

PRIVATE ATTORNEYS' GENERAL ACT SETTLEMENT AGREEMENT

Plaintiff Claudia Vargas ("Plaintiff"), individually and in her capacity as a representative of the State of California on behalf of other aggrieved employees, and Defendant Valley Harvest, LLC (collectively "Defendants"), hereby enter into this Private Attorneys' Act Settlement Agreement ("Settlement") as follows:

I. DEFINITIONS

As used in this Settlement, the following terms shall have the following meanings:

1. "**Action**" shall mean the civil action filed on July 16, 2021, entitled *Claudia Vargas v. Valley Harvest LLC*, San Benito County Superior Court, Case No. 20CV002558. For purposes of this Settlement Agreement, the Action only includes Plaintiff's PAGA Claim and does not include Plaintiff's individual claims.
2. "**Defendant**" shall mean Valley Harvest, LLC.
3. "**Defense Counsel**" shall mean Gerardo Hernandez of Littler.
4. "**Effective Date**" refers to the date upon which approval of the Settlement is granted by the Superior Court of California for the County of San Benito.
5. "**Gross Settlement Amount**" refers to Eighty-Seven Thousand Five Hundred Dollars (\$87,500.00), which is the maximum amount that Defendant will pay pursuant to this Settlement, excluding the Confidential Individual Settlement, and subject to the escalator provision in this Settlement.
6. "**LWDA**" refers to the California Labor & Workforce Development Agency.
7. "**PAGA**" refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*
8. "**PAGA Period**" shall mean March 12, 2020, through the date the Court grants approval of this settlement (subject to the escalator provision set forth in Paragraph 32).
9. "**PAGA Settlement Members**" shall mean all individuals who are or previously were employed by Defendant in California, who are or were classified as hourly, non-exempt employees and placed for work at Hollister Hollistics, at any time during the PAGA Period.

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10. **“PAGA Fund”** shall mean the Gross Settlement Payment less Plaintiff’s Counsel Fees and Costs, Plaintiff’s Service Award, and the Settlement Administration Costs.

11. **“Plaintiff”** refers to Claudia Vargas, individually and in her capacity as representative of the State of California on behalf of other aggrieved employees.

12. **“Plaintiff’s Counsel”** refers to Fitzpatrick & Swanston and Diversity Law Group, APC.

13. **“Plaintiff’s Counsel Costs”** shall mean Plaintiff’s Counsel’s actual costs not to exceed Fifteen Thousand Dollars and 00/100 Cents (\$15,000.00). Any portion of the Plaintiff’s Counsel Costs not used or approved by the Court shall be added to the Net Settlement Amount.

14. **“Plaintiff’s Counsel Fees”** shall mean, subject to the Court’s approval, the maximum amount of attorneys’ fees provided for by the Settlement, which shall not exceed Twenty-Nine Thousand One Hundred Sixty-Six Dollars and 67/100 Cents (\$29,166.67), or approximately one-third (1/3) of the Gross Settlement Amount. Any portion of the Plaintiff’s Counsel Fees not approved by the Court shall be added to the Net Settlement Amount.

15. **“Parties”** collectively refer to Plaintiff and Defendant.

16. **“Released Claims”** shall mean any and all claims, whether known or unknown, to recover civil penalties pursuant to PAGA for any alleged violations by Defendants of California Labor Code §§ 201, 201.3, 202, 203, 204, 207, 208, 209, 216, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 1199, 2699, 2800, 2802, and any category of violations identified in Labor Code § 2699.5, and the related applicable IWC Wage Order provision for the PAGA Period, and any other violations that were alleged or could have reasonably been alleged in Plaintiff’s letter to the LWDA or any complaint filed in this Action, with the exception of Plaintiff’s Individual Claims.

17. **“Released Parties”** shall mean Defendant Valley Harvest LLC, its parents, subsidiaries, shareholders, owners, directors, and/or members, officers, agents, employees, predecessors, successors, and assigns.

18. **“Service Award”** means the amount that the Court authorized to be paid to Plaintiff, in

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addition to the Individual Settlement Payment as an Aggrieved Employee, in recognition of Plaintiff's efforts and risks in assisting with the prosecution of the Action. Subject to the Court granting approval of the Settlement, the Parties agree that Plaintiff shall be paid up to \$5,000.00.

19. "**Settlement Administrator**" refers to Phoenix Settlement Administrators, a qualified, third-party settlement administrator agreed to by the Parties to administer the terms of the Settlement.

II. RECITALS

20. On March 12, 2021, Plaintiff sent a letter to Defendant and the LWDA, on behalf of herself and other aggrieved employees, in compliance with California Labor Code section 2699.3.

21. The Parties litigated the applicability of an arbitration agreement and its impact on Plaintiff's putative class and PAGA claims, including, but not limited to, whether they could proceed at all or in Superior Court.

22. On July 19, 2021, Plaintiff filed an individual and PAGA complaint. The PAGA Action seeks civil penalties and an award of reasonable attorneys' fees and costs.

23. Plaintiff later filed an individual arbitration which the Parties litigated for several years.

24. On January 26, 2026, the Parties engaged in private mediation with Elizabeth R. Leitzinger, Esq., which ultimately led to this Settlement.

25. Plaintiff's Counsel has thoroughly investigated the facts relating to the claims alleged in the operative complaint and has made a thorough study of the legal principles applicable to the claims asserted against Defendant. Based on their independent investigation and evaluation of this case, Plaintiff's Counsel has concluded that the settlement is fair, reasonable, and adequate in light of all known facts and circumstances, including the defenses asserted by Defendant, potential adverse findings regarding liability, and potential appellate issues.

26. The Parties enter into this Settlement Agreement on a conditional basis. In the event the Court does not enter a Final Order and Judgment as defined in this Settlement Agreement, this Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect whatsoever, and will not be referred to or utilized for any purpose whatsoever.

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27. Defendant denies, and continues to deny, each and every claim and contention alleged in the Action, and has always maintained that it never engaged in any unlawful acts regarding any of the matters alleged in the Action. Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations upon all legal, procedural, and factual grounds should this Settlement Agreement not become final. This Settlement Agreement reflects a compromise reached to end litigation.

28. The Parties stipulate and agree to the following terms of this Settlement Agreement with the intent that this Agreement finally disposes of the Action with prejudice, excluding Plaintiff's Individual Claims, and excluding the claims alleged against Hollister Hollistics, Hollister Management Group, LLC which Plaintiff will dismiss without prejudice.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth, the Parties agree as follows:

III. NON-ADMISSION OF LIABILITY

29. Based on the factual and legal issues involved, the expense and time necessary to prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, and the relative benefits to the PAGA Settlement Members of an expeditious resolution to the Action, the Parties have concluded that the terms set forth in this Settlement are fair, reasonable, adequate and in the best interests of the PAGA Settlement Members.

30. Defendant denies any liability or wrongdoing of any kind and further denies that, for any purpose other than settling the Action, this action is appropriate for representative treatment. Defendant maintains, among other things, that they have complied with federal and California law in all respects and denies liability or wrongdoing for any of the claims in the Action, as well as any other potential or unknown claims based on wage and hour violations under state or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission, concession, or indication by or against Defendant of any unlawful conduct, fault, wrongdoing or liability whatsoever. Defendant specifically denies that it has engaged in any unlawful or

wrongful conduct against Plaintiff or the PAGA Settlement Members.

IV. TERMS OF THE PAGA SETTLEMENT

A. The Gross Settlement Payment

31. Defendant shall pay a settlement payment in a total amount of Eighty-Seven Thousand Five Hundred Dollars (\$87,500.00) (the “Gross Settlement Payment”). This is the maximum required payment under this Settlement Agreement. The Gross Settlement Payment includes the PAGA Fund, Settlement Administrator’s costs, Plaintiff’s Counsel Fees, and Plaintiff’s Counsel Costs.

B. Escalator Clause

32. The Gross Settlement Amount was calculated with, and is premised on, Defendant’s representation that there are 203 aggrieved employees who collectively worked a total of 1,845 pay periods (“PAGA Pay Periods”) during the PAGA Period. If the total number of pay periods exceeds more than 110% of 1,845, Defendant shall, at its own discretion, elect either (a) end the PAGA period on the most recent date on which the pay periods do not exceed 1,845; or (b) increase the total Gross Settlement Amount by 1% for every 1% increase in pay periods over the 10% threshold. Funding of Gross Settlement Payment.

33. Defendant shall pay the Gross Settlement Amount into a Qualified Settlement Fund (“QSF”) to be established by the Settlement Administrator in two installments as follows:

- (a) \$43,750.00 on the date the Court grants approval of the PAGA Settlement;
and
- (b) \$43,750.00 on or before January 26, 2027.

Defendant will not incur any pre-payment penalties if it pays these obligations in full before the due dates. The QSF shall be an interest-bearing account at a federally insured bank. The Parties agree that the QSF is intended to be a “Qualified Settlement Fund” under Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, *et seq.*, and will be administered by the Settlement Administrator as such. The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry

out the provisions of this Paragraph.

C. Dismissal without Prejudice of Hollister Hollistics and Hollister Management Group, LLC.

34. Prior to or in conjunction with seeking approval of this Settlement, Plaintiff will dismiss Hollister Hollistics and Hollister Management Group, LLC from the Action without prejudice. Neither Plaintiff nor PAGA Settlement Members will provide a release of claims as to Hollister Hollistics or Hollister Management Group, LLC.

D. Plaintiff's Counsel Payment of Attorneys' Fees and Costs

35. Plaintiff's Counsel will apply to the Court for an award of attorneys' fees of Twenty-Nine Thousand One Hundred Sixty-Six and 67/100 Cents (\$29,166.67) ("Attorneys Fees") and reasonable costs of up to Fifteen Thousand Dollars and 00/100 Cents (\$15,000.00) ("Attorneys' Costs"). (Attorneys' fees and reasonable litigation costs are referred to as "Plaintiff's Counsel Payment").

36. Defendant will not oppose or object to Plaintiff's Counsel's application for attorneys' fees, plus all documented and reasonable litigation costs and expenses.

37. Plaintiff's Counsel's fees and costs payments shall be paid from the Gross Settlement Amount. Any reductions by the Court of Plaintiff's Counsel's request for attorneys' fees or costs shall revert to the PAGA Fund.

E. Settlement Administration Fees and Costs

38. Settlement administration shall be done by a qualified, third-party settlement administrator agreed to by the Parties and approved by the Court ("Settlement Administrator"). The Parties agree that the Settlement Administrator Costs shall be paid from the Gross Settlement Amount. This includes all fees and costs for postage, envelopes, and computer searches to locate addresses; and expenses of the Settlement Administrator to implement and complete the settlement process according to the terms of this Settlement, to calculate payments to individual PAGA Settlement Members, any cost associated with the escheatment process for any uncashed or undeliverable settlement checks, to prepare any necessary tax documents for PAGA Settlement

Members, and any other related fees and costs (the “Settlement Administrator Costs”).

39. The settlement administration fees and costs shall be paid from the Gross Settlement Payment. Any reductions by the Court or any unused amount shall revert to the PAGA Fund.

40. The Parties agree to utilize Phoenix Settlement Administrators to administer the Settlement, at an estimated cost not to exceed Four Thousand Two Hundred and Fifty Dollars and Zero Cents (\$4,250.00).

F. Plaintiff’s Service Award

41. Defendant agrees not to oppose Plaintiff’s request for a Service Award of Five Thousand Dollars and 00/100 Cents (\$5,000.00). The Service Award is in addition to the amount Plaintiff is entitled to recover from the PAGA Fund as a PAGA Settlement Member. Any portion of the Service Award not approved by the Court shall become part of the PAGA Fund. Further, any Service Award approved by the Court will result in the issuance of an IRS Form 1099 to Plaintiff, who shall assume full responsibility and liability for the payment of taxes due on such award.

G. PAGA Fund

42. After deducting the Plaintiff’s Counsel Fees and Costs, Plaintiff’s Service Award, and Settlement Administration Costs, the remainder of the Gross Settlement Amount shall be allocated toward payment to the Labor & Workforce Development Agency and PAGA Settlement Members (the “PAGA Fund”).

43. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA, and twenty-five percent (25%) of the PAGA Fund will be allocated among the PAGA Settlement Members, based on their proportionate share of the pay periods worked during the PAGA Period.

V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND

A. Deposit of Gross Settlement Payment

44. The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID

Number and calculate all settlement checks and withholdings (if any) required under law based on information that will be confidentially furnished by Defendants. There are no payroll deductions to be calculated under this Settlement, since no part of the Settlement will be classified as wages.

45. Defendant shall deposit the Gross Settlement Payment with the Settlement Administrator as outlined in Paragraph 33.

B. Formula for Calculating Share of PAGA Fund

46. The portion of the PAGA Fund that is paid to each PAGA Settlement Member shall be determined based on the following formula:

(a) The payment to PAGA Settlement Members will be based on the number of pay periods worked by each PAGA Settlement Member during the PAGA Period.

(b) The amount to be paid per pay period worked by a PAGA Settlement Member will be calculated by dividing the value of the portion of the PAGA Fund that will be paid to PAGA Settlement Members by the total number of pay periods worked by all PAGA Settlement Members during the PAGA Period.

(c) Defendant's records shall be determinative for purposes of calculating the number of pay periods worked and any payments to PAGA Settlement Members.

C. Distribution of PAGA Fund

47. Defendant shall provide the Settlement Administrator with a list of the names and addresses of the PAGA Settlement Members, to be furnished within thirty (30) days after the Court issues an Order approving the Settlement. The contact information is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the PAGA Settlement Members. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement.

48. Within seven (7) days after the Gross Settlement Payment is fully funded, the Settlement Administrator shall pay the following:

(a) Payment to LWDA in an amount equivalent to seventy-five percent (75%)

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of the PAGA Fund, or as otherwise directed by the Court.

(b) Payment to the PAGA Settlement Members equivalent to their individual portion of the PAGA Fund (the "Individual Payment"), or as otherwise directed by the Court.

(c) Payment to Plaintiff's Counsel of the court-approved fees and litigation costs.

(d) Payment to Plaintiff of the court-approved service award.

(e) Payment to the Settlement Administrator equivalent to the Settlement Administrator Costs, or as otherwise directed by the Court.

49. The Settlement Administrator will send the Individual Payment to the PAGA Settlement Members by postmarked First Class U.S. Mail, along with a letter explaining the settlement in substantially the same form as Exhibit A hereto.

50. To provide the best notice and delivery of Individual Payments practicable, any Individual Payment returned to the Settlement Administrator as non-delivered shall be sent by post-marked First Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding address is provided for an Individual Payment that is returned as non-deliverable, the Settlement Administrator shall use the best available technology accessible (e.g. skip tracing, address verification, etc.) to the Settlement Administrator or other mutually agreeable method to locate PAGA Settlement Members and will then mail the Individual Payment to the address identified by the best available technology accessible to the Settlement Administrator or other mutually agreeable method. If no current address is located, the Individual Payment for that individual will be deemed undeliverable. If any PAGA Settlement Members cannot be located within two attempts at mailings by the Settlement Administrator, the Individual Payment for that individual will be deemed undeliverable.

51. The Settlement Administrator shall maintain a list of the postmark date for the original mailing of the Individual Payment to the PAGA Settlement Members, the postmark date of any subsequent mailing to any PAGA Settlement Members, and a list of PAGA Settlement Members who did not receive the Individual Payment due to the inability to locate a valid address using the

procedures described herein or who otherwise could not be located within two attempts at mailing.

52. All settlement checks will remain valid and negotiable for 180 days from the date of their mailing by the Settlement Administrator. Any Individual Payment not cashed within 180 days from the date of the mailing by the Settlement Administrator shall be paid to the following *cy pres* recipient: California Rural Legal Assistance Foundation.

53. No later than January 31 of the year following payment of their individual portion of the PAGA Fund, the Settlement Administrator will prepare and issue IRS Form 1099 to PAGA Settlement Members who received a payment, if necessary.

VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS

A. Claims Released by the LWDA and All PAGA Settlement Members

54. Upon the date of entry of an order by the Court in this Action approving this Settlement, and payment of all funds due under this Settlement, the LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever discharge the Released Parties from any and all Released Claims, *with the exception of Plaintiff's Individual Claims*, which are the subject of the Confidential Individual Settlement, which arose during the PAGA Period.

B. Tax Treatment and Tax Indemnification

55. PAGA Settlement Members will assume any tax obligations or consequences which may arise from this Settlement. PAGA Settlement Members release any and all claims that they have or may have against Defendant for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Settlement. If any state or federal taxing authority contacts, investigates, or pursues any action against any PAGA Settlement Members for their individual share of taxes related to any payments made under this Settlement or any compensation provided at any time by Defendant or any of the Released Parties, each PAGA Settlement Member shall be responsible for their own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the PAGA Settlement Member's share of any state or federal tax obligation. If a PAGA Settlement Member has questions about

any liability to any state or federal taxing authority, they shall contact the Settlement Administrator. The PAGA Settlement Members shall not contact Defendant, any of the Released Parties, or Defense Counsel.

VII. MISCELLANEOUS PROVISIONS

A. Mutual Full Cooperation

56. Plaintiff and Defendant, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by Order of the Court, or otherwise, to effectuate this Settlement.

B. Parties' Authority

57. The signatories hereto represent that they are fully authorized to enter into this Settlement.

C. Binding Nature of the Settlement

58. This Settlement shall be binding upon, and inure to the benefit of, the successors or assigns of the Released Parties. Plaintiff represents, covenants, and warrants that she has not directly or indirectly, assigned, transferred, encumbered, any claim, demand, action, cause of action or rights released in the Released Claims in this Settlement. This Settlement also shall be binding upon Plaintiff and the PAGA Settlement Members.

59. This Settlement may be amended or modified only by a written instrument. No rights under this Settlement may be waived except in writing.

60. This Settlement constitutes the entire agreement between Plaintiff and Defendants relating to the settlement of the PAGA cause of action alleged in this Action. All prior or contemporaneous agreements, understandings and statements, whether oral or written, whether express or implied, and whether by a party or its counsel, concerning this Settlement are merged herein. No oral or written representations, warranties or inducements have been made to any party concerning this Settlement other than the representations, warranties and covenants contained and

memorialized in such documents.

61. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its provisions. Each term of this Settlement is intended to be contractual and not merely a recital.

D. Joint Drafting of Settlement Documents

62. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result of a series of arm's-length negotiations, taking into account all relevant factors, present and potential.

63. This Settlement has been drafted jointly by Plaintiff's Counsel and Defendant's Counsel and, therefore, in any construction or interpretation of this Settlement, the same shall not be construed against any of the Parties.

E. Execution of the Settlement

64. This Settlement may be executed in one or more counterparts and by electronic signatures. All executed copies of this Settlement and photocopies thereof shall have the same force and effect and shall be as legally binding and enforceable as the original.

F. Continuing Jurisdiction of the Court

65. Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and enforce compliance of the Settlement, and/or (ii) resolve any disputes over this Settlement or the administration of the benefits of this Settlement. Should any Party be required to enforce the terms of this Settlement, the prevailing party(ies) shall be entitled to reasonable attorneys' fees and costs.

G. Representations by Plaintiff

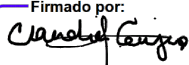
66. Plaintiff acknowledges the following: (a) Plaintiff has carefully read and fully understands all of the provisions of this Settlement; (b) Plaintiff knowingly and voluntarily agrees to all of the terms set forth in this Settlement and has not been coerced, threatened, or intimidated into executing this Settlement; (c) Plaintiff was advised, and hereby is advised in writing, to

consider the terms of this Settlement and consult with his attorneys before signing this Settlement; and (d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Plaintiff acknowledges that all parties shall bear their own fees and costs through the conclusion of this action.

H. Representations by Defendant

67. Defendant acknowledges the following: (a) Defendant has carefully read and fully understands all of the provisions of this Settlement; (b) Defendant knowingly and voluntarily agrees to all of the terms set forth in this Settlement and has not been coerced, threatened, or intimidated into executing this Settlement; (c) Defendant was advised, and hereby is advised in writing, to consider the terms of this Settlement and consult with its attorneys before signing this Settlement; and (d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Defendant acknowledges that all parties shall bear their own fees and costs through the conclusion of this action.

Dated: 04/13/2026

Firmado por:

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Plaintiff Claudia Vargas

Defendant Valley Harvest LLC

Dated: _____

By: _____
Title: _____

Approved as to form only:

FITZPATRICK & SWANSTON
DIVERSITY LAW GROUP, P.C.

Dated: April 27, 2026



B. James Fitzpatrick
Larry W. Lee
Counsel for Plaintiff
Claudia Vargas

LITTLER MENDELSON, PC.

Dated: _____

Gerardo Rodriguez

consider the terms of this Settlement and consult with his attorneys before signing this Settlement; and (d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Plaintiff acknowledges that all parties shall bear their own fees and costs through the conclusion of this action.

H. Representations by Defendant

67. Defendant acknowledges the following: (a) Defendant has carefully read and fully understands all of the provisions of this Settlement; (b) Defendant knowingly and voluntarily agrees to all of the terms set forth in this Settlement and has not been coerced, threatened, or intimidated into executing this Settlement; (c) Defendant was advised, and hereby is advised in writing, to consider the terms of this Settlement and consult with its attorneys before signing this Settlement; and (d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Defendant acknowledges that all parties shall bear their own fees and costs through the conclusion of this action.

Dated: _____

Plaintiff Claudia Vargas

Dated: 4/27/2026

Defendant Valley Harvest LLC

By: JESUS M. SANCHEZ
Title: CEO

Approved as to form only:

FITZPATRICK & SWANSTON
DIVERSITY LAW GROUP, P.C.

Dated: _____

B. James Fitzpatrick
Larry W. Lee
Counsel for Plaintiff
Claudia Vargas

LITTLER MENDELSON, PC.

Dated: 5/5/26

[Signature]
Gerardo ~~Rodriguez~~ HERNANDEZ

GH

Emilio A. Rodriguez
Counsel for Defendant
Valley Harvest LLC