accordance with Labor Code section 2699(l), Court approval is required for settlement of a PAGA action. This Agreement is contingent upon the approval by the Court of this Settlement. The Parties will file a stipulation or motion requesting that the Court issue an order approving this PAGA Settlement Agreement and incorporating by reference the terms and conditions of the Settlement Agreement. This Settlement and any and all releases contained herein shall be void if the Court declines to provide the requested approval of the Settlement, as set forth herein.

31. The Parties agree that there is no statutory right for any Aggrieved Employees to object, opt out or otherwise exclude themselves from the Settlement. Neither Plaintiff nor Defendants, nor their respective counsel, will directly or indirectly solicit or otherwise encourage any Aggrieved Employees to object to the Settlement or appeal from the judgment in the PAGA Lawsuit. The Parties further agree that there is no right for any Aggrieved Employees to appeal the approval of the Settlement by the Court. The Parties will jointly defend against any objection, opt-out or any appeal filed with respect to the final approval order of the Court, approving this Settlement.

32. Notice to the State: At the same time that PAGA Counsel files a request to approve the Settlement, PAGA Counsel also shall submit such request to the LWDA in accordance with Labor Code Section 2699(l)(2). PAGA Counsel shall also submit to the LWDA a copy of the judgment in the PAGA

Lawsuit and a copy of any other order providing for or denying an award of civil penalties in the PAGA Lawsuit within ten (10) days after receipt of such judgment or order, in compliance with Labor Code Section 2699(1)(3).

33. Required Action: Within 90 days after the Effective Date, Defendants will take the following action:

- (i) Conduct an internal review of Jazmine Ag's meal and rest break company policy to ensure that it complies with California law;
- (ii) Conduct an internal review of Jazmine Ag's late attendance policies and procedures to ensure that they comply with California law; and
- (iii) Ensure that Jazmine Ag's supervisors follow its policies and procedures.

Within 120 days after the Effective Date, Defendants will provide confirmation to PAGA Counsel that the required action items above have been completed.

34. Settled Claims for Aggrieved Employees and the State of California: Upon the Effective Date, Plaintiff, all Aggrieved Employees, and the State of California fully release and forever discharge all of the Released Claims against Jazmine Ag, Jasmine, and all of the other Released Parties. Upon the Effective Date, Plaintiff, all Aggrieved Employees, and the State of California will be forever barred from pursuing against Jazmine Ag, Jasmine, and/or any of the other Released Other Parties any and all Released Claims during the Settlement Period.

35. No Credit Toward Benefit Plans: Payments to Aggrieved Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

36. No Prior Assignments: The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,

or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

37. Nullification of Settlement Agreement: Notwithstanding the above, in the event that if, despite the best efforts and cooperation of the Parties as required under this Agreement: (i) the Court does not approve the Settlement as provided herein; (ii) the Court will not approve any material condition of this Agreement or effects a fundamental change of the Parties' Settlement; (iii) the Agreement is canceled, rescinded, terminated, voided, or nullified, in whole or in part, however that may occur, or the Settlement is barred by operation of law, or invalidated, or ordered not to be carried out by a court of competent jurisdiction; or (iv) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions, and Defendants will cease to have any obligation to pay any portion of the Maximum Settlement Amount to Plaintiff, the Aggrieved Employees, PAGA Counsel, the Administrator, the LWDA, and/or anyone under the terms of this Agreement, and all previous disbursements from the Maximum Settlement Amount will immediately be paid back to Defendants by the person(s) and/or entity(ies) who received such disbursement.

38. Continued Jurisdiction: The Parties agree that, upon approval by the Court, this Settlement shall be enforceable by the Court, and the Court shall retain continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement; (ii) Settlement administration matters; and (iii) such post-Court approval matters as may be appropriate under court rules or as set forth in this Settlement. The Parties intend for this Agreement to be enforceable pursuant to Code of Civil Procedure section 664.6.

39. Integration: With the exception of the *Confidential Settlement Agreement and General Release* that both Plaintiff and Defendants contemporaneously with this Agreement, this Agreement is intended by the Parties to be a fully integrated document in as much as the terms of this Agreement are the complete, exclusive and final embodiment of the Parties' intent and may be modified only in a written document signed by all the Parties. With the exception of the *Confidential Settlement Agreement and General Release* that both Plaintiff and Defendants contemporaneously with this Agreement, this

Agreement sets forth the entire Settlement Agreement between the Parties hereto and fully supersedes any and all prior agreements or understandings, written or oral, between the Parties hereto pertaining to the subject matter hereof, excluding the *Confidential Settlement Agreement and General Release* that both Plaintiff and Defendants contemporaneously with this Agreement.

40. Amendment or Modification: This Settlement Agreement may be amended or modified only by a written instrument, signed by either all of the Parties or their successors-in-interest.

41. Authorization to Enter Into Settlement Agreement: The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and bind the Parties hereto to the terms and conditions hereof.

42. Mutual Full Cooperation: The Parties agree to cooperate fully with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

43. 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, as previously defined.

44. California Law Governs: This Settlement Agreement, all terms of this Settlement Agreement and Exhibits hereto will in all respects be interpreted, enforced and governed by and according to the laws of the State of California.

45. Execution and Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original document and all of which, when taken together, shall constitute one and the same agreement. The counterparts may be signed and/or transmitted electronically (as PDF or DocuSign files) or by facsimile. PDF and facsimile copies may be used as originals.

46. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the PAGA Lawsuit and have arrived at this Settlement after arm's-length negotiations. The Parties further acknowledge they are

represented by competent counsel and they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

47. Invalidity of Any Provision: Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

48. Captions: The captions, headings, titles, and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement. No provision of this Agreement is to be construed by reference to the title, caption or heading of any section or paragraph of this Agreement.

49. Waiver: No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

50. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement and acknowledge and agree that this Agreement was mutually drafted. Accordingly, this Settlement Agreement shall not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

51. Representation By Counsel: The Parties acknowledge that they are and have been represented by competent counsel during the PAGA Lawsuit and throughout all negotiations that preceded the execution of this Settlement Agreement, and that they have reviewed this Settlement Agreement in full, and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

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

53. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms.

54. Denial of Liability: The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession by Defendants or any of the other Released Parties of any of the matters alleged in the PAGA Lawsuit; of any violation by any of them of any federal, state or local law, ordinance or regulation; of any violation of any policy or procedure; nor of any liability or wrongdoing whatsoever. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this PAGA Lawsuit, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Agreement may be used in any proceeding in the Court that has as its sole purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

55. Severability: Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

56. Interim Stay of Proceedings: The Parties agree to stay and hold all proceedings in the PAGA Lawsuit in abeyance, except such proceedings necessary to implement and complete the Settlement.

[Signatures on Next Page]

Dated: 01 / 21 / 2022

Plaintiff Laura Villegas Ramirez

By: Laura Villegas R.
LAURA VILLEGAS RAMIREZ

Dated: _____

Defendant Jazmine Ag Labor Services, Inc.

By: _____
JASMINE QUINTANILLA
Its: Chief Executive Officer

Dated: _____

Defendant Jasmine Quintanilla

By: _____
JASMINE QUINTANILLA

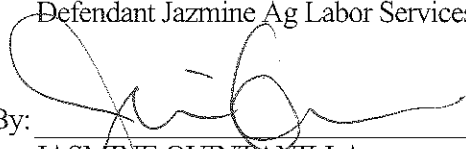
Dated: 01 / 21 / 2022

Plaintiff Laura Villegas Ramirez

By: 
LAURA VILLEGAS RAMIREZ

Dated: February 1, 2022

Defendant Jazmine Ag Labor Services, Inc.

By: 
JASMINE QUINTANILLA
Its: Chief Executive Officer

Dated: February 1, 2022

Defendant Jasmine Quintanilla

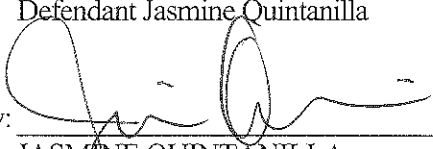
By: 
JASMINE QUINTANILLA

EXHIBIT “A”

<<DATE>>

<<FIRST NAME>> <<LAST NAME>>
<<ADDRESS>>

Re: Payment From Private Attorneys General Act Action, *Villegas Ramirez v. Jazmine AG Labor Services, Inc., et al.* (K.C.S.C. Case No. BCV-20-102317)

Dear <<FIRST NAME>> <<LAST NAME>>:

The lawsuit entitled *State of California ex rel. Laura Villegas Ramirez v. Jazmine Ag Labor Services, Inc., et al.*, was filed on September 29, 2020 with the California Superior Court for Kern County as Case No. BCV-20-102317-TSC (the “Action”) under the California Private Attorneys General Act of 2004, California Labor Code section 2698 et seq. (“PAGA”) by a former employee of Jazmine Ag Labor Services, Inc. on behalf of the State of California for all persons who worked for Jazmine Ag Labor Services, Inc. or Jasmine Quintanilla (collectively, “Jazmine Ag”) as a non-exempt employee in the State of California from July 11, 2019 to _____ [EFFECTIVE DATE] (collectively, “Alleged Aggrieved Employees”). You have been identified as an individual on whose behalf the case was brought. The Action alleges that Jazmine Ag owes penalties under PAGA for alleged violations of the California Labor Code. Jazmine Ag denies all liability, and all of the allegations in the Action, and has raised various defenses to the claims asserted in the Action. Jazmine Ag contends that it has complied at all times with California law.

The Court has not ruled on the merits of the Action, but on _____, the Court issued an order approving the settlement of the claims pursuant to the PAGA that the parties reached. The Settlement is not an admission of any wrongdoing by Jazmine Ag nor an indication that any laws were violated, and in agreeing to this settlement, Jazmine Ag is not admitting that it is liable in any way to any of its current or former employees.

Pursuant to the Court’s Order, a payment of \$30,000 was approved to settle the claims in the Action. By law, a portion of the settlement amount goes to the State of California. Another portion of the settlement amount goes to the Alleged Aggrieved Employees. After accounting for the attorneys’ fees of Plaintiff’s Counsel of \$10,000, the reimbursement of litigation costs of \$2,500, and administration expenses to the settlement administrator of \$7,500, the remaining sum of \$10,000 (“PAGA Penalties Fund”) will be divided as follows in accordance with California law: \$7,500 (75% of the PAGA Fund) will be paid to the State of California Labor Workforce Development Agency, and the remaining \$2,500 (25% of the PAGA Fund) will be paid to the Aggrieved Employees in equal shares (“Gross PAGA Settlement”).

Enclosed is a check that represents your share of the Gross PAGA Settlement.

This settlement fully releases and forever discharges Jazmine Ag and the other Released Parties from any and all claims for civil penalties under PAGA that were actually alleged or that could have been alleged in Action, arising out of or in any way relating to Plaintiff’s and/or the

Aggrieved Employees' employment with any of the Released Parties, or based on the facts alleged or that could have been alleged in the Action or in the Complaint in the Action, and including, but not limited to: (a) Penalties pursuant to California Labor Code Sections 201, 201.3, 201.5, 201.9, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 210, 221, 226, 226.3, 226.7, 512, 558, 1140.4, 1174, 1194.2, 1197, 1197.1, 1197.5, 1198, 1182.12, 1682, 2260, 2698, 2699, and/or 2699.3, *et seq.*; the applicable Industrial Wage Order(s); Cal. Code Regs., tit. 8, sec. 3457; and California Business and Professions Code; (b) claims for attorney's fees and costs incurred in the prosecution of or in connection with the Action; (c) any other remedies, penalties, or interest available under the PAGA based on, arising out of, or related to the employment of Plaintiff and/or any of the Aggrieved Employees with any of the Released Parties, the facts alleged or that could have been alleged in the Complaint and/or the Action and/or the PAGA Notice (collectively, "Released Claims"). This release applies to the period of time between July 11, 2019 and _____ [EFFECTIVE DATE]. The term "Released Parties" means Jazmine Ag, Jasmine Quintanilla, and their respective parents, subsidiaries, affiliates, including Quintanilla Ag, Inc. and HJQ Ag Inc., and attorneys, and all of their respective employees, agents, trustees, administrators, fiduciaries, beneficiaries, partners, representatives, accountants, auditors, consultants, attorneys, insurers, reinsurers, successors and predecessors in interest, officers, directors, legal representatives, attorneys, and/or any other entity or individual which could be liable for the acts or omissions of Defendant in relation to the Released Claims.

The enclosed check is valid for 120 days from the date of issuance. It is strongly recommended that you cash or deposit this check as soon as possible following receipt. Funds attributable to any uncashed checks after 120 days will be sent to the State of California, Controller's Office, Unclaimed Property Division for further handling.

If you have further questions about this settlement, please contact _____
[ADMINISTRATOR] at _____.

Sincerely,

[NAME AND TITLE OF SIGNATORY]