AMENDED REPRESENTATIVE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Amended Settlement Agreement and General Release of All Claims (the "Agreement") is made by and between Plaintiff JOSE FELIPE CHAVEZ ALCANTAR ("Plaintiff Alcantar") and Plaintiff MISAEL SUAREZ ("Plaintiff Suarez") (collectively, "Plaintiffs"), on behalf of themselves, all others similarly situated, and as representatives of the State of California as to the Aggrieved Employees (as defined in Section 3(a)(5) on the one hand, and AL PAK LABOR, INC. ("Defendant"), on the other hand, subject to approval by the Court. Plaintiffs and Defendant are referred to collectively as the "Parties" and may individually be referred to as a "Party." This Agreement is intended to resolve all disputes and extinguish those obligations described below.

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. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff Alcantar is a former non-exempt employee of Defendant. Plaintiff Alcantar was employed by Defendant from approximately April 1, 2021, through August 26, 2021. Plaintiff Suarez is a former non-exempt employee of Defendant, Plaintiff Suarez was employed by Defendant from approximately November 26, 2012, through February 2022.

(b) On May 9, 2022, Plaintiff Alcantar filed a Private Attorneys General Act ("PAGA") Complaint in Monterey County Superior Court, Case No. 22CV001257, entitled *Jose Felipe Alcantar v. Al Pak Labor, Inc. et al.*, the ("PAGA Action") asserting the following cause of action on an individual and representative basis against Defendants: (1) Claim for Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, Section 2698, *et seq.* Prior to filing the PAGA Action, Plaintiff Alcantar submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections as outlined in his PAGA Complaint, thereby initiating LWDA Case Number LWDA-CM-871432-22.

(c) On March 11, 2022, Plaintiff Suarez filed a Class Action Complaint in Monterey County Superior Court, Case No. 22CV000704, entitled *Misael Suarez v. Al Pak Labor, Inc., et al.*, (the "Class Action") asserting the following causes of action on a class or representative basis against Defendants: (1) Failure to Pay Overtime Wages; (2) Failure to Pay all Wages and Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Provide Proper Shade; (6) Failure to Provide Potable Drinking Water; (7) Failure to Timely Furnish Accurate Wage Statements; (8) Failure to Timely Pay Wages During Employment; (9) Waiting Time Penalties; (10) Failure to Reimburse Business Expenses; (11) Violations of Labor Code Section 1695.7; and (12) Violations of Business & Professions Code Section 17200 *et seq.*

(d) On June 8, 2022, Plaintiff Suarez filed a First Amended Complaint adding the following cause of action on an individual and representative basis against Defendants: (13) Penalties Pursuant to California Labor Code Section 2698 (PAGA). Prior to filing his First Amended Complaint adding the PAGA cause of action, Plaintiff Suarez submitted a letter to the LWDA, pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections as outlined in his First Amended Complaint, thereby initiating LWDA Case Number LWDA-CM-873103-22.

(e) On August 26, 2022, the Court granted Defendants' Motion to Compel Arbitration as to Plaintiff Suarez's individual claims, including his PAGA individual claims. The Court dismissed Plaintiff Suarez's Class Action Claims against Defendants. Finally, the Court stayed Plaintiff Suarez's group or representative PAGA claims, and all of Plaintiff Suarez's claims against the Defendants other than Al Pak Labor, Inc.

(f) On October 28, 2022, the Court granted Defendants' Motion to Compel Arbitration as to Plaintiff Alcantar's individual PAGA claims against Defendant Al Pak Labor, Inc. The Court stayed Plaintiff Alcantar's representative PAGA claims against Defendant Al Pak Labor, Inc., and all claims against the remaining Defendants.

(g) On October 31, 2022, Plaintiff Alcantar filled a First Amended Complaint adding additional facts in support of his claims.

(h) On or about February 2, 2023, Plaintiff Alcantar initiated his individual arbitration agreement as to his individual PAGA claims with JAMS, Case No. 5110000263.

(i) On or about July 18, 2025, Plaintiff Suarez filed a Notice of Dismissal as to all claims against Defendants ASA Farms Incorporated, Braga Fresh Foods, LLC., Braga Fresh Family Farms, Inc., Braga Ranch, Inc., Valley Farm Applications, and Sebastian Harvesting.

(j) On or about August 8, 2025, Plaintiff Alcantar filed a Notice of Dismissal as to all claims against Defendants ASA Farms, Incorporated, Braga Fresh Farms, Inc., Braga Fresh Foods, LLC, Braga Fresh Management, LLC, Braga Ranch, Inc. RJ Braga, LLC, Sebastian Harvesting. And Valley Farm Applications.

(k) Defendant denies all allegations in the Action, denies any failure to comply with the laws as identified in the Action, denies any failure to comply with the laws identified in Plaintiffs Alcantar and Suarez's respective actions/arbitration, and denies any and all liability for the causes of action alleged.

(l) On February 9, 2024, the Parties participated in a full-day mediation presided over by the well-respected Mark LeHocky, Esq. Despite diligent efforts, the Parties were unable to reach a settlement.

(m) On January 23, 2025, the Parties participated in the second all-day mediation presided over by Daniel J. Turner, Esq., a well-respected and experienced wage and hour mediator. While the Parties were not able to reach an agreement at this mediation, the Parties agreed to a mediator's proposal shortly thereafter.

(n) There has been no determination on the merits of the Action, but in order to avoid additional cost and uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Section 9(a) below).

2. **No Admission of Liability**. This Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration to Plaintiffs**.

(a) For and in consideration for Plaintiffs signing this Settlement Agreement and complying with its terms, within fourteen (14) days of the Effective Date of this Agreement as set forth in Paragraph 6 below (the "Due Date"), Defendant shall pay the maximum gross sum of One Million Dollars ($1,000,000) (the "Total Settlement Amount") to resolve the PAGA Action and Released Claims (as defined in Section 8(a) below), subject only to the potential pro-rata increase as described in Section 3(b) below. The Total Settlement Amount will be paid as follows:

1. Attorney Fees and Cost: Defendant agrees to pay Plaintiffs' counsel, Capstone Law APC, Bradley Grombacher LLP and Majarian Law Group APC a total of Three Hundred Thirty-Three Thousand Three Hundred Dollars ($333,333) in attorneys' fees and Fifty Thousand Dollars ($50,000) in litigation costs and expenses (collectively, "Attorneys' Fees and Costs").

2. Settlement Administration Costs: The costs and expenses of the administration of the settlement up to Ten Thousand Nine Hundred and Fifty Dollars ($10,950) ("Settlement Administration Costs") to ILYM Group (the "PAGA Settlement Administrator").

3. The amount stated in Sections 3(a)(1) - 3(a)(2) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after those deductions is referred to as the "Net Settlement Amount."

4. For a general release of all claims Plaintiffs may have against Defendant arising out of each's employment, Defendant agree to pay each Plaintiff the sum of Five Thousand Dollars ($5,000) ("General Release Payment"). The General Release Payment will be paid from the Total Settlement Amount. The General Release Payment will be treated and reported for tax purposes as a non-wage payment and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

5. Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period (the "Aggrieved Employees"). The period from March 3, 2021, through April 4, 2025, the "PAGA Period". The 25% portion of the Net Settlement Amount payable to the Aggrieved Employees is referred to as the "Employees' Portion."

6. The PAGA Settlement Administrator will mail each Aggrieved Employee a check for his or her share of the PAGA Penalties Fund along with an explanatory letter which is attached as Exhibit A. Checks will remain negotiable for 180 days. Funds represented by

settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 180 days after issuance will be tendered to the cy pres beneficiary Rancho Cielo, a social services center located in Salinas, California.

(b) The Aggrieved Employees are estimated to have worked a total of approximately 104,856 compensable pay periods during the "PAGA Period". In the event the number of pay periods worked by the Aggrieved Employees increase by more than 10% of this estimate, Defendant shall have the option of either: (i) increasing the Total Settlement Amount on a pro-rata basis equal to the percentage increase in the number of pay periods worked by the Aggrieved Employees above 10% (for example, if the number of pay periods increases by 11%, the Total Settlement Amount will increase by 1%), or (ii) shorten the release period to an earlier date at which only 104,856 pay periods plus an additional 10% are covered by the PAGA Period.

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One hundred percent (100%) of the payments for Attorneys' Fees and Costs, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

Plaintiffs acknowledge that Plaintiffs 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, Defendant 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 Plaintiffs and counsel who Plaintiffs may have retained and/or consulted with. By execution of this Agreement, Plaintiffs agree, acknowledge and represent that payment as set forth above is fully acceptable to Plaintiffs.

4. **Court Approval is Required.** Plaintiffs understand and agree that the State of California and Aggrieved Employees, including Plaintiffs, would not receive the consideration specified in Section 3(a) above, except for both of the Plaintiffs execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursement of Settlement Funds.**

(a) Subject to Section 4 above, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully above in Section 3(a) above, within fourteen (14) calendar days after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement, whichever is later.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

6. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement this Settlement and terminate the Action pursuant to this Settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiffs. Plaintiffs shall provide a draft of the motion and proposed order to Rebecca Hause-Schultz, and Corey Watkins of Fisher & Phillips LLP ("Defendant's Counsel") for review; Defendant's Counsel will be given an opportunity to comment on the papers prior to them being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

7. **Payment of Total Settlement Amount/Notice to Recipients**

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within fourteen (14) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked between March 3, 2021, and April 4, 2025, the "PAGA Period," which will be calculated by the PAGA Settlement Administrator based on Defendants records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked during the PAGA Period by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees during the PAGA Period, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

1. One hundred percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any

deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, and in a certified translated Spanish copy in addition to the English version, in substantially the form attached hereto as "Exhibit A", in the following manner:

1. No later than fourteen (14) calendar days after the Court's order granting approval of the Settlement, Defendants shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) the number of Compensable Pay Periods he or she worked during the PAGA Period. This information is being provided confidentially to the PAGA Settlement Administrator only, and the PAGA Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the Aggrieved Employees. This information is to be used only to carry out the PAGA Settlement Administrator's duties as specified in this Agreement.

2. The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List, and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search.

3. No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

4. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (180) calendar days, and thereafter, funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 180 days after issuance will be tendered to the cy pres beneficiary Rancho Cielo, a social services center located in Salinas, California.

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiffs' Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement

Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

8. **Taxes Indemnification.** Plaintiffs hereby represent and warrant that Plaintiffs shall be solely responsible for the payment of any and all federal, state and local income taxes that are required to be paid to the State of California, the United States Government, or any other entity as a result of this settlement. Plaintiffs acknowledge and agree 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 Plaintiff or Plaintiff's 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.

9. **Release of Claims by Plaintiffs, Aggrieved Employees, and the State of California.**

(a) Upon the date the Court has entered an order approving the Settlement Agreement **and** full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiffs and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendant, including Defendant's parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the PAGA Claims in the Action and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698 *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Action, including but not limited to PAGA Claims for alleged violations of (1) Failure to Pay Wages Including Overtime; (2) Failure to Pay Wages including Minimum Wages; (3) Failure to Provide Meal Periods, (4) Failure to Provide Rest Periods, (5) Failure to Provide Proper Shade; (6) Failure to Provide Potable Drinking Water; (7) Failure to Timely Furnish Accurate Itemized Wage Statements; (8) Failure to Pay Timely Wages, (9) Waiting time Penalties; (10) Failure to Reimburse Business Expenses; (11) Violations of Labor Code Section 1695.7; and (12) Unfair Competition codified as Labor Code section 201-203, 205, 510, 512, 516, 558, 226, 226.3, 226.7, 1174, 1174.5, 1175, 1182, 1194, 1197, 1197.1, 1198, 1695.7, 2441, and 2698 *et seq.*, applicable IWC Wage Orders, California Code of Regulations, Title 8, section 3395, 11000 *et seq.*, and Business and Professions Code Section 17200 *et seq.*, as well as all PAGA claims that could have been plead arising out of the same operative facts. Plaintiffs, on behalf of themselves and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, reasonably related to, or reasonably could have been alleged, based on the facts stated in the PAGA Notice.

Plaintiffs agree not to participate, as to any released claims against any of the Releasees, in any class, collective, or representative action (including, but not limited to, as a class representative and/or a named representative in a suit brought under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code § 2698 *et seq.*, or California's

Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*). To the extent Plaintiff is awarded any monetary or other relief as a result of any claims, actions, administrative, or other proceedings involving released claims against any of the Releasees, Plaintiffs waive the right to such relief, and agrees to promptly return any monies that are so awarded or paid to them, to the respective Releasees who were ordered or otherwise required to pay such monies.

10. **Waiver of Section 1542.** Plaintiffs hereby state that it is their 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. The Parties hereby expressly waive and relinquish all rights and benefits, if any, arising under the provisions of Section 1542 of the Civil Code of the State of California, which 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 OR RELEASED PARTY.**

11. **Non-Disparagement.** Plaintiffs agree and promise that Plaintiffs will not undertake any harassing or disparaging conduct directed at Defendant, or any parent, subsidiary, affiliate or employee of Defendant, and that Plaintiffs will refrain from making any negative, detracting, or derogatory statements about Defendant. Plaintiffs further agree 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 Defendant, except in those circumstances in which Plaintiffs are obligated to provide information in response to an investigation by a duly authorized governmental entity or in connection with a legal proceeding in which Plaintiffs are compelled to provide information under state or federal law.

12. **Confidentiality of Agreement.** The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiries, or have any communication with the press about the fact, amount, or terms of this Settlement. In addition, the Parties and their counsel agree that they will not engage in any advertising or distribute any marketing materials relating to this Settlement in any manner that identifies Defendants, including but not limited to any postings on any websites maintained by Plaintiffs' Counsel. Neither Plaintiffs nor Plaintiffs' Counsel will discuss the terms or the fact of the Settlement with third parties other than (1) their immediate family members, (2) their respective accountants or lawyers as necessary for tax purposes; or (3) other Aggrieved Employees. Nothing in this paragraph will prevent Plaintiffs' Counsel from discussing information in the public record about the case and settlement in court filings for purposes of proving either adequacy as counsel, or for seeking court approval of other settlements.

13. **Liens or Assignments.** Plaintiffs represent and warrant that any other bills, costs or liens resulting from or arising out of Plaintiffs' alleged injuries or claims released in this Agreement are Plaintiffs' responsibility to pay. Plaintiffs agree 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 Plaintiffs or on Plaintiffs' behalf related to all claims released pursuant to this Agreement. Plaintiffs agree to assume responsibility for all expenses, costs or fees incurred by Plaintiffs related to Plaintiffs' 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, Plaintiffs 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. **Injunctive Relief for Breach of this Agreement.** The Parties acknowledge and agree that the Parties could be irreparably harmed by the other's breach of the Confidentiality provisions of this Agreement. The Parties expressly waive any claim or defense asserting that the Parties have an adequate remedy at law for any breach by the other Party of the Confidentiality provisions of this Agreement. The Parties agree that, in the event of an actual or threatened breach of this Agreement by the other Party, the Parties shall be entitled to immediate injunctive relief, including, but not necessarily limited to, a restraining order to enjoin or otherwise prevent or limit such breach. The Parties agree that the Parties shall be entitled to such injunctive relief without the necessity of posting any bond, the necessity of which is hereby waived. The Parties agree that such injunctive relief shall not be deemed to be the exclusive remedy for the Parties' actual or threatened breach of this Agreement but shall be in addition to any and all other remedies available at law or in equity.

15. **Voluntary Agreement.** This release in all respects has been voluntarily and knowingly executed by Plaintiffs 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.** Plaintiffs agree that they 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 Defendant. Anything hereinabove to the contrary notwithstanding, nothing contained in this paragraph shall be construed to alter, diminish or limit Plaintiffs' obligation to respond to any requests in the form of a subpoena, deposition notice, court order or otherwise requiring Plaintiffs to appear at trial, hearing or deposition to give testimony.

17. **Newly Discovered Facts.** Plaintiffs acknowledge that Plaintiffs may hereafter discover facts different from or in addition to those that Plaintiffs now know of or believe to be true when Plaintiffs expressly agreed to assume the risk of the possible discovery of additional facts, and Plaintiffs agree that this Agreement will be and remain effective regardless of such additional or different facts. Plaintiffs expressly agree 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.** Plaintiffs expressly warrant that Plaintiffs have not transferred to any other person or entity any of the rights or causes of action released in this Agreement.

19. **Amended Complaints.** As part of this Settlement Agreement, Plaintiff agree to file an amended complaint that that includes all the allegations in both *Alcantar v. Al Pak Labor, Inc., et al.* (Case No. 22CV001257) and *Suarez v. Al Pak Labor, Inc., et al.* (Case No. 22CV000704).

20. **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 Plaintiffs may have signed during their employment regarding maintaining the confidentiality of proprietary or confidential information of Defendant. 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.

21. **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.

22. **Fairness of Settlement.** Plaintiffs agree that this settlement is fair, reasonable, and adequate.

23. **Interpretation of Agreement.** Plaintiffs agree 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 Monterey

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. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

27. **Effective Date.** The Effective Date of this Agreement is the date that Plaintiffs execute this Agreement.

28. **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.

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.

Firmado por:
0824AEE9B9AD40A...

Dated: 10/7/2025 ______________________

Plaintiff JOSE FELIPE CHAVEZ ALCANTAR

Dated: ______________________

Plaintiff MISAEL SUAREZ

Dated: ______________________

Defendant AL PAK LABOR, INC
Name:
Title:

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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: ______________________

____
Plaintiff JOSE FELIPE CHAVEZ ALCANTAR

Firmado por:
Suarez, Misael
B14AFF08DF844AA...

Dated: 10/6/2025

Plaintiff MISAEL SUAREZ

Dated: ______________________

____
Defendant AL PAK LABOR, INC
Name:
Title:

Exhibit A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: Payment From Al Pak Labor, Inc. PAGA Settlement

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuits entitled *Alcantar v. Al Pak Labor, Inc.*, No. 22CV001257 (Monterey County Superior Court) and *Suarez v. Al Pak Labor, Inc.*, No. 22CV000704 (Monterey County Superior Court) (collectively, the "Actions").

The Actions were filed against Defendant Al Pak Labor, Inc. ("Defendant") pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA"). The Actions were brought by former employees of Defendant on behalf of the State of California and all allegedly "aggrieved employees" of Defendant. You have been identified as one of the employees on whose behalf the Actions were brought.

The Plaintiffs in the Actions claimed that Defendant owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendant denies that it violated the Labor Code or California Wage Orders. Moreover, in agreeing to this settlement, Defendant does not admit that it is liable in any way for any penalties.

The Court has not ruled on the merits of the Actions but it has approved the settlement of PAGA civil penalties, of which 75% will be paid to the California Labor and Workforce Development Agency, and the remaining 25% will be paid to aggrieved employees. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties.

Aggrieved employees, other than Plaintiffs, will not be deemed to have released any individual wage and hour claims based on alleged violations of the Labor Code or of a California Wage Order, for which they have a private right of action, by virtue of the Settlement.

You are not a party to this lawsuit, but you and the government will be bound by the settlement in this matter as to civil penalties. If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter).

Very Truly Yours,

[Administrator]

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<DIRECCIÓN 1>><<DIRECCIÓN 2>>

Asunto: Pago de Al Pak Labor, Inc. del Acuerdo PAGA

Estimado(a) <<FIRST_NAME>> <<LAST_NAME>>:

Adjunto encontrará un cheque a su favor. Este es su pago derivado del acuerdo alcanzado en las demandas tituladas *Alcantar v. Al Pak Labor, Inc.*, No. 22CV001257 (Tribunal Superior del Condado de Monterey) y *Suarez v. Al Pak Labor, Inc.*, No. 22CV000704 (Tribunal Superior del Condado de Monterey) (conjuntamente, las "Demandas").

Las Demandas fueron presentadas contra el Demandado, Al Pak Labor, Inc. ("Demandado"), conforme a la Ley de Abogados Privados de 2004 de California, Código Laboral sección 2698 y siguientes (conocida como "PAGA"). Las Demandas fueron interpuestas por exempleados del Demandado en nombre del Estado de California y de todos los presuntos "empleados agraviados" del Demandado. Usted ha sido identificado como uno de los empleados en cuyo nombre se interpusieron dichas Demandas.

Los Demandantes en las Demandas alegaron que el Demandado debía sanciones civiles recuperables bajo la PAGA por presuntas violaciones del Código Laboral de California y de las Órdenes Salariales de California. El Demandado niega haber violado el Código Laboral o las Órdenes Salariales de California. Además, al aceptar este acuerdo, el Demandado no admite responsabilidad alguna respecto de dichas sanciones.

El Tribunal no se ha pronunciado sobre el mérito de las Demandas, pero ha aprobado el acuerdo relativo a sanciones civiles conforme a la PAGA, del cual el 75 % será destinado a la Agencia de Desarrollo Laboral de California y el 25 % restante será distribuido entre los empleados agraviados. En virtud del acuerdo, se adjunta un cheque correspondiente a su parte de dichas sanciones civiles.

Los empleados agraviados, distintos de los Demandantes, no perderán, por virtud del Acuerdo, su derecho a presentar reclamaciones individuales en materia de salarios y horas basadas en presuntas violaciones del Código Laboral o de una Orden Salarial de California, siempre que dichas reclamaciones puedan ejercerse mediante una acción privada.

Usted no es parte formal en estas demandas; sin embargo, tanto usted como el gobierno quedarán vinculados por el acuerdo en lo relativo a sanciones civiles. Si tiene alguna pregunta, puede comunicarse con el administrador del acuerdo (cuyos datos de contacto aparecen al inicio de esta carta).

Atentamente,

[Administrador]