

PAGA REPRESENTATIVE ACTION SETTLEMENT AND RELEASE AGREEMENT

This PAGA Representative Action Settlement and Release Agreement (“Agreement”) encompasses the claims asserted in *Jose Aguilera v. Wm. Bolthouse Farms, Inc.*, Kern County Superior Court Case No. BCV-21-100160 (the “Action”). This Agreement is made and entered into between Plaintiff Jose Aguilera (“Plaintiff”), individually and as an authorized proxy for the State of California and the Labor and Workforce Development Agency (“LWDA”), and Wm. Bolthouse Farms, Inc. (“Defendant”) (collectively with Plaintiff, the “Parties”).

I. DEFINITIONS

The following terms, when used in this Agreement, shall have the following meanings:

1. “Action” means *Jose Aguilera v. Wm. Bolthouse Farms, Inc.*, Kern County Superior Court Case No. BCV-21-100160.
2. “Approval Date” means the date the Court enters the Approval Order.
3. “Approval Order” means the Court’s order approving this Agreement.
4. “Court” means the Superior Court of the State of California, Kern County.
5. “Defendant’s Counsel” means Morgan, Lewis and Bockius LLP.
6. “Effective Date” means the latest of: (i) the Approval Date if no objection is made or filed to the Settlement and the Court issues the Approval Order; (ii) if an objection is made or filed and the Court nevertheless issues the Approval Order, but no appeal is filed, the expiration of the deadline for any appeals; and (iii) if an objection is made or filed and the Court nevertheless issues the Approval Order, and an appeal is filed, the date that an appeal is finally concluded resulting in a court order approving this Settlement.
7. “Eligible Work Week(s)” means any Work Week during the PAGA Period in which an individual worked in California for Defendant and received for that Work Week (i) an Essential Pay Bonus and (ii) overtime pay, meal or rest period premium pay, and/or reporting time pay.
8. “Essential Pay Bonus” means the weekly bonus payments Bolthouse provided certain front-line employees at its Bakersfield operations during the period from April 3, 2020

through March 5, 2021, as referenced in Defendant's March 25, 2020 communication to employees, and referred to as "essential pay" in the operative Complaint.

9. "Funding Date" means the date forty-five (45) calendar days after the Effective Date or the next available business day if the Funding Date falls on a weekend or holiday.

10. "Gross Settlement Amount" means the total maximum amount that Defendant will be required to pay under this Agreement, which, is the gross sum of One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00). The Gross Settlement Amount will pay Administration Costs, Attorneys' Fees and Costs approved by the Court, and the PAGA Payment. The Gross Settlement Amount shall be "all in" with no reversion to Defendant.

11. "Individual PAGA Payment" means the proportional pro rata share to be paid to each of the PAGA Settlement Employees from the 25% of the PAGA Payment attributable to civil penalties that are paid to PAGA Settlement Employees under Labor Code section 2699, with such individual shares to be based on the number of Eligible Work Weeks during which a PAGA Settlement Employee worked during the PAGA Period as a percentage of the total number of Eligible Work Weeks. The Settlement Administrator will issue IRS Form 1099s to PAGA Settlement Employees for their Individual PAGA Payments.

12. "Judgment" means the judgment to be executed and entered by the Court pursuant to this Agreement following entry of the Approval Order.

13. "LWDA" means the California Labor and Workforce Development Agency.

14. "LWDA Letter" means the Plaintiff's letter to the LWDA dated January 25, 2021.

15. "PAGA" means the Private Attorneys General Act, California Labor Code sections 2698 *et seq.*

16. "PAGA Claims" means any and all individual and representative PAGA claims for civil penalties, associated attorney's fees or costs, and any other applicable relief available under PAGA based on Labor Code violations that are alleged or that could have been reasonably alleged based on the facts and theories asserted in the Action or LWDA Letter, including claims

based on alleged violations and recoverable penalties under Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, and 1182.12.

17. “PAGA Payment” means the amount remaining to distribute to the LWDA and PAGA Settlement Employees after the following amounts, if approved by the Court, are subtracted from the Gross Settlement Amount: (a) Attorneys’ Fees up to 33% of the Gross Settlement (or \$400,000.00), (b) Plaintiff Costs up to \$15,000, (c) PAGA Representative Service Award not to exceed \$10,000, and (d) Administration Costs in the amount estimated to be \$ 15,000. The entirety of the PAGA Payment shall be allocated to civil penalties under Labor Code section 2699, with 75% of the PAGA Payment going to the LWDA and 25% going to the Individual PAGA Payments as required by Labor Code section 2699(i).

18. “PAGA Period” means April 3, 2020 through March 5, 2021.

19. “PAGA Representative Service Award” means the service award that named Plaintiff may ask the court to grant in recognition for his efforts in successfully prosecuting this case.

20. “PAGA Settlement Employees” means all current and former non-exempt employees who worked at least one Eligible Work Week during the PAGA Period.

21. “Released PAGA Claims” means the release of the PAGA Claims that Plaintiff and the PAGA Settlement Employees release and forever discharge Defendant and the Released Parties from if the Court enters the Approval Order.

22. “Plaintiff’s Counsel” means Nicholas & Tomasevic, LLP.

23. “Qualified Settlement Fund” or “QSF” refer to a Qualified Settlement Fund pursuant to U.S. Treasury Regulation Section 468B-1.

24. “Released Parties” means Wm Bolthouse Farms, Inc., including past, present, and future divisions, affiliates, parents, subsidiaries, predecessors, successors, predecessors, joint employers, heirs, assigns, shareholders, members, owners, officers, directors, managers, employees, agents, principals, trustees, attorneys, accountants, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, insurers and privies.

25. “Settlement Administrator” means Rust Consulting, an Exela Technologies Brand.

26. “Work Week” means Bolthouse’s applicable weekly pay period, i.e., Monday through Sunday.

II. SETTLEMENT OF DISPUTED CLAIMS

This Agreement and all associated exhibit(s) and attachment(s) are made for the purpose of settling the PAGA Claims, as described herein, and the Action. This Agreement and the settlement it evidences are made in compromise of disputed claims. Because the Action is being settled under PAGA, the Court “shall review and approve any settlement of any civil action filed pursuant to [Labor Code §§ 2698 et seq.].” Cal. Lab. Code § 2699(l)(2). Accordingly, the Parties enter into this Agreement and associated settlement on a conditional basis. If the Court does not enter the Approval Order and Judgment and/or the Approval Date does not occur, this Agreement shall be deemed null and void *ab initio*, it shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiation of the Agreement shall remain subject to the provisions of California Evidence Code section 1152 and any other analogous rules of evidence that are applicable. In the event this Agreement is deemed null and void or the Effective Date does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge Plaintiff’s PAGA Claims and Plaintiff’s allegations in the Action and LWDA Letter upon all procedural, merit, and factual grounds, including, without limitation, the ability to appeal any interlocutory order or final judgment by the Court, including as to the Court’s ruling on Plaintiff’s Motion for Summary Judgment and/or the amount of PAGA penalties and related relief (including attorneys’ fees) that may be awarded in the absence of a settlement.

Because this is not a settlement of a class action but a PAGA settlement on behalf of the State of California, no person can opt out from being covered by the Settlement including the release of Released PAGA Claims at any time.

III. RECITALS

1. Plaintiff worked for Defendant as non-exempt employee at Defendant's facility in Bakersfield, Kern County, California during part of the PAGA Period.

2. On January 25, 2021, Plaintiff sent a letter to the LWDA notifying it and Defendant that Plaintiff intended to pursue claims against Defendant under PAGA for alleged violations of Labor Code sections 201-204, 226, 226.7, 510, 512, 1194, 1194.2, 1197, and 1182.12. The alleged violations were primarily premised upon the theory that Defendant was legally required to include the Essential Pay Bonus in calculating the regular rate of pay used for purposes of compensating non-exempt employees.

3. On January 25, 2021, Plaintiff filed a Class Action Complaint against Defendant based on the same Essential Pay Bonus theory, alleging (1) failure to properly pay overtime wages, (2) failure to properly pay reporting time wages, (3) failure to properly pay meal and rest period premiums, (4) failure to provide accurate wage statements, (5) failure to timely pay wages, and (6) violation of the UCL. On April 19, 2021, Plaintiff amended his Complaint to add a representative claim under PAGA for various alleged Labor Code violations based on the same Essential Pay Bonus theory.

4. On June 3, 2021, Plaintiff dismissed without prejudice his individual and class claims, leaving only his representative PAGA claim. That same day, Plaintiff submitted a demand for arbitration of his individual non-PAGA claims to the American Arbitration Association. The parties later confidentially settled Plaintiff's individual non-PAGA claims and Plaintiff's PAGA claims were carved out of the release.

5. On February 16, 2022, Plaintiff filed a Motion for Summary Judgment and/or Summary Adjudication as to his PAGA claims. On August 2, 2022, the Court granted Plaintiff's Summary Adjudication Motion as to the issue of liability and set a briefing schedule for purposes of determining penalties and reductions, if any. After Plaintiff filed his initial brief, the parties engaged in ongoing arms-length negotiations and subsequently reached a settlement embodied in this Agreement, to avoid the risks, uncertainty, costs, and delays associated with litigating the

penalties phase and any potential appeal of the Court's summary adjudication order.

6. As part of formal discovery in the Action, Defendant produced extensive documents and information to Plaintiff, including pay data, policy documents, information concerning the total number of alleged aggrieved employees during the PAGA Period, and information on the number of Work Weeks at issue based on Plaintiff's theories. This discovery enabled Plaintiff and Plaintiff's Counsel to rigorously evaluate the strengths and risks of the case and perform an analysis of the potential civil penalties arising from the claims made in the Action.

7. Defendant denies all allegations in the Action and denies that it has committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind as to the PAGA Settlement Employees.

8. The Parties understand, acknowledge, and agree that this Agreement constitutes a compromise of Plaintiff's PAGA Claims, and that it is the desire and intention of the Parties to affect a final and complete resolution of the PAGA Claims.

9. The Parties believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the PAGA Claims, and have arrived at the Settlement after extensive, arms-length negotiations taking into account all relevant factors, including the strengths of Plaintiff's claims, the strengths of Defendant's defenses, the risk that the Court would significantly reduce any penalties that could be awarded under Labor Code section 2699(e)(2), and Defendant's potential appeal of the Court's summary adjudication order or either Party's potential appeal of other future orders.

10. California Labor Code section 2699(1) (2) requires Court approval of "any settlement of any civil action filed" pursuant to PAGA.

11. Plaintiff and Plaintiff's Counsel represent that they are not aware of and have no knowledge of any liens filed or placed on the Action by any person.

IV. OPERATIVE TERMS OF AGREEMENT

The Parties agree as follows:

1. Non-Admission and Denial of Liability. Nothing in this Agreement shall be construed to be an admission by Defendant of any liability or wrongdoing as to Plaintiff, the PAGA Settlement Employees, or any other person. Defendant specifically disclaims and denies any such liability or wrongdoing alleged in the Action. Defendant maintains that Plaintiff's PAGA Claims, and all other allegations are without merit. The Parties have entered into this Agreement to avoid further disputes and litigation with the attendant inconvenience, nuisance, expenses, and risks. This Agreement and any related court documents are not and may not be cited or admitted as evidence of liability or wrongdoing by Defendant. Notwithstanding the foregoing, nothing in this Agreement shall limit Defendant's use of the Approval Order or Judgment to establish res judicata and/or collateral estoppel in any other action.

2. Gross Settlement Amount. In consideration for the covenants, promises, waivers, and releases contained in this Agreement, and subject to Court approval, Defendant shall pay the Gross Settlement Amount to fully settle, resolve, and extinguish the Released PAGA Claims and the Action to the fullest extent permitted by law. Defendant will not pay more than the Gross Settlement Amount, which is an "all in" amount that includes, without limitation, all settlement administration costs, all attorneys' fees and costs, and all PAGA penalties.

3. Deposit of Gross Settlement Amount. Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator by the Funding Date.

4. Components of the Gross Settlement Amount. The Parties agree to the following allocations to be paid from the Gross Settlement Amount:

a. Attorneys' Fees and Costs. Defendant will not oppose Plaintiff's Counsel's request for attorneys' fees not to exceed thirty-three percent (33%) of the Gross Settlement Amount (or \$400,000), and for costs not to exceed \$15,000 incurred in prosecuting the Action. If the Court awards a lower amount in attorneys' fees and/or costs than requested by Plaintiff's Counsel, the difference will be added to the PAGA Payment. This payment will be reported on an IRS Form 1099 issued to Plaintiff's Counsel by the Settlement Administrator. Except as set forth herein, each Party shall bear their own costs and fees in the Action.

b. Administration Costs. The Settlement Administration Costs are currently estimated to be \$ 15,000. In the event the Court approves a payment to the Settlement Administrator of less or more than this amount, the difference will be added to or subtracted from the PAGA Payment.

c. PAGA Representative Service Award: The award Plaintiff may request from the court as recognition for his services in initiating and maintaining this PAGA action, not to exceed \$10,000.

d. PAGA Payment: The PAGA Payment shall be paid to the LWDA and PAGA Settlement Employees in settlement of the Released PAGA Claims (as defined below). The PAGA Payment will be subject to Court approval consistent with Labor Code section 2699. The PAGA Payment shall be distributed as follows:

- i. The LWDA shall receive 75% of the PAGA Payment; and
- ii. The PAGA Settlement Employees shall receive 25% of the PAGA Payment, which shall be allocated pursuant to the method identified in Paragraph IV.2 below.

5. Release.

a. Release by Plaintiff on Behalf of the LWDA. In his capacity as a private attorney general “aggrieved employees” acting on behalf of themselves and as a proxies or agents of the LWDA and State of California, Plaintiff agrees to release Defendant and the Released Parties, from any and all Released PAGA Claims, and agrees not to object to the settlement when presented to the Court for approval. Upon approval of this Agreement, Plaintiff, the LWDA, the State of California, and any other alleged aggrieved employee or other person acting or purporting to act on behalf of or as a proxy of the LWDA and/or the State shall be barred from asserting any of the Released PAGA Claims in any pending or future litigation, arbitration, or other court or administrative proceeding. Any party to this Agreement may use the Agreement to assert that this Agreement and the Judgment to be entered by the Court following approval of this Agreement bars or limits any action or proceeding asserting or

seeking to assert any of the Released PAGA Claims against any of the Released Parties. The provisions of this paragraph apply regardless of whether Plaintiff and/or any other PAGA Settlement Employees cash their Individual PAGA Payment checks.

b. Release as to PAGA Settlement Employees. For and in consideration of the mutual promises and consideration set forth in this Agreement, and consistent with PAGA precedent, the Parties agree that any Judgment entered by the Court in approving the Settlement will be binding on the PAGA Settlement Employees and will discharge the Released Parties from any and all Released PAGA Claims by PAGA Settlement Employees, as defined herein.

6. Covenants and Representations by Plaintiff.

a. Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be the subject of this Agreement.

b. Plaintiff acknowledges that he has read the Agreement and enters into this Agreement freely and voluntarily. Plaintiff further acknowledges that he has had the opportunity to consult with his attorneys about the terms of the Agreement and the consequences of signing the Agreement.

7. No Press. Neither Plaintiff nor Plaintiff's Counsel shall issue any press release or announcement of any kind related in any way to the settlement of the Action. Plaintiff and Plaintiff's Counsel agree that, prior to filing the motion for approval of the Agreement, they will keep the terms of the Agreement confidential except for purposes of communication with Plaintiff only. Plaintiff understands that the Agreement is confidential and shall keep the Agreement confidential. After the Approval Date, Plaintiff and Plaintiff's Counsel may: (1) as required by law, (2) as required under the terms of the Agreement, or (3) as required under Plaintiff's Counsel's duties and responsibilities as counsel for the PAGA Settlement Employees, comment regarding the specific terms of the Agreement. In all other cases, Plaintiff and Plaintiff's Counsel agree to limit their statements regarding the terms of the Agreement, whether oral, written, or electronic, to say the Action has been resolved and that Plaintiff and Plaintiff's

Counsel are satisfied with the terms of the Agreement, except that Plaintiff's Counsel is expressly permitted to reference the public terms of the Action and the Agreement on their CVs or otherwise in connection with their credentials. Nothing in this paragraph is intended to interfere with Plaintiff's Counsel's duties and obligations to faithfully discharge their duties as counsel for the PAGA Settlement Employees, including but not limited to, communicating with PAGA Settlement Employees regarding the Agreement, and nothing shall prohibit Plaintiff's Counsel from referring to the settlement in adequacy of counsel declarations or related court filings. The Parties agree that this Paragraph is a material inducement to entering into this Agreement. Nothing in this Agreement shall limit Plaintiff's right to communicate with his spouse, legal counsel, personal certified accountant, financial adviser, or any other financial consultant, or as required or compelled by legal authority before or after the motion for approval is filed with the Court.

8. Court Approval. The Parties stipulate that this Court is the proper forum for purposes of seeking court approval of the settlement of Plaintiff's PAGA Claims. Subject to Defendant's review and approval prior to filing, Plaintiff's Counsel shall be responsible for preparing and filing a motion for approval of the Agreement pursuant to California Labor Code § 2699(1)(2), which will set forth why the terms of the settlement are fair, adequate, and reasonable. Plaintiff will concurrently submit the proposed settlement to the LWDA as required by Labor Code Section 2699(1)(2). Defendant shall not oppose such a motion provided that it is consistent with the terms of this Agreement. Plaintiff's Counsel will provide Defendant's counsel with a draft of said motion at least seven (7) court days prior to filing with the Court in order to provide Defendant with an opportunity to comment on and propose revisions to the motion before it is filed. Counsel for the parties will jointly prepare and submit a proposed Approval Order granting the motion, which will include a Proposed Judgment consistent with the terms of this Agreement and settlement. The proposed Approval Order and Judgment will include a dismissal of Plaintiff's individual and non-individual representative PAGA claims with prejudice. That Approval Order and Judgment will include a statement that the Court is retaining

jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement. The Parties agree to undertake any reasonable efforts necessary for the Court to enter Judgment.

9. LWDA Notice. Plaintiff shall serve the LWDA with the motion referenced above when Plaintiff files the motion with the Court. Within ten (10) calendar days of the date the Court enters the Judgment, Plaintiff shall also submit a copy of the Judgment to the LWDA consistent with Labor Code section 2699(1)(3).

10. Non-Approval of Agreement. Because settlement of the Action requires Court approval pursuant to Labor Code section 2699(1)(2), the Agreement is conditional and contingent upon approval and entry of Judgment. If the Court does not approve this Agreement, or if appellate review is sought and on such review the Court's decision is materially modified or reversed, then each of the Parties by and through Counsel, will cooperate with each other in good faith and use their best efforts to seek to reach agreement to revise the affected term(s) of the Agreement in order to obtain approval. A reduction by the Court or on appeal as to the amount of Attorneys' Fees and Costs is still considered approval of this Agreement and does not provide a basis for terminating this Agreement. If the Court ultimately denies approval of the Agreement, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, shall not be referred to or used for any purpose whatsoever, and the Parties shall be deemed to have reverted to their respective status as of the date and time prior to the execution of the Agreement.

V. ADMINISTRATION OF SETTLEMENT

1. Settlement Administrator. The Settlement Administrator's duties shall include the following: update addresses for PAGA Settlement Employees via the USPS National Change of Address database and perform a skip tracing process to determine the most recent address prior to distribution of the Gross Settlement Amount; determine Individual PAGA Payment amounts for each PAGA Settlement Employee; distribute Individual PAGA Payments to PAGA Settlement Employees; re-mail undeliverable Individual PAGA Payment checks; distribute

payments for Attorneys' Fees and Costs to Plaintiff's Counsel; make payment to the LWDA for its 75% share of the PAGA Payment; perform related tax, accounting, and administration services, including, but not limited to, issuing IRS Form 1099s, if required, to PAGA Settlement Employees for their Individual PAGA Payments, and to Plaintiff's Counsel for their Court approved attorneys' fees and costs; deposit funds from undeliverable or uncashed settlement checks with the California State Controller to be deposited in the Unclaimed Property Fund; provide status reports as appropriate, among other administrative duties; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

2. Individual PAGA Payments. The Settlement Administrator will pay PAGA Settlement Employees 25% of the PAGA Payment as their portion of the recovery of civil penalties under PAGA. Each PAGA Settlement Employee's Individual PAGA Payment will be calculated and apportioned based on the number of Eligible Work Weeks PAGA Settlement Employees worked during the PAGA Period. Specific calculations of Individual PAGA Payments will be made as follows:

a. Based on its records, Defendant will calculate and provide to the Settlement Administrator the total number of Eligible Work Weeks worked by each PAGA Settlement Employee during the PAGA Period and the aggregate total number of Eligible Work Weeks worked by all PAGA Settlement Employees during the PAGA Period.

b. The Settlement Administrator will use the following formula: 25% of the PAGA Payment will be divided by the aggregate total number of Eligible Work Weeks, resulting in the "Work Week Value." Each PAGA Settlement Employee's Individual PAGA Payment will be calculated by multiplying each PAGA Settlement Employee's total number of Eligible Work Weeks by the Work Week Value.

3. PAGA Settlement Employee Information. Defendant will provide the necessary available information from its centralized records about the PAGA Settlement Employees (i.e.,

full name, last known address, social security number, and number of Eligible Work Weeks worked during the PAGA Period) to the Settlement Administrator within twenty-one (21) calendar days of the Approval Date. This information shall be treated as and remain confidential by the Settlement Administrator and shall be used solely to manage the notice and payment process described herein, shall not be disclosed to Plaintiff's Counsel, or to anyone other than the necessary staff of the Settlement Administrator, except as needed to effectuate the settlement, including to resolve any dispute over the eligibility for or amount of a PAGA Settlement Employee's Individual PAGA Payment.

4. Distribution of Gross Settlement Amount.

a. Because this is a PAGA settlement and not a class action settlement, and because there is no claims procedure and no ability to "opt out," there will be no prior notice to the PAGA Settlement Employees advising them of the PAGA settlement or any procedure by which the PAGA Settlement Employees must submit claims in order to receive a settlement payment. Within fifteen (15) calendar days after receipt of the Gross Settlement Amount from Defendant, the Settlement Administrator will issue to each PAGA Settlement Employee at their last known address a check for their Individual PAGA Payment, along with an explanatory notice substantially in the same form as Exhibit A, attached. The Parties have agreed on the form of Exhibit A, which is incorporated herein by reference). Checks will remain negotiable for one hundred eighty (180) calendar 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 PAGA Settlement Employee involved and will then perform a single re-mailing. Funds in the amount of all settlement checks remaining uncashed for more than 90 calendar days after issuance shall be sent by the Settlement Administrator to Refugee Net for the benefit of child services, a cy pres charitable organization. A PAGA Settlement Employee's failure to claim or deposit any check issued by the Settlement

Administrator shall have no effect on that PAGA Settlement Employee's release of all Released PAGA Claims set forth herein.

b. Within seven (7) calendar days after receipt of the Gross Settlement Amount from Defendant, the Settlement Administrator will pay from the Gross Settlement Amount to the LWDA the amount allocated to the LWDA and will pay to Plaintiff's Counsel the Attorneys' Fees and Costs as approved by the Court. Plaintiff's Counsel shall transmit instructions to the Settlement Administrator as to how any approved attorneys' fees and costs shall be paid. Plaintiff's Counsel may, at their option, elect to have all or part of the Attorneys' Fees and Costs allocated to a third-party structure/QSF. The Settlement Administrator shall use the Administration Costs to pay for any fees and costs associated with the administration of this settlement and distribution of the Gross Settlement Amount.

c. In the event that either Defendant's Counsel or Plaintiff's Counsel takes the position that the Settlement Administrator is not acting in accordance with the terms of the Agreement, such party shall meet and confer first with opposing counsel and/or, if necessary, with the Settlement Administrator or the Court to attempt to resolve the issue.

d. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff, the PAGA Settlement Employees, Plaintiff's Counsel, or the Settlement Administrator based on mailings, distributions, and payments made in accordance with this Agreement.

5. Accounting. The Settlement Administrator will provide an accounting under oath to the Parties of the attorneys' fees and litigation costs paid to Plaintiff's Counsel, the administration costs the Settlement Administrator is paying to itself, the amount paid to the LWDA, and the total cumulative amount paid to PAGA Settlement Employees.

6. No Tax Representations. The Parties agree that all tax obligations, if any, which may arise from the payments set forth above shall be the sole obligation of Plaintiff and/or PAGA Settlement Employees. Because the Individual PAGA Payments are a payment in compromise and settlement of claims for alleged civil penalties, one hundred percent (100%) of each Individual PAGA Payment will be considered non-wage income, not subject to any

withholdings or deductions. The Settlement Administrator shall be responsible, to the extent necessary based on the amount of a payment, for all tax reporting and documentation related to Individual PAGA Payments, as well as all other payments made under the Agreement. Plaintiff acknowledges that Defendant makes no representations or warranties with respect to any tax consequences or characterization of the nature of any payment under this Agreement. Plaintiff and Plaintiff's Counsel each agree to hold Defendant harmless from and against any damage or penalty incurred by Defendant as a result of any taxing authority assessing any tax or penalty upon Defendant as a consequence of any tax being due and unpaid on each of their portions of the settlement. This hold harmless position does not apply for any damages or penalties caused as a result of Defendant's failure to perform its own tax obligations.

7. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or advisor to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

VI. MISCELLANEOUS PROVISIONS

1. Drafting. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Agreement for purposes of having terms construed against that Party.

2. Successors. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and her/its respective heirs, trustees, executors, administrators, successors, and assigns.

3. Costs and Fees. The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with this Agreement and in connection with the Action, except as otherwise set forth specifically herein.

4. Authority. Defendant represents and warrants that the undersigned has the authority to act on behalf of Defendant and to bind Defendant to the terms of this Agreement. Plaintiff represent and warrant that he has the capacity to act on his own behalf and on behalf of all who might claim through them to bind them to the terms and conditions of this Agreement, including each and every PAGA Settlement Employee (which includes any legal heirs and/or successors-in-interest of each and every PAGA Settlement Employee) and the LWDA.

5. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. The Court shall retain jurisdiction solely with respect to the interpretation, implementation, and enforcement of the terms of this settlement, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith. In the event either party is reasonably required to seek to enforce any of the terms of this Agreement, the prevailing party shall be entitled to attorney's fees and costs.

6. Nullification of Agreement. In the event that the Court does not approve the Agreement and enter Judgment as provided herein, then this Agreement, and any documents

generated to bring it into effect, will be null and void, and the Parties will be returned to their pre-Agreement respective positions.

7. Enforcement Action. In the event that either Party institutes any legal action or other proceeding against the other Party to enforce the provisions of this Agreement or to declare rights and/or obligations under this settlement, the successful Party will be entitled to recover from the unsuccessful Party reasonable attorneys' fees and costs incurred in connection with any enforcement actions.

8. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic, facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

9. Acknowledgments that the Settlement is Fair, Adequate, and Reasonable. The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action. The Parties have arrived at this Agreement after arm's-length negotiations by experienced counsel after lengthy litigation. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement.

10. Invalidity of Any Provision. Before declaring any provision of this 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 find all provisions of this Agreement valid and enforceable.

11. Waiver. No waiver of any condition or covenant contained in this 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.

12. Severability. If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be

performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

13. 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.

14. Cooperation, Execution of Necessary Documents and Disputes. The Parties and their counsel will cooperate with each other in good faith and use their best efforts to effect the implementation of the Agreement and receive approval from the Court. The Court will retain continuing jurisdiction as to the implementation of the Agreement, interpretation of the Agreement, the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement.

15. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this 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. The Parties further agree that, as of the Approval Date, Plaintiff, all other PAGA Settlement Employees, the LWDA, and Defendant shall be bound by this Agreement as to the Action.

16. Arbitration. This Agreement shall not affect the validity of any arbitration agreements and/or release agreements applicable to Plaintiff or any PAGA Settlement Employee. Defendant reserves the ability to enforce arbitration agreements in any other action as to any arbitrable claims of PAGA Settlement Employees subject to an enforceable arbitration agreement, or in this action should settlement not be finally approved as to any arbitrable claims of PAGA Settlement Employees subject to an enforceable arbitration agreement. Nothing in this

Agreement shall prevent or prohibit any PAGA Settlement Employees from asserting any defenses or challenge to any purported arbitration agreements and/or release agreements.

17. Waiver of Right to Appeal. Provided that the Judgment is consistent with the terms and conditions of the Agreement, Plaintiff and Defendant hereby waive any and all rights to appeal in connection with the Judgment, with the exception that Plaintiff and/or Plaintiff's Counsel may appeal any order denying or reducing their requested Attorneys' Fees and Costs.

18. Complete Agreement. The Parties each acknowledge and represent that no promise or representation not contained in this Agreement has been made to them and acknowledge and represent that this Agreement contains the entire understanding between them and constrains all terms and conditions pertaining to the compromise and settlement of the claims. This Agreement cannot be amended or modified except by a writing signed by the Parties hereto or their successors-in-interest.

IN WITNESS WHEREOF, the Parties each acknowledge that they have read the foregoing PAGA Representative Action Settlement and Release Agreement, accept and agree to the provisions contained in this Agreement and hereby execute it voluntarily and with full understanding of its consequences.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Dated: Nov 9, 2022

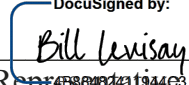
JOSE AGUILERA

BY 
Jose Aguilera (Nov 9, 2022 12:34 PST)

Plaintiff

Dated: November 11/9/2022

WM. BOLTHOUSE FARMS, INC.

BY 
DocuSigned by:
Bill Lewisay
Representative for Defendant Wm.
Bolthouse Farms, Inc.

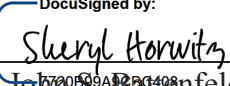
Dated: November 9, 2022

NICHOLAS & TOMASEVIC, LLP

By 
Craig M. Nicholas
Shaun Markley
Jake W. Shulte
Attorneys for Plaintiff Jose Aguilera

Dated: November November 10, 2022

MORGAN, LEWIS & BOCKIUS LLP

BY 
DocuSigned by:
Sheryl Horwitz
John S. Battenfeld
Sheryl K. Horwitz
Sonia A. Vucetic
Attorneys for Defendant Wm. Bolthouse
Farms, Inc.