

**STIPULATION AND AGREEMENT TO SETTLE PRIVATE ATTORNEYS
GENERAL ACT ("PAGA") CLAIMS**

It is stipulated and agreed by and among the undersigned Parties, subject to the review and approval of the Court pursuant to section 2699.3(b)(4) of the California Labor Code, that the Settlement of this action shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Section I or as defined elsewhere in this Stipulation and Agreement to Settle Private Attorneys General Act Claims ("Agreement").

This Agreement is made by and between Armando Barragan Diaz ("Plaintiff" or "Diaz") and the Eligible Employees on the one hand, and A & W Farms, LLC ("A & W") and Willem Veenhoven ("Veenhoven") and its past or present, parent or subsidiary companies, successors, assigns, representatives, agents, members, officers, governors, insurers, shareholders, owners, directors, and employees, whether current or former, in their individual and corporate capacities (collectively referred to herein as "Defendants") on the other hand. Plaintiff and Defendants are collectively referred to in this Agreement as the "Settling Parties" or the "Parties."

The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and conclude by this Agreement, in which Defendants agreed to pay the settlement sum of One Hundred Thousand Dollars (\$100,000.00) (the "Maximum Settlement Sum") upon the terms and conditions of this Agreement and for the consideration set forth herein, including but not limited to a release of claims by Plaintiff as set forth herein.

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

a. "Action" means the following collectively: (1) the Representative Action Complaint under the Private Attorneys General Act filed on April 14, 2021 in the Superior Court of California, Kern County, Case No. BCV-21-100836; and (2) the January 25, 2021 letter presenting claims for civil penalties against Defendants sent to Defendants and the State of California Labor & Workforce Development Agency ("LWDA") on behalf of Plaintiff and comparable "aggrieved employees" under the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* ("PAGA").

b. "Agreement" means this Stipulation and Agreement to Settle all claims as alleged in the Action.

c. "Eligible Employees" means all of the current and former California, hourly paid employees who worked for A & W Farms, LLC and Willem Veenhoven at any time during the Covered Period. As of August 26, 2021, Defendants estimate that there are approximately 24 Eligible Employees during the Covered Period.

d. "Plaintiff's Counsel" means the attorneys for Plaintiff Armando Barragan Diaz, who are Rana Nader (State Bar No. 247182) and Hengameh S. Safaei (State Bar No. 248048) of

the Proxy Law Firm LLP, 10880 Wilshire Boulevard, Suite 1101, Los Angeles, CA 90024, (tel.) (310) 853-8333, (fax) (310) 861-5931.

e. "Covered Period" means the period of January 25, 2020, through the date the Court approves this Settlement.

f. "Court" means the Kern County Superior Court.

g. "Counsel for Defendants" means Ian B. Wieland (State Bar No. 285721) of Sagaser, Watkins, & Wieland, PC, 5260 N. Palm Ave., Suite 400, Fresno, CA 93704, (tel.) (559) 421-7000, (fax) (559) 473-1483.

h. "PAGA Settlement Payments" means the amounts of monies from the PAGA Fund that shall be paid to the Eligible Employees. PAGA Settlement Payments will be each Eligible Employee's share of the PAGA Fund Sum (which share shall be determined by the calculations provided in this Agreement).

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

j. "Maximum Settlement Sum" means One Hundred Thousand Dollars (\$100,000.00) to be paid by Defendants as provided by this Agreement.

k. "Diaz" means plaintiff Armando Barragan Diaz.

l. "PAGA Fund" means the Maximum Settlement of One Hundred Thousand Dollars (\$100,000.00), less all of the following: (1) Plaintiffs' Counsels' attorneys' fees of Thirty-Five Thousand Dollars (\$35,000.00) and costs not to exceed Ten Thousand Dollars (\$0,000.00), (2) Plaintiff's Settlement Payment of Five Thousand (\$5,000.00) (3) Settlement Administrator costs capped at Ten Thousand Dollars (\$10,000.00). The PAGA fund includes monies for the LWDA payment and payment to the Eligible Employees.

m. "PAGA" means the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*

n. "Plaintiff's Settlement Payments" means the amount of Five Thousand Dollars (\$5,000.00), or the amount ultimately awarded by the Court, to be paid to Plaintiff in settlement of his individual and representative claims as set forth herein. Neither Plaintiff nor Plaintiff's Counsel may void or rescind the Agreement if the Court awards less than the amounts requested for Plaintiff's Settlement Payments. Any portion of the Plaintiff's Settlement Payments not ultimately awarded will be added to the PAGA Fund.

o. "Settlement" means the disposition of this action and all related claims effectuated by this Agreement.

p. "PAGA Releasors" means Diaz, the Eligible Employees, and the Labor and Workforce Development Agency.

q. "Date of Finality" means when the Order Approving Settlement (the "Judgment") becomes Final, as defined below.

r. "Final" means: (1) the date of final affirmance of the Judgment on an appeal of the Judgment, the expiration of the time for, or the denial of, a petition to review the Judgment, or if review is granted, the date of final affirmance of the Judgment following review pursuant to that grant, or (2) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment, provided that the Judgment is affirmed and/or not reversed in any part, or (3) if no appeal is filed, the sixty-first (61st) day after the Court enters the Judgment approving this Agreement.

s. "Order Approving Settlement" means the formal court order signed by the Court in accordance with the terms herein, approving this Agreement. The date that the Court signs the "Order Approving Settlement" will be the "Approval Date."

t. "Judgment" means the method by which the Court adopts the terms of the Agreement and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

u. "Settlement Administrator" means Simpluris, Inc.

II. FACTUAL BACKGROUND

a. On January 25, 2021, Plaintiff commenced the Action by his written notice to the LWDA and Defendants on behalf of himself and other alleged aggrieved employees of Defendants. Plaintiff alleged he and other alleged aggrieved employees were not provided all required meal and rest breaks or paid meal and rest break premiums in lieu thereof, were not accurately compensated for all wages, including minimum, regular and overtime wages, were not paid all wages timely throughout employment, were not timely paid all wages due at the time of separation, were not provided accurate itemized wage statements, were not provided with a day of rest, and that Defendants did not maintain accurate records.

b. Defendants dispute all allegations asserted in the Action, or that could have been asserted in the Action.

c. On August 12, 2021 the Parties participated in a private mediation with the Hon. Howard Broadman (ret.), an experienced employment law and PAGA action mediator. Prior to participating in mediation, Defendants provided data to Plaintiff and Plaintiff's counsel so that they could evaluate the potential value of the claims. Thereafter, the Parties engaged in extensive, arms-length negotiations and reached a settlement of the Action in accordance with the terms set forth in this Agreement.

d. The Parties concluded, after taking into account the sharply disputed factual and legal issues involved in the Action, the risks attendant to further prosecution, the discovery and briefing conducted to date, and the substantial benefits received and to be received pursuant to the compromise and settlement of the Action, that settlement on the terms hereinafter set forth is in the best interest of Plaintiff, all of the Eligible Employees, and Defendants.

e. Plaintiff and Plaintiff's Counsel have balanced their evaluation of the validity and strength of the asserted claims against the problems of proof and the legal standards governing the claims alleged as part of this action. Based on their independent evaluation, Plaintiff's Counsel believe that the settlement reached is fair to the Eligible Employees and confers substantial benefits on the Eligible Employees, offering all Eligible Employees the opportunity to receive substantial monetary recoveries in the near term. Based on their evaluation of the claims alleged in the Action, Plaintiff's Counsel determined that the Settlement set forth in this Agreement is in the best interest of Plaintiff and the Eligible Employees.

Similarly, Defendants concluded there were benefits associated with settling. Though Defendants dispute the allegations in the Action, Defendants took into account the sharply disputed factual and legal issues involved in the Action, the risks attending further defense, the expense and burden of protracted litigation, and the desire to put the controversy to rest, and based on these factors Defendants agreed to this Settlement.

f. The Settlement embodied in this Agreement contemplates (a) issuance of an order approving the Settlement, (b) the Court retaining jurisdiction to enforce the terms of the Settlement, and (c) the dismissal as to Defendants with prejudice and release by operation of law, of Plaintiff, LWDA and all Eligible Employees' claims under PAGA, as asserted in the Action.

III. PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF SETTLEMENT

Because this action involves PAGA claims, the settlement of the PAGA claims requires review and approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the review and approval by the Court notwithstanding any new legal developments regarding the claims being litigated in the Action. If that approval is not given, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain Court approval and implement this Agreement. If the Court does not grant the application for Approval, the Parties agree to meet and confer to address the Court's concerns. The procedure for obtaining Court approval of and implementing this Agreement shall be as follows:

a. Application for Approval

Within twenty (20) days following the execution of this Agreement, the Parties shall jointly prepare and file a Stipulation before the Court requesting an Order approving the Settlement of this Action and the PAGA claims.

b. Waiver of Right to Appeal

Provided that the Order Approving Settlement is consistent with the terms and conditions of this Agreement, Plaintiff and Defendants, inclusive, hereby waive any and all rights to appeal in connection with any issue in this Agreement, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set-aside judgment, a motion for new trial, and any extraordinary writ, and the Order Approving Settlement will become final and non-appealable at the time it is entered.

c. Maximum Settlement Sum

In exchange for the releases set forth in this Agreement, Defendants agree to pay the Maximum Settlement Sum in the amount of One Hundred Thousand Dollars (\$100,000.00), which is the total and all inclusive of any amount Defendants will be obligated to pay under the Settlement embodied in this Agreement. The Maximum Settlement Sum includes: (1) Plaintiff's attorneys' fees in the amount of Thirty Five Thousand Dollars (\$35,000.00) and costs incurred in prosecuting the Action in the amount not to exceed Ten Thousand Dollars (\$10,000.00), (2) the PAGA Fund payment to Eligible Employees and the LWDA as detailed herein pursuant to the Action, (3) Plaintiff's Settlement Payment of Five Thousand Dollars (\$5,000.00), and (4) Settlement Administrator Costs capped at Ten Thousand Dollars (\$10,000.00), and excluding Defendants' share of withholding taxes, if any. Under no circumstances will Defendants' be required to pay more than One Hundred Thousand Dollars (\$100,000.00) pursuant to the terms set forth in this Agreement.

d. PAGA Fund

The Parties agree that from the Maximum Settlement Sum, the Settlement Administrator will allocate approximately Forty Thousand Dollars (\$40,000.00) as the PAGA fund for Eligible Employees, including Plaintiff, and the LWDA, in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Action with respect to Eligible Employees. The PAGA Fund shall be allocated as follows: Seventy-Five Percent (75%) or Thirty Thousand Dollars (\$30,000.00) will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) or Ten Thousand Dollars (\$10,000.00), will be allocated to the PAGA Fund and paid to all Eligible Employees on a pro-rata basis based on pay periods worked during the Covered Period less applicable tax and other withholdings.

There will be one check issued for each Eligible Employee for their share of the PAGA Fund.

e. Attorneys' Fees and Costs

In full satisfaction of all claims each Plaintiff may have for attorneys' fees, litigation costs, and expenses arising out of the Action, subject to Court approval and from the Maximum Settlement Sum, the Settlement Administrator will pay Plaintiff's Counsel, a total of Thirty-Five Thousand Dollars (\$35,000.00) and an amount not to exceed Ten Thousand Dollars (\$10,000) for litigation expenses incurred in the Action (collectively "Attorneys' Fees and Costs"). Defendants will not oppose Plaintiff's Counsel's reasonable request for Attorneys' Fees and Costs consistent with this Agreement. Neither Plaintiff nor Plaintiff's Counsel may void or rescind the Agreement if the Court awards less than the amounts requested for Attorneys' Fees and Costs. Any portion of the Attorneys' Fees and Costs not ultimately awarded to Plaintiff's Counsel will be added to the PAGA Fund.

f. Settlement Administration

The Parties agree, subject to the Court's approval, to retain Simpluris, Inc. as the third-party Settlement Administrator to administer this Settlement. The Parties each represent that they

do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest. The Settlement Administrator will be responsible for mailing the payments to Eligible Employees, the LWDA, Plaintiff and Plaintiffs' Counsel ("Settlement Administration Costs"). Settlement Administration Costs will be paid from the Maximum Settlement Sum and will be capped at Ten Thousand Dollars (\$10,000.00) and excludes Defendants' share of withholding taxes, if any. Any portion of the Settlement Administration Costs not ultimately approved by the court will be added to the PAGA Fund.

g. Funding and Distribution

1. Within thirty (30) calendar days of the Date of Finality, Defendants shall fund the Settlement by transferring funds to the Settlement Administrator. Within fifteen (15) days of receiving the funds from Defendants, the Settlement Administrator shall mail payments to: (a) Plaintiff for his individual Settlement Payment, (b) Plaintiff's Counsel for Attorneys' Fees and Costs, and (c) the LWDA. Within thirty (30) calendar days of the Date of Finality, the Settlement Administrator shall pay itself the Settlement Administration Costs.

2. Within fifteen (15) calendar days of Defendants funding the Settlement, the Settlement Administrator shall mail to each Eligible Employee a notice of PAGA settlement along with one check for his or her PAGA Settlement Payment to be paid to Eligible Employees as set forth in Section III d above.

3. The Settlement Administrator will take reasonable steps to locate and update es and re-mail any settlement checks returned as undeliverable. All settlement checks will be negotiable for 180 calendar days. Any checks issued by the Claims Administrator to Aggrieved Employees will be negotiable for one-hundred eighty (180) calendar days. After one-hundred eighty (180) calendar days from the date of mailing, the checks shall become null and void, and any monies remaining in the distribution account shall be distributed to the Boys and Girls Clubs of Kern County as cy pres. The Settling Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Settlement Payment will be paid out to Aggrieved Employees, whether or not they all cash their Settlement Checks. Therefore, Defendants will not be required to pay any interest on said amount.

4. The Settlement Administrator will issue the appropriate tax forms for all payments issued. Federal 1099 Forms and one check will be issued to all Eligible Employees.

5. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

h. Additional Contribution by Defendants

Defendants represent that there are approximately 1250 pay periods as of September 1, 2021 (for the period from January 25, 2020 to September 1, 2021) for Plaintiff and the Eligible Employees. If the actual number of pay periods as of September 1, 2021 for Plaintiff and the Eligible Employees exceeds this figure by more than 15%, Defendants shall increase the

Maximum Settlement Sum in an amount equal to the increase in the number of pay periods on a pro-rata basis.

IV. LIMITATIONS ON USE OF THIS SETTLEMENT

a. No Admission

Defendants dispute Plaintiff's allegations in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendants.

b. Non-Evidentiary Use

Whether or not the Approval Date occurs, neither this Agreement nor any of its terms nor the Settlement itself will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendants or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Action, or any other civil, criminal, or administrative action or proceeding except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendants to establish that an Eligible Employee has resolved any of his/her claims released through this Agreement.

c. Nullification

If (a) the Court should for any reason fail to approve this Settlement in the form agreed to by the Parties, or (b) the Court should for any reason fail to enter the Order Approving Settlement, or (c) the Order Approving Settlement is reversed, modified, or declared or rendered void, or (d) the Court should for any reason fail to dismiss the Action with prejudice, then (e) this Agreement shall be considered null and void.

In that instance, (i) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (ii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. In addition, all materials exchanged between the Parties before and during the mediation shall be returned and no copies can be made or retained.

Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

V. RELEASES

a. All Parties Bound By This Agreement

On the Approval Date, Plaintiff and Defendants shall be bound by this Agreement.

b. Release of All Claims

In exchange for the consideration recited in this Agreement, Plaintiff, on his own behalf and as a private attorney general on behalf of Eligible Employees and the Labor and Workforce Development Agency, and each of them does hereby and forever release, acquit, and discharge, and covenant not to sue, Defendants, including their past, present, and future divisions, affiliates, parents, subsidiaries, predecessors, successors, assigns, members, governors, owners, officers, directors, employees, agents, trustees, attorneys, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, and privies (collectively the "Defendants Released Parties" and each a "Defendants Released Party" or "Defendants Releasee") from any and all claims for PAGA penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Action under PAGA, with respect to the Eligible Employees based on the facts Plaintiff stated therein during the Covered Period, including purported failure to pay all regular and overtime wages, failure to maintain accurate records, failure to provide a day of rest, meal period violations, rest period violations, wage timing violations, wage statement violations, and civil penalties under PAGA ("Claims Released"). In no event shall the Claims Released in this Agreement release any claim, of any individual other than Plaintiff, including any class claim, which is not a claim under PAGA. In agreeing to the Claims Released in this paragraph, Plaintiff acts on his own behalf and on behalf of any and all of their heirs, executors, beneficiaries, legal representatives, transferees, agents, assigns, predecessors, successors, and attorneys, as well as the Labor and Workforce Development Agency and all Eligible Employees.

In exchange for the consideration and promises recited in this Agreement, Defendants release and forever discharge Plaintiff, his heirs, executors, family members, agents, attorneys, beneficiaries, administrators, representatives, successors, assigns, and all persons acting in concert and participating with them (collectively, Plaintiff Releasees) from any and all claims, demands, damages, losses, accounts, reckonings, debts, liabilities, agreements, obligations, actions and causes of action of every kind and nature whatsoever, known and unknown, arising from the Action and Plaintiff's employment with Defendants.

VI. WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542:

Upon the Effective Date, Plaintiff, individually, and Defendants do and shall be deemed to have fully, finally and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all claims. Defendants expressly waive, and as to Plaintiff's individual claims only, Plaintiff expressly waives, the rights and benefits of California Civil Code section 1542. Civil Code Section 1542 provides:

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

VII. MISCELLANEOUS PROVISIONS

a. Amendments or Modification

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel.

b. Representations and Warranties

Plaintiff's Counsel and Plaintiff jointly and severally represent and warrant to Defendants that there are no attorneys beyond those named as Plaintiff's Counsel who have claims for fees arising out of the Action or the Settlement contemplated hereby. This Agreement is contingent upon Defendants paying a maximum of One Hundred Thousand Dollars (\$100,000.00) for a complete resolution of the claims at issue in the Action, including attorneys' fees and costs.

Plaintiff and Plaintiff's Counsel are not currently aware of any: (a) unalleged claims in addition to, or different from, those which are finally and forever settled and released against the Released Parties by this Settlement; and (b) unalleged facts or legal theories upon which any claims or causes of action could be brought against Defendants, except such facts and theories specifically alleged in the operative complaint in this Action. Plaintiff and Plaintiff's Counsel represent that, other than the instant Action, they have no current intention of asserting any other claims against Defendants in any judicial or administrative forum. Plaintiff and Plaintiff's Counsel further represent that they do not currently know of or represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendants. The Parties acknowledge, understand and agree that the representations described in this paragraph are essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

c. Assignment

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any party without the express written consent of each other party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

d. Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

e. Entire Agreement

This Agreement contains the entire understanding of the Parties hereto with respect to the subject matter contained herein. There are no written or oral restrictions, promises,

representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein.

f. Counterparts, Copies and Scanned or Faxed Signatures

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one instrument. A scanned or faxed signature on this Agreement shall be as valid as an original signature.

g. Attorneys' Fees and Costs

Upon approval of this Agreement, neither Plaintiff nor Plaintiff's Counsel may recover or seek to recover any additional amounts for fees, costs, or disbursements from the Released Parties, or the Maximum Settlement Sum, except as expressly provided herein.

h. Meet and Confer Regarding Disputes

Should any dispute arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, a representative of Plaintiff's Counsel and a representative of Defendants' Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Mediator or the Court.

i. Agreement Binding on Successors

This Agreement will be binding upon, and inure to the benefit of, the successors in interest of each of the Parties.

j. Cooperation in Drafting

The Parties have cooperated in the negotiation and preparation of this Agreement and each of its terms. This Agreement will not be construed against any party on the basis that the party, or the party's counsel, was the drafter or participated in the drafting of this Agreement.

k. Fair Settlement

Plaintiff, Defendants, Plaintiff's Counsel, and Defendants' Counsel believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiation, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

l. Headings

The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement and shall not be considered in interpreting this Agreement.

m. Continuing Jurisdiction to Enforce Settlement

This Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. Any order entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over enforcement of the Agreement. To that end, the Court shall retain continuing jurisdiction over this action and all Parties to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

n. Mutual Full Cooperation

The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to execution of such documents, and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement, to effectuate this Agreement and the terms set forth herein. In the event 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 the Settlement, the Parties agree to seek the assistance of mediator Howard Broadman.

o. Authorization to Act

Plaintiff's Counsel warrants and represents that they are authorized by Plaintiff and Defendants Counsel warrants that they are authorized by Defendants, to take all appropriate action required to effectuate the terms of this Agreement, except for signing the documents, including but not limited to this Agreement, that are required to be signed by the Parties.

p. No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any party concerning this Agreement.

q. No Other Claims

Plaintiff represents and agrees that he has not filed any claims, complaints, charges, or lawsuits against the Released Parties, or any of them, with any governmental agency, court, or other entity, other than those identified in the Recitals of this Agreement.

Plaintiff agrees that he will not file any other claims, complaints, charges, lawsuits, or appeals regarding any claims released in this Agreement against the Released Parties, or any of them, with any governmental agency, court, or other entity at any time hereafter, and that if any such agency, court, or other entity assumes jurisdiction of any claim, complaint, charge, lawsuit, or appeal against the Released Parties, or any of them, on behalf of each Plaintiff, he will request

that such agency, court, or other entity withdraw from, dismiss with prejudice, or otherwise close the matter.

r. Non-Disparagement

The Parties agree not to make any negative or derogatory remarks or statements, whether orally or in writing, about each other.

EXECUTION BY PARTIES AND COUNSEL

The Parties hereby execute this Agreement.

Dated: 9/13/2021

DocuSigned by:

Armando Barragan Diaz

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Armando Barragan Diaz, Plaintiff

Dated: 9-8-21

For and on behalf of A & W Farms, LLC, Defendant

Dated: 9-8-21

For and on behalf of Willem Veenhoven, Defendant

APPROVED AS TO FORM:

Dated: 9.10.2021

Sagaser, Watkins & Weiland, PC

By:

Ian B. Wieland, Attorneys for Defendants

Dated: September 10, 2021

Proxy Law Firm, LLP

By:

Rana Nader

Hengameh S. Safaei,

Attorneys for Plaintiff Armando Barragan Diaz