

SETTLEMENT & RELEASE AGREEMENT

This Settlement & Release Agreement (“Agreement”) is entered into by and between Juan Resendiz-Licea (“Plaintiff”) and Oasis Ranch Management, Inc. (including all related entities, shareholders, officers, directors, and employees) (“Oasis” or “Defendant”). Plaintiff and Defendant may also be individually referred to as a “Party” and collectively referred to as “Parties.”

RECITALS

WHEREAS, Plaintiff worked as a laborer for Oasis until Oasis ceased its operations and closed its business on December 31, 2020;

WHEREAS, on October 18, 2021, Plaintiff filed a class action lawsuit against Defendant entitled *Juan Resendiz-Licea v. Oasis Ranch Management, Inc. et al.*, Riverside County Superior Court case number CVRI2105053, which complaint was amended by Plaintiff’s First Amended Complaint, filed on January 3, 2022 and alleging the following operative causes of action: (1) Failure to Indemnify Employee Expenditures and Losses; (2) Failure to Pay Wages and Compensation; (3) Failure to Furnish Accurate Itemized Wage Statements; (4) Unfair Competition; and (5) Penalties Under the Private Attorney General Act (the “Action”);

WHEREAS, on March 21, 2024, the court denied Plaintiff’s Motion for Class Certification;

WHEREAS, Defendant generally denies all of Plaintiff’s allegations, and more specifically, denies that it undertook any actions that were wrongful, unlawful or tortious, that it caused any damage to Plaintiff, or that it compensated or otherwise treated Plaintiff inconsistently with the requirements of applicable law; and

WHEREAS, the Parties wish to avoid the uncertainty, expenditure of time and costs associated with litigation, and permanently resolve all disputes that exist or may exist between them in the future arising out of Plaintiff’s employment with Defendant.

THEREFORE, in consideration of their mutual covenants and promises set forth herein, Plaintiff and Defendants agree as follows:

1. Incorporation of Recitals. The above-stated recitals are hereby expressly made a part of this Agreement.

2. No Admission of Liability. Plaintiff understands that the Parties enter into this Agreement by way of compromise and, by entering into this Agreement, Defendant shall not be deemed or construed at any time or for any purpose to have admitted liability in any matter.

3. Consideration.

3.1. In full and complete settlement of any and all possible claims, Defendant agrees to voluntarily pay Plaintiff the gross sum of \$5,000 (referred to herein as the “Settlement Sum”).

3.2. The Settlement Sum shall be paid as follows:

(a). One check made payable to “Juan Resendiz-Licea” in the gross amount \$5,000.

3.3. Prior to the deliverance of the Settlement Sum, Plaintiff’s counsel shall provide to defense counsel the following: (1) executed copies of completed W-9 Tax Forms for Plaintiff; and (2) a copy of this Agreement signed by Plaintiff.

3.4 Defense counsel will deliver to Plaintiff’s counsel the Settlement Sum within twenty-one (21) calendar days after (1) the Agreement is fully executed by all Parties; and (2) Defense counsel receives the above-referenced tax forms. If the date by which the payment described more fully herein is to be made available to Plaintiff and her Counsel falls on a Saturday, Sunday, or legal holiday in the State of California, then the date said payment shall be made available shall be the next following day which is not a Saturday, Sunday, or legal holiday in the State of California. The Settlement Sum shall be delivered to Beaman Jacinto Law P.C., 77564 Country Club Drive, Suite 340, Palm Desert, CA 92211.

3.5 Plaintiff agrees that his portion of the Settlement Sum compensates him for all economic damages, penalties, premiums, personal injuries, attorney’s fees, injuries to reputation, emotional pain and suffering, and all other damages allegedly caused by the conduct of the Defendant and Released Parties, which in any manner arose from or relates to Plaintiff’s employment or working relationship with Defendant and Plaintiff’s performance of services for or on behalf of Defendant and Released Parties prior to the date of this Agreement. Upon tender of the Settlement Sum described in this paragraph, Defendant and Released Parties will have fully met their obligations for payment to Plaintiff under this Agreement.

4. Request for Dismissal of Claims. Within ten (10) calendar days of receipt of the Settlement Sum, Plaintiff will file with the Court all documents necessary to request dismissal of his individual claims. Plaintiff will immediately thereafter forward a conformed copy of the Request for Dismissal of his individual claims to Defendant’s attorneys.

5. Full and General Release by Plaintiff. The Parties desire to fully and finally resolve any and all claims Plaintiff might have against Defendant, whether known or unknown, that have been made or could have been made by or on behalf of Plaintiff against Defendant relating to conduct or events occurring at any time prior to and including the date on which this Agreement is executed including, without limitation, all claims asserted by Plaintiff in the Action on behalf of himself as an individual. This release is intended by Plaintiff to release all claims Plaintiff may have or ever had against Defendant’s affiliated companies, including but not limited to, Sea View Packing, Inc. and Fresh-Pic Harvest, Inc.

5.1. In exchange for the promises contained in this Agreement, Plaintiff agrees that he or any person acting by, through or under him, releases Defendant and, as applicable, Defendant’s parent entities, subsidiaries, affiliates, including but not limited to, Sea View Packing, Inc. and Fresh-Pic Harvest, Inc., directors, officers, including, but not limited to, Dennis J. Jensen, Daniel F. Jensen, Anne L. Taylor and Roya Jensen, members, employees, former employees, including, but not limited to, Don Bowden and Manolo DuBon, attorneys, insurers and agents, including all employee benefit plans sponsored or administered by any of them (collectively, the

“Released Parties”), and the individual corporate officers of Oasis Ranch Management, Inc., Sea-View Packing, Inc., and Fresh-Pic Harvest, Inc. (collectively, “Released Parties”), from any and all claims Plaintiff has against them and agrees that Plaintiff will not institute any action or actions, cause or causes of action (in law or in equity), suits, debts, liens, claims, demands, known or unknown, fixed or contingent, that he may have or claim to have in state or federal court, or with any state, federal, or local government agency or with any administrative or advisory body arising from or attributable to the Released Parties.

5.2. Plaintiff specifically agrees that there was a dispute between the Parties regarding whether Defendants owed Plaintiff general and special damages, and/or attorneys’ fees and costs. Plaintiff further specifically agrees that the consideration set forth in Paragraph 3 is fair and valuable consideration and that he is compromising and releasing the Released Parties from any and all claims made in the Action and/or any other form of claim or remedy.

5.3. Plaintiff also specifically agrees that he is compromising, settling, and releasing the Released Parties from any right or claim and for all liability that may presently exist for any potential claim, except for those claims which are excluded in this Agreement or those claims which cannot be settled by law. This release includes, but is not limited to, all claims for wrongful termination, termination in violation of public policy, fraud, defamation, breach of express or implied contract, breach of the implied covenant of good faith and fair dealing, intentional or negligent infliction of emotional distress, and employment discrimination, harassment, or retaliation, including, but not limited to, any violation of the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans With Disability Act of 1990, as amended, the Family Medical Leave Act of 1993, the California Family Rights Act, the Fair Employment and Housing Act, the Unruh Civil Rights Act, California Business and Professions Code § 17200 et seq., or any other similar local, state or federal act or regulation. This release includes, but is not limited to, all claims for wage and hour violations and related claims for wages, premium pay, penalties, interest, liquidated damages, and attorneys’ fees, including but not limited to, any violation of the Fair Labor Standards Act, the California Labor Code (including, but not limited to, sections 201, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1050 et seq., 1102.5 et seq., 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1198, and/or 2699 et seq.), and any California Industrial Welfare Commission Wage Order. This release does not apply to claims for Unemployment Insurance benefits, Workers’ Compensation benefits, claims under the Uniformed Services Employment and Reemployment Rights Act or claims that may not be released through a general release and waiver under state or federal law.

5.4. Defendant releases Plaintiff from any and all causes of action, claims, actions, rights, judgments, obligations, damages, demands, accountings, defenses, or liabilities of whatever kind and character to date, known or unknown, suspected or unsuspected, arising out of anything to do with Plaintiff and Plaintiff’s status as an employee for the Defendant, to the fullest extent allowed by law. This means Defendant give up and waive all such Claims, liability defenses, counter claims, and cross claims arising out of or related to Plaintiff’s status as an employee with the Defendant and Released Parties.

6. Waiver of Civil Code Section 1542. The Parties understand and agree that Section 5, above, applies to claims known and presently unknown by either Party, and that this means that

if either Party hereafter discovers facts different from or in addition to those which they now know or believe to be true, that all of the releases, waivers, discharges, and promises not to sue or otherwise institute legal action shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery of such facts. Accordingly, the Parties hereby agree that they fully and forever waives any and all rights and benefits conferred upon them by the provisions of Section 1542 of the Civil Code of the State of California which states as follows:

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 OR RELEASED PARTY.

7. Tax Liability/1099 Form Issued.

7.1. Defendant makes no representations regarding the taxability of the Settlement Sum. Plaintiff represents that he has had an opportunity to receive independent professional advice regarding the taxability of any sums payable to him hereunder and has not relied upon any representation of Defendant or its counsel on that subject. Defendant will report the payment of the Settlement Sum to the appropriate tax authorities by issuing 1099 tax forms reflecting payment of \$5,000 made to Juan Resendiz-Licea. Plaintiff understands and expressly agrees that in the event any income or other tax, including any interest or penalties thereon, is ultimately determined to be payable from the Settlement Sum set forth in this Agreement, any state or federal payment obligations arising from or attributable to said amounts are the sole responsibility of Plaintiff.

7.2. Plaintiff agrees that he will indemnify and hold harmless Defendant and any other individual or entity released by this Agreement from and against any penalties, interest, taxes or additional liability of any kind whatsoever, which may be imposed by any local, state, or federal authority by reason of the payment of the Settlement Sum.

8. Older Workers Benefit Protection Act. For purposes of the Older Workers Benefit Protection Act, and to assure that the Agreement bars any claim under the Federal Age Discrimination in Employment Act, Plaintiff acknowledges: (a) that he has read this Agreement and understands that it bars all claims, including those for age discrimination; (b) that the release of claims relating to age discrimination does not apply to claims based on events that take place after this Agreement takes effect; (c) that he is receiving consideration that he is not otherwise entitled to from Defendant; (d) that he has been advised in writing and has been given an opportunity to consult with an attorney before signing this Agreement; (e) that he has been given at least twenty-one (21) days in which to decide whether to accept this Agreement; and (f) that the release of Plaintiff's claims does not take effect until seven (7) days after he has signed this Agreement, during which times, he may revoke her acceptance of the Agreement by notifying the Defendant in writing.

9. No Other Claims Exist. Plaintiff represents that other than the Action, Plaintiff has not filed any lawsuit, administrative claim, or complaint with any government entity against the

Released Parties and that there are no undisclosed charges, actions or claims pending on behalf of Plaintiff.

10. Non-Disparagement/Neutral Reference. Plaintiff agrees and promises that he will not make any harassing or disparaging comments regarding Defendant, or any of them. Plaintiff represents and agrees that he will refrain from making any negative, detracting, derogatory, or unfavorable statements or taking any action, directly or indirectly, in any manner that damages the operation or reputation of Defendant. Defendant shall have all available remedies at law and equity to enforce this provision, including, without limitation, injunctive relief and the recovery of attorneys' fees and costs upon proof.

11. Strict Confidentiality. Plaintiff agrees to not, without compulsion of legal process, disclose to any third party the specific dollar amount of the Settlement Sum or by "number of figures" or otherwise, nor shall he disclose the fact of any payment(s) including any dollar amount(s), except that he may disclose such information to his attorneys, accountants, or other professional advisors to whom disclosure is necessary to effect the purposes for which Plaintiff consulted such professional advisor(s). Plaintiff also agrees that any such professional advisors he consults will be advised by Plaintiff as to the confidential nature of this Agreement. Plaintiff shall not report, advertise, or disclose in any fashion whatsoever the settlement to any third party or entity (other than for the purposes of obtaining legal or tax advice), including but not limited to publications, journals, social media or websites, unless required to do so by a court of law. If Plaintiff is asked about the potential claims alleged, he will respond by saying that the "the matter was resolved," or a similar statement to that effect. No party shall disparage any other party, nor shall any party make any public statement nor do any act that is calculated or likely to result in an inquiry by any member of the public as to any aspect of the dispute between the parties or any of the information covered by this confidentiality provision. All parties shall make their best efforts in all respects and in good faith to keep all information concerning the dispute between the parties or any of the information covered by this confidentiality provision confidential and secret from any person except the individuals described in this paragraph to whom the parties are legally bound or otherwise required or permitted to disclose such information.

12. Non-Cooperation. Plaintiff agrees that he will not counsel or assist any present or former employees, independent contractors or any other individuals who currently have or have had professional relationships, employment or otherwise with Defendant or their attorneys, agents or representatives, in the presentation or prosecution of any disputes, differences, grievances, claims, charges or complaints by any third party against Defendant or any officer, director, employee, agent, representative, stockholder or attorney of Defendants unless under a subpoena or other court order to do so.

13. Attorneys' Fees. The Parties hereby agree and understand that each Party to this Agreement shall bear its own respective attorney's fees, costs and expenses related to the dispute between Plaintiff, on the one hand, and Defendants, on the other hand. In the event of any action or proceeding to enforce this Agreement or arising out of or in connection with this Agreement, the prevailing party is entitled to reasonable attorneys' fees and, costs, and expenses.

14. Entire Agreement. The Parties further declare and represent that no promise, inducement or agreement not herein expressed has been made to her and that this Agreement

contains the entire Agreement between the Parties, and that the terms of this Agreement are contractual and not a mere recital.

15. Construction. It is understood that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting parties will not be employed in any interpretation of this Agreement.

16. Applicable Law/Admissibility of Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. The Parties agree that this Agreement is admissible for the purposes of proving or enforcing the terms of the Parties' Agreement, as set forth herein, pursuant to California Evidence Code section 1123 and California Civil Code section 664.6. This Agreement is made under the laws of the State of California, and shall in all respects be interpreted, enforced, and governed under the laws of said State without giving effect to conflicts of laws principles. This Agreement may be enforced pursuant to Code of Civil Procedure, section 664.6, which allows the Court to enter judgment pursuant to the terms of this Agreement, and award reasonable attorneys' fees and, costs and expenses to the prevailing party. In the event of any action or proceeding to enforce this Agreement or arising out of or in connection with this Agreement, the prevailing party is entitled to reasonable attorneys' fees and, costs, and expenses.

17. Assignment of Claims. All Parties warrant and represent to the other that no claims they might have or do have and which are otherwise referenced and released by this Agreement have been assigned to any other party or parties.

18. Severability. If any part of this Agreement is found to be unlawful or not effective, the remainder of this Agreement shall remain in full force and effect.

19. Additional Documents. To the extent that it is necessary or appropriate to prepare and execute any additional documents in order to effectuate this Agreement, the parties agree to do so in a timely manner.

20. Counterparts. This Agreement may be executed by facsimile, electronically (i.e. DocuSign) (or scanned email) and in counterparts. The Agreement will be binding on the Parties once it has been fully-executed. Thereafter, the Parties shall exchange copies, and all the counterparts together shall constitute a single original Agreement.

IN WITNESS WHEREOF, the Parties hereto warrant that they have read, understood and enter into this Agreement voluntarily.

[Signatures follow on the next page]

PLAINTIFF:

Dated: _____

JUAN RESENDIZ-LICEA

DEFENDANT:

Dated: _____

OASIS RANCH MANAGEMENT, INC.
By: Dennis Jensen
Its: CEO