

GENERAL RELEASE AND SETTLEMENT AGREEMENT

This Settlement Agreement and General Release of All Individual Claims (the "Agreement") is made by and between Enrique Barajas (hereinafter referred to as "Claimant") and Vlot Calf Ranch, Inc., Darcy Vlot, and Case Vlot (hereinafter referred to as "Respondents"). Claimant and Respondents are referred to collectively as the "Parties." This Agreement is intended to resolve all disputes and extinguish those obligations described below.

RECITALS

WHEREAS, a dispute arose between Claimant and Respondents arising out of Claimant's employment with Respondents and termination of said employment.

WHEREAS, on August 15, 2022, Claimant filed a Complaint in Madera County State Court Case No. MCV087569, asserting one cause of action for Representative Civil Penalties pursuant to the California Private Attorneys General Act of 2004 (the "Representative PAGA Action").

WHEREAS, the parties acknowledge and agree that this Agreement shall not impact Plaintiff's ability to stand as a PAGA representative and pursue all rights and remedies available in the Representative PAGA Action.

WHEREAS, on August 15, 2022, Claimant filed a Demand for Arbitration with Signature Resolution against Respondents, alleging individual causes of action for (1) failure to pay overtime wages; (2) failure to pay minimum wage; (3) failure to provide meal periods; (5) failure to authorize and permit rest periods; (5) failure to pay wages owed at separation; (6) failure to provide accurate itemized wage statements; (7) failure to reimburse business expenses; (8) Individual Civil Penalties pursuant to the California Private Attorneys General Act of 2004; and (9) wrongful constructive termination in violation of public policy (the "Individual Claims").

WHEREAS, Respondents deny and dispute any and all of Claimant's Claims;

WHEREAS, on January 24, 2023, Claimant filed a Motion for Summary Adjudication, requesting judgment on his claims for (1) failure to pay overtime wages; (2) failure to pay wages owed at separation; and (3) failure to provide accurate itemized wage statements;

WHEREAS, on April 3, 2023, Arbitrator Eve Wagner (the "Arbitrator") granted Claimant's Motion for Summary Adjudication in the amount of \$16,038.31;

WHEREAS, on or around May 26, 2023, Respondents issued payment in the amount of \$16,038.31 to Claimant;

WHEREAS, Claimant confirmed receipt of the issued payment on or around June 23, 2023;

WHEREAS, the Parties desire to avoid the disruption, inconvenience, uncertainty, and costs associated with litigation of the Claims that Claimant has, had, or may claim to have arising out of his employment.

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AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained in this Agreement and the other valuable consideration described herein, the sufficiency of which is hereby acknowledged by all Parties, the Parties agree as follows:

1. No Admission of Liability. This Agreement and compliance with it shall not be construed as an admission by Respondents and/or its agents of any liability whatsoever or as an admission by Respondents of any wrongdoing including but not limited to any claim for personal injury, or any violation of Claimant's rights under any common law, statute, or contract. Respondents specifically disclaim any wrongdoing and disclaim any liability to Claimant for any violation of his rights, including any violation of common law, statute, or contract.

2. Consideration to Claimant. For and in consideration of the commitments made herein by Claimant, Respondents agrees to pay Claimant the total sum of Seventeen Thousand and Five Hundred Dollars and zero cents (\$17,500.00) (the "Settlement Payment"). By execution of the Settlement Agreement and Release, Claimant authorizes payment to be made no later than twenty-one (21) days after the Effective Date, or Respondents' receipt of executed IRS Forms W-9 from Claimant, whichever date is later. The "Effective Date" is the date that all Parties have signed the Agreement and the Arbitrator has signed an order approving the Individual PAGA Settlement, as described in Paragraph 3, below.

The Settlement Payment will be made as follows:

- i. One check payable to Claimant in the amount of Eight Thousand Dollars and zero cents (\$8,000.00), less applicable withholdings and will be reported on an IRS Form W2, representing settlement of claims for wages.
- ii. One check payable to Claimant in the amount of Eight Thousand Dollars and zero cents (\$8,000.00), without withholding and reported on an IRS Form 1099, for settlement of claims for non-wage income, interest, and penalties (including 25% of the Individual PAGA settlement, as described in Paragraph 3, below).
- iii. One check payable to the Labor and Workforce Development Agency in the amount of One Thousand Five Hundred Dollars and zero cents (\$1,500.00), representing 75% of the Individual PAGA Settlement, as described in Paragraph 3, below.

The Settlement Payment checks payable to Claimant will be delivered, via overnight mail, to Van Hook Law Firm, 14156 Magnolia Blvd, Ste 200, Sherman Oaks, California 91423. The check payable to the Labor and Workforce Development Agency shall be mailed to: Department of Industrial Relations, Accounting Unit, 455 Golden Gate Avenue, 10th Floor, San Francisco, CA 94102. A scan of all checks and tracking information shall be provided to Claimant's counsel at the time of mailing.

Claimant acknowledges and agrees that as of the Effective Date of this Agreement, he has received all wages, commissions, vacation pay, bonuses, and other compensation due from Respondents to his knowledge, and that Respondents shall owe Claimant no further wages, commission, vacation pay, bonuses, or other compensation once Claimant receives the Settlement Payment described above. Claimant further affirms that he has no known workplace

injuries or occupational diseases, that he has not divulged any proprietary or confidential information of Respondents and will continue to maintain the confidentiality of such information consistent with Respondents' policies and Claimant's agreement(s) with Respondents and/or common law. Claimant further acknowledges that he would not otherwise be entitled to the consideration set forth in this section were it not for the covenants, promises, and releases set forth hereunder. Upon tender of these sums, Respondents will have fully met its obligations under this Agreement and will not be liable in any manner for the distribution, division, or payment of any portion of the Settlement Payment to or between Claimant and counsel he may have retained and/or consulted with. By execution of this Agreement, Claimant agrees, acknowledges and represents that payment as set forth above is fully acceptable to him.

3. Individual PAGA Settlement. The Parties agree that, of the Settlement Payment, Two Thousand Dollars (\$2,000.00) shall be allocated to settle Claimant's claims in arbitration for individual civil penalties pursuant to the California Private Attorneys General Act of 2004, Labor Code section 2698, et seq ("PAGA"). This portion of the Settlement Payment shall be referred to as the "Individual PAGA Settlement." Pursuant to Labor Code section 2699(I), Claimant will request that the Arbitrator enter an order approving the Individual PAGA Settlement. Subject to the Arbitrator's approval, 75% of the Individual PAGA Settlement (\$1,500.00) shall be paid to the Labor and Workforce Development Agency, and 25% (\$500.00) shall be paid to Claimant as the sole "aggrieved employee" for purposes of the Individual PAGA Settlement. Respondents expressly deny any PAGA liability with respect to both Claimant's individual PAGA claims and the Representative PAGA Action. The Parties acknowledge and agree that the amount of the Individual PAGA Settlement, and the amount of individual PAGA penalties per pay period thereon, shall be not be submitted as a basis for the calculation of Representative PAGA penalties in the Representative PAGA Action.

4. Claimant's Release of Claims. In consideration for the Settlement Payment referenced in Paragraph 2 of the Agreement, Claimant hereby irrevocably and unconditionally releases, acquits and forever discharges Respondents and all of their subsidiaries, parents, managing agents, employees, former employees, servants, consultants, agents, directors, officers, independent contractors, representatives, insurance carriers, reinsurers, and attorneys (and their servants, agents, employees, former employees, directors, officers, independent contractors, representatives, consultants, insurance carriers and attorneys of any such subsidiaries, or parents), and all persons acting by, through, under or in concert with any of them, and each of their respective heirs, successors, and assigns (hereinafter collectively referred to as "Releasees"), or any of them, from any and all employment-related charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to, all claims alleged in the Claim and/or arising from or relating to Claimant's relationship with Respondents, rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, or any tort including defamation, or any legal restrictions on Respondents' right to hire, refuse to hire or terminate its employees, or any federal, state or local court of law or equity or other governmental statute, regulation or ordinance, including, without limitation: (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) the California Fair Employment and Housing Act (which Acts prohibit discrimination based upon race, religion, sex, sexual orientation, age, color, national origin, disability, medical condition and marital status); (4) Section 503 of the Rehabilitation Act of 1973; (5) The Fair Labor Standards Act (including Equal Pay Act); (6) the California and the United States Constitution; (7) the California Business and Professions Code Section 17200 et. seq.; (8)

the Claimant Retirement Income Security Act, as amended; (9) the Family and Medical Leave Act; (10) the California Family Rights Act; (11) the Americans with Disabilities Act; (12) The California Pregnancy Discrimination Act; (13) the Worker Adjustment and Retraining Notification Act; (14) the National Labor Relations Act; (15) the Immigration Reform and Control Act; (16) the California Government Code; (17) The California Wage Orders; (18) California's Occupational Safety and Health Act, or the Federal equivalent; (19) Families First Coronavirus Relief Act; and (20) COVID-19 Supplemental Paid Sick Leave (hereinafter collectively referred to as "Claim" or "Claims"), which Claimant now has, owns or holds, or claims to have, own or hold, or which Claimant at any time heretofore had, owned or held, or claimed to have, own or hold against any of the Releasees up to and including the Effective Date of this Agreement. Nothing in this Agreement shall be construed to mean that Claimant is releasing or waiving claims to enforce this Agreement, claims arising after his execution of this Agreement (including claims for retaliation for having achieved this agreement or for have achieved this agreement or for having asserted his underlying claims), workers' compensation claims, claims for unemployment insurance benefits, claims for indemnification pursuant to Labor Code section 2802, claims for any vested compensation and benefits (including, but not limited to, retirement benefits) attorney fees for all such claims, when available, the opportunity to pursue the claims mentioned in this sentence, or claims that, by law, cannot be waived.

5. Taxes Indemnification. Claimant hereby represents and warrants that he shall be solely responsible for the payment of any and all federal, state and local income taxes that are required to be paid by Claimant to the State of California, the United States Government, or any other entity as a result of this settlement. Notwithstanding this provision, Respondents are responsible for any employer payroll taxes that may be owed as a result of this settlement. Claimant acknowledges and agrees that Releasees have not warranted or represented how the U.S. Internal Revenue Service or other governmental taxing authorities will treat the Settlement Payment for tax purposes, and agree that no further payment of money to Claimant or his counsel from Releasees will be due in the event that the payment or the release of claims embodied in this Agreement, or any portion thereof, is found by a government taxing authority to be, or to result in, additional taxable income.

6. Waiver of Section 1542. Subject to the exceptions outlined herein, Claimant hereby states that it is his intention in executing this Agreement that the same shall be effective as a bar to each and every claim, demand, cause of action, obligation, damage, liability, charge, attorneys' fees and costs hereinabove released. Claimant hereby expressly waives and relinquishes all rights and benefits, if any, arising under the provisions of Section 1542 of the Civil Code of the State of California, which provides:

Section 1542. [Certain Claims Not Affected By General Release.] 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. Dismissal of Action. Since the intent of this Agreement is to bring to an end all individual claims, controversies, and causes of action Claimant may have or claim to have against Respondents, Claimant agrees to take all necessary steps to dismiss with prejudice any individual claim or cause of action that may be filed or pending against Respondents (and its subsidiaries, related companies, parents, successors and assigns, officers, directors, attorneys, agents, employees and former employees) related to Claimant's employment, including, but not

necessarily limited to, the Claims against Respondents (the "Action"). Claimant further agrees that he will file a request for dismissal of the Action with prejudice no later than three (3) days after tender of Settlement Payment as provided in Paragraph 2 above.

Claimant warrants that he does not have any claim, charge, or complaint, either formal or informal, pending against Releasees, with any tribunal, administrative agency, governmental agency, or other such body except for a claim for benefits before the Workers' Compensation Appeals Board. To the extent that Claimant has any other existing claims, charges or suits against Releasees, they will immediately dismiss same. The Parties acknowledge that, on or about August 15, 2022, Claimant filed a complaint in Madera County Superior Court, Case No. MCV087569, asserting a single representative cause of action under PAGA (the "Representative PAGA Action"). Claimant shall not be required to dismiss the Representative PAGA Action as a result of this Agreement and the parties acknowledge and agree that this Agreement shall not impact Plaintiff's ability to stand as a PAGA representative and pursue all rights and remedies available in the Representative PAGA Action.

8. No Pending Claims. Aside from the Representative PAGA Action, and except as described below and without regard to the claims released herein, Claimant agrees and covenants not to file any suit, charge or complaint against Released Parties in any court or administrative agency, with regard to any claim, demand, liability or obligation arising out of Claimant's employment with Respondents or events that occurred while Claimant was employed by Respondents. Aside from the Action and the Representative PAGA Action, Claimant further represents that no claims, complaints, charges, or other proceedings are pending in any court, administrative agency, commission or other forum relating directly or indirectly to Claimant's employment with Respondents.

Nothing in this Agreement shall be construed to prohibit Claimant from filing a charge with or participating in any investigation or proceeding conducted by the EEOC or a comparable state or local agency. Notwithstanding the foregoing, Claimant agrees to waive Claimant's right to recover monetary damages in any charge, complaint, or lawsuit filed by Claimant or by anyone else on Claimant's behalf.

9. Attorneys' Fees and Costs. Upon completion of the instant Settlement Agreement, Claimant shall prepare and file a Motion for Attorneys' Fees and Costs. Following the filing of Claimant's Motion for Attorneys' Fees and Costs Claimant agrees to engage in settlement discussions with Respondents. If informal discussions are not successful, the arbitrator shall issue an award of attorneys' fees and costs with respect to Claimant's individual claims.

10. Non-Disparagement. Claimant agrees and promises that Claimant will not undertake any harassing or disparaging conduct directed at Respondents, or any parent, subsidiary, affiliate or employee of Respondents, and that Claimant will refrain from making any negative, detracting, or derogatory statements about Respondents. Claimant further agrees not to initiate, encourage, cause, direct, assist, support, or counsel other individual(s) to file any lawsuit, charge, complaint, claim, petition, or accusatory pleading against Respondents, except in those circumstances in which Claimant is obligated to provide information in response to an investigation by a duly authorized governmental entity or in connection with a legal proceeding in which Claimant is compelled to provide information under state or federal law. The Parties agree that this Section shall not in any way limit or prevent Claimant from taking actions reasonably necessary to prosecute the Representative PAGA Action. This Section is also not intended to prevent Claimant from exercising any other rights protected by law or any rights protected by the

National Labor Relations Act including the right to communicate with former coworkers and/or third parties about terms and conditions of employment or labor disputes, unrelated to the amount of severance pay under this Agreement, when the communication is not so disloyal, reckless, or maliciously untrue as to lose the protection of the law. The Parties acknowledge that California Government Code section 12964.5 does not apply to this Agreement because this Agreement is considered a negotiated settlement as defined by California Government Code section 12964.5(d)(2).

11. Confidentiality of Agreement. Claimant agrees to maintain the confidentiality of this Agreement, and all matters relating to this Agreement, including but not limited to the alleged facts in dispute and negotiations between the Parties underlying this Agreement, except as needed to inform a court, their attorneys, accountant/tax preparer, tax counsel or Claimant's immediate family, in response to a subpoena or governmental inquiries such as by tax authorities, and as may be necessary to seek approval from the Arbitrator for the Individual PAGA Settlement or to move for Claimant's attorney's fees and costs, as described in Paragraph 9. Should Claimant be required to produce this Agreement, disclose its contents in response to a subpoena or governmental inquiry, or disclose any matter related to this Agreement, Claimant shall provide Respondents with written notice of such production or disclosure at least five (5) days in advance of such production or disclosure. If, after being notified of a required production or disclosure pursuant to a subpoena or governmental inquiry, Respondents allows disclosure of the Agreement, said disclosure of the Agreement shall not be treated as a general waiver of Claimant's confidentiality obligations pursuant to this Agreement, unless Respondents expressly waives this provision in writing. The Parties acknowledge that California Government Code section 12964.5 does not apply to this Agreement because this Agreement is considered a negotiated settlement as defined by California Government Code section 12964.5(d)(2).

Notwithstanding the above, the Parties agree that this confidentiality provision shall not in any way limit or prevent Claimant from taking actions reasonably necessary to prosecute the Representative PAGA Action and this confidentiality provision does not prevent or restrict Claimant from enforcing his Section 7 rights under the National Labor Relations Act, participating in Section 7 activity (including the right to communicate with former coworkers and/or third parties about terms and conditions of employment or labor disputes, unrelated to the amount of pay under this Agreement) or otherwise cooperating with through investigation, testimony, or otherwise with the National Labor Relations Board or any other administrative agency or court.

12. Liquidated Damages for Breach of Paragraphs 10 and 11 of this Agreement. Claimant acknowledges that a breach by Claimant of the terms set forth in Paragraphs 10 and 11 of this Agreement will cause substantial harm to Respondents and/or Releasees, including but not limited to, the cost of prosecuting any claims and lawsuits against Claimant. Claimant also acknowledges that it is impossible for such harm to be calculated with any degree of certainty. Therefore, Claimant agrees that any breach by Claimant of Claimant's obligations under Paragraph 10 or 11 of this Agreement shall entitle Respondents to reasonable liquidated damages in the sum of One Thousand Dollars and Zero Cents (\$1,000.00) for each breach, as well as recovery of attorneys' fees and court costs suffered by Releasees in prosecuting such action. Claimant agrees that this provision is fair and reasonable in light of the fact that the actual damages that would be suffered as the result of any such proven breach of Paragraphs 10 or 11 of this Agreement would be difficult to ascertain.

13. Liens or Assignments. Claimant represents and warrants that any other bills, costs or liens resulting from or arising out of Claimant's alleged injuries or claims released in this

Agreement are Claimant's responsibility to pay. Claimant agrees to assume responsibility for satisfaction of any and all rights to payment, claims or liens that arise from or are related to payments made or services provided to Claimant or on Claimant's behalf related to all claims released pursuant to this Agreement. Claimant agrees to assume responsibility for all expenses, costs or fees incurred by Claimant related to Claimant's alleged injuries, claims or lawsuit that may arise out of the claims released herein, including without limitation, all Medicare conditional payments, subrogation claims, liens, or other rights to payment, relating to any medical treatment or lost wages that have been or may be asserted by any health care provider, insurer, governmental entity, employer or other person or entity. Further, except as set forth in the first sentence of this paragraph, Claimant will indemnify, defend and hold Releasees harmless from any and all damages, claims and rights to payment, including any attorneys' fees, brought by any person, entity or governmental agency to recover any of these amounts.

14. Medical Bills, Liens, and Other Potential Rights for Reimbursement.

(a) Responsibility for Satisfaction of All Liens. Claimant represents and warrants that all bills, costs or liens resulting from or arising out of Claimant's alleged injuries, claims and/or the Action are Claimant's responsibility to pay. Claimant agrees to assume responsibility for satisfaction of any and all demands for payment, claims or liens of any kind, which arise from or are related to payments made or services provided to Claimant or on Claimant's behalf. Claimant agrees to assume responsibility for all expenses, costs or fees incurred by Claimant related to Claimant's alleged injuries, claims and/or the Action including without limitation, all Medicare conditional payments, subrogation claims, liens or other rights to payment, relating to medical treatment or lost wages that have been or may be asserted by any health care provider, insurer, governmental entity, employer or other person or entity. Further, Claimant and Claimant's attorney will indemnify, defend and hold Releasees harmless from any and all damages, claims and rights to payment, including any attorneys' fees, brought by any person, entity or governmental agency to recover any of these amounts.

(b) Good Faith Resolution. This settlement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. Section 1395y(b). The Parties resolved this matter in compliance with both state and federal law. The Parties made every effort to adequately protect Medicare's interest and incorporate such in the settlement terms.

(c) Representation that Claimant is Not a Medicare Beneficiary. Claimant and Claimant's Counsel warrant that Claimant is not a Medicare Beneficiary as of the date of this Agreement. Because the Claimant is not a Medicare recipient as of the date of this Agreement, no conditional payments have been made by Medicare.

(d) Representation that No Medicare Conditional Payments Exist; Best Efforts to Obtain Confirmation. Claimant and Claimant's counsel further represent and warrant that they are aware of no Medicare conditional payments that have been made on Claimant's behalf. The parties acknowledge and understand that any present or future action or decision by CMS or Medicare on this settlement, or Claimant's eligibility or entitlement to Medicare or Medicare payments, will not render this release void or ineffective, or in any way affect the finality of this liability settlement.

(e) Agreement to Indemnify, Defend, and Hold Harmless. Claimant will indemnify, defend and hold Releasees harmless from any and all claims, liens, Medicare

conditional payments and rights to payment, known or unknown. If any governmental entity, or anyone acting on behalf of any governmental entity, seeks damages, including multiple damages, from Releasees relating to payment by such governmental entity, or anyone acting on behalf of such governmental entity, relating to Claimant's alleged injuries, claims and/or the Action, Claimant will defend and indemnify Releasees and hold Releasees harmless from any and all such damages, claims, liens, Medicare conditional payments and rights to payment, including any attorneys' fees sought by such entities. Furthermore, Claimant represents and warrants that if any conditional payments related to the accident(s), injury(ies), or illness(es) giving rise to this settlement are or have been made by Medicare, then within sixty (60) days of the execution of this Agreement, Claimant shall reimburse Medicare for such conditional payments as required by Medicare Secondary Payer law, including Medicare regulations at C.F.R. § 411.24(g) and (h). The Parties agree that all representations and warranties made herein shall survive settlement.

15. Voluntary Agreement. This release in all respects has been voluntarily and knowingly executed by Claimant with the express intention of effecting the legal consequences provided in the California Civil Code section 1542, that is, the extinguishment of obligations herein designated.

16. Voluntary Assistance. Claimant agrees that he will not voluntarily aid or assist, either directly or indirectly, any individual or entity in the assertion or pursuit of any private claim or the prosecution of any private lawsuit, action, arbitration or judicial or administrative proceeding now existing or hereinafter arising against Respondents. Anything hereinabove to the contrary notwithstanding, nothing contained in this paragraph shall be construed to alter, diminish or limit Claimant's obligation to respond to any requests in the form of a subpoena, deposition notice, court order or otherwise requiring Claimant to appear at trial, hearing or deposition to give testimony.

17. Newly Discovered Facts. Claimant acknowledges that he may hereafter discover facts different from or in addition to those that he now knows of or believes to be true when he expressly agreed to assume the risk of the possible discovery of additional facts, and he agrees that this Agreement will be and remain effective regardless of such additional or different facts. Claimant expressly agrees that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown or unsuspected claims, demands, causes of action, governmental, regulatory or enforcement actions, charges, obligations, damages, liabilities, and attorneys' fees and costs, if any, as well as those relating to any other claims, demands, causes of action, obligations, damages, liabilities, charges, and attorneys' fees and costs specified herein.

18. No Assignment of Claims. Claimant expressly warrants that he has not transferred to any other person or entity any of the rights or causes of action released in this Agreement.

19. Entire Agreement. This Agreement embodies the entire agreement of all the parties hereto who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the parties to this Agreement except for any agreements Claimant may have signed during his employment regarding maintaining the confidentiality of proprietary or confidential information of Respondents. The parties to this Agreement each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement; that they have not executed this Agreement in reliance on any representation, inducement, promise, agreements,

warranty, fact or circumstances, not expressly set forth in this Agreement; and that no representation, inducement, promise, agreement or warranty not contained in this Agreement including, but not limited to, any purported settlements, modifications, waivers, or terminations of this Agreement, shall be valid or binding, unless executed in writing by all of the parties to this Agreement. This Agreement may be amended, and any provision herein waived, but only in writing, signed by the party against whom such an amendment or waiver is sought to be enforced.

20. Effect of Illegality. Should any part, term, or provision of this Agreement be declared or determined by any Court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions of this Agreement shall not be affected thereby. Said illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Agreement.

21. Fairness of Settlement. Claimant agrees that this settlement is fair, reasonable and adequate.

22. Attorneys' Fees. If any Party to this Agreement brings any sort of action to enforce any provision of this Agreement or for any breach of this Agreement, then the prevailing party in that action shall be entitled to recover reasonable attorneys' fees and costs incurred in such action.

23. Interpretation of Agreement. Claimant agrees that any legal rule to the effect that ambiguities shall be resolved against the drafting party shall not apply in any interpretation of this Agreement. Venue for any dispute regarding this Agreement shall be in the Superior Court of California, County of Madera.

24. Partial Invalidity. Should any portion, word, clause, phrase, sentence, or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

25. Governing Law and Jurisdiction. This Agreement shall be interpreted under the law of the State of California, both as to interpretation and performance.

26. Counterparts/Signatures. This Agreement may be executed by facsimile, email and/or electronically, in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or digital signature shall be treated as an original signature for all purposes. The Parties may use electronic signature technology to expedite the execution of this Agreement pursuant to California Civil Code section 1633.7. Electronic signatures shall be deemed originals.

[Signatures on following page]

I, having read the foregoing Settlement Agreement and Release of All Claims and knowing the contents thereof, am effecting this Settlement and executing this Release after having the opportunity to obtain legal advice from counsel, and I sign the same as my own free act.

Dated: 11/03/2023

E. Barajas
Enrique Barajas
Claimant

Dated: 11/13/23

[Signature]
Case Vlot
Respondent

Dated: 11/13/23

[Signature]
Darcy Vlot
Respondent

Dated: 11/13/2023

Vlot Calf Ranch, Inc.
Vlot Calf Ranch Inc.
By: [Signature], secretary