EXHIBIT C

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

SJC Produce, Inc, dba Green Island Produce, Inc. ("Company") on the one hand, and [EMPLOYEE NAME] ("Employee") on the other hand, have entered into this Settlement Agreement and Release of Claims ("Release") to settle any and all claims Employee may have against Company as described below. Company and Employee may each be referred to herein individually as a "Party" and collectively as the "Parties."

The Parties agree to two release payments: (1) $___ for a PAGA Payment, and (2) $___ for a Special Payment, as follows:

(a) *PAGA Payment for Release PAGA Claims in the Lawsuit*:

(1) ***Amount of Payment:*** In exchange for the below PAGA Release, and in compromise of the good-faith dispute over whether Company owes any penalties under the Private Attorneys General Act (PAGA) to Employee based on whether Employee was paid properly and timely for all hours worked (including minimum wage and overtime) and whether Employee is owed any premiums, payments, damages, liquidated damages, unreimbursed business expenses, interest, penalties, attorneys' fees, or any other claims or damages as a result of Employee's work for Company, as claimed in the complaint captioned ***Mario Racho v. SJC Produe [sic], Inc. dba Green Island Produce, Inc.***, Case No. 22AHCV00611, filed in the Superior Court of the State of California, Los Angeles County, on August 26, 2022 ("Lawsuit"), Employee will receive a "PAGA Payment" in the gross amount of **___________ dollars ($____.00)** (the "PAGA Payment"), which will be paid as an IRS Form 1099 payment, if: (1) Employee signs and returns this Release to Company, and if (2) the Court in the Lawsuit approves this Release to settle Employee's PAGA Claims against the Company. Employee agrees to assume any tax obligations or consequences of this Special Payment, and shall not seek indemnification from Company. By signing this Release, Employee represents and affirms that Employee is willing to serve as the representative for the California Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, in the Lawsuit or other civil action on behalf of Employee and other current and former employees, if necessary for the purposes of securing the Court's approval of this Release of claims in the Lawsuit, and that Employee is willing to be declared to be such representative upon the Court's approval based on this Release alone without the necessity of any other filing.

(2) ***Timing and Conditions of Payment and Settlement:*** If Employee signed and returns this Release, and the Court in the Lawsuit approves this Release, the PAGA Payment will be paid to Employee within 10 business days after the Court's final approval of Settlement becomes final and non-appealable; or if there is an appeal then it will be paid within 10 business days after the latest of the date that the Court's ruling is on appeal, or the date of dismissal of such appeal, or the expiration of the time to file a petition to the California Supreme Court; or if a petition is filed to the Supreme Court, then it will be paid within 10 business days after be the date of denial of the petition or the date the Court's ruling is affirmed pursuant to the petition.

(3) ***Claims Released in Exchange for PAGA Payment***: By signing and returning this Agreement to accept the PAGA Payment, Employee agrees to release, acquit, and forever discharge Company and all of Company's past, present, and future parent companies, subsidiaries, affiliates, joint venturers, predecessors, successors, assigns, and any of their current or former officers, directors, agents, employees, independent Employees, owners, shareholders, representatives, attorneys, insurers, and each of them ("Releasees") from any and all claims for penalties under the Private Attorneys General Act (PAGA) to Employee based on whether Employee was paid properly and timely for all hours worked (including minimum wage and overtime) and whether Employee is owed any premiums, payments, damages, liquidated damages, unreimbursed business expenses, interest, penalties, attorneys' fees, or any other claims or damages as a result of Employee's work for Company, as claimed in the Lawsuit ("PAGA Release").

(b) *Special Payment for General Release of All Claims Except PAGA*:

(1) ***Amount of Payment:*** In exchange for the below General Release of all claims except PAGA, and in compromise of the good-faith dispute over whether Employee is owed any wages, premiums, payments, bonuses, commissions, damages, liquidated damages, unreimbursed business expenses, interest, penalties, attorneys' fees, or any other claims or damages as a result of Employee's work for Company, Employee will receive a special payment in the gross amount of ____________ dollars ($____.00) (the "Special Payment"), which will be paid as an IRS Form 1099 payment. Employee agrees to assume any tax obligations or consequences of this Special Payment, and shall not seek indemnification from Company.

(2) ***Timing and Conditions of Payment and Settlement:*** The amount of this Special Payment is provided in an enclosed check along with this Release. <u>Employee understands that cashing, depositing or negotiating the Special Payment check effectuates the below General Release of all claims except PAGA</u>, including claims under the Federal Fair Labor Standards Act, even if Employee does not sign and return this Release. It is not necessary that Company sign this Release for it to become binding on both Employee and Company as to the Special Payment.

(3) ***Claims Released in Exchange for Special Payment***: By accepting the Special Payment, Employee agrees to release, acquit, and forever discharge Company and all of Company's past, present, and future parent companies, subsidiaries, affiliates, joint venturers, predecessors, successors, assigns, and any of their current or former officers, directors, agents, employees, independent Employees, owners, shareholders, representatives, attorneys, insurers, and each of them ("Releasees") from any and all actions, causes of action, rights, rights of action, rights in indemnity, rights of subrogation, rights to contribution, remedies, grievances, claims, liabilities, suits, obligations, debts, attorneys' fees, costs, expenses, liens, accounts, and demands, in law or in equity or otherwise, known or unknown, suspected or unsuspected, matured or not matured, of any kind or nature whatsoever, based on any act, omission, event, occurrence, or nonoccurrence at any time prior to the date Employee enters into this Release by cashing/depositing/negotiating the Special Payment, including all claims arising out of or relating to Employee's engagement with Company and the termination thereof (if Employee is no longer engaged with Company),

all claims under the California Government Code, California Business and Professions Code, California Fair Employment and Housing Act, California Code of Civil Procedure, and California Labor Code (other than the above-mentioned PAGA Claims in the Lawsuit). This Release is intended to resolve any and all disputes of the Employee that exist or could exist against Releasees that can be validly released up through the date Employee cashes/deposits/negotiates the Special Payment. This Release is intended to resolve any and all disputes of the Employee that exist or could exist against Releasees that can be so validly released. Accordingly, this Release does NOT release claims that cannot be released by Employee as a matter of law, including but not limited to Employee's right to file a charge with or participate in a charge by the Department of Fair Employment and Housing or any other federal, state, or local administrative body or government agency authorized to enforce laws related to employment (with the understanding that Employee's release of claims bars Employee from recovering monetary relief from Company or any Releasee in connection with such charge), claims for Workers' Compensation, unemployment compensation, or state disability insurance benefits pursuant to the terms of applicable state law.

Employee's Release in exchange for the Special Payment includes claims that Employee does not know or suspect to exist in Employee's favor when signing this Release, regardless of whether knowledge of any such claims or facts upon which they might be based would materially affect the terms of this Release. Employee agrees that the Special Payment is given for Employee's release of any such unknown claims, despite the fact that California Civil Code section 1542 may provide otherwise. Employee expressly waives any right or benefit under section 1542, which states:

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.

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release, Employee expressly acknowledges that this Release in exchange for the Special Payment is intended to include in its effect, without limitation, all claims that Employee knows of, does not know or suspect to exist in Employee's favor against Releasees, or any of them, at the time of execution hereof, and that this Release contemplates the extinguishment of any such claims.

(c) ***Non-admission of Liability/Bona Fide Dispute*****:** This Release is a compromise of a bona fide dispute, and is not an admission of wrongdoing by Company. Employee acknowledges that Company has paid Employee all undisputed earned and owed wages, premiums, payments, and business expense reimbursement monies due. Employee acknowledges that Employee would not be entitled to additional compensation from Company absent entering into this Release.

(d) ***Voluntariness of Release*****:** Company has advised Employee to read this Release and carefully consider all of its terms before signing it. Company has given Employee ten days to review this release which is adequate time within which to consider this Release, and may execute this Release at any time prior to the conclusion of this period. Company has, in writing, advised Employee to discuss this Release with Employee's own attorney (at Employee's own expense) or with attorneys representing the alleged aggrieved Employee in the Lawsuit if Employee desired to do so. Employee understands that Employee may communicate with the Company about this Release and ask the Company questions about the Release or terms of the Payments. Employee has carefully read this Release, fully understands what it means, and is entering into it freely and voluntarily free of any duress or coercion, based on Employee's own judgment and not on any representations or promises made by Company other than those contained in this Release.

(e) ***Entire Agreement:*** This Release contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments and understandings related hereto are hereby merged herein. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any Party. No other agreement not specifically referred to herein oral or otherwise shall be deemed to exist or to bind any of the Parties. This Release may be amended or modified only by a writing signed by the Parties.

(f) ***Severability:*** Should any provision of this Release be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions shall not be affected and said illegal, unenforceable or invalid part, term, or provision shall be deemed not to be part of this Release.

(g) ***Binding Agreement:*** This Release shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

(h) ***Choice of Law:*** This Release is entered into pursuant to the laws of the State of California and shall be interpreted pursuant to those laws.

(i) ***Authority to Execute Release:*** Employee represents and warrants that Employee has authority to execute this Release to bind Employee and to receive the proceeds of this Release to the exclusion of any other party. Employee further represents and warrants that Employee has not assigned, pledged or transferred in any way, whether in writing or orally, Employee's right, title and interest in the claims, demands, damages or causes of action disposed of by this Release.

(j) ***Federal Age Discrimination in Employment Act ("ADEA") Review and Revocation Period*****:** This Release constitutes a knowing and voluntary waiver of any and all rights or claims that Employee has or may have under the federal Age Discrimination in Employment Act (the "ADEA"), as amended by the Older Workers' Benefit Protection Act of 1990, 29 U.S.C. §§ 621 *et seq*. Employee acknowledges and agrees that Employee has been given twenty-one (21) days to review this Release and may execute this Release at any time prior to the conclusion of this period. If Employee decides not to use all 21 days, Employee knowingly and voluntarily waives any claims that Employee was not given the 21-day period or did not use the entire 21 days to consider this Release. Employee may revoke this Release at any time within the seven (7) days following the date: (1) Employee signs this Release, (2) deposits or cashes the Special Payment, and/or (3) negotiates the Special Payment, by providing written notice of revocation to Company at: SJC Produce, Inc, dba Green Island Produce, Inc., Attn: Janet Trieu, 4423 Hawthorne Ave, Vernon, CA 90058, so that such written notice is received before the 7-day revocation period expires. Employee understands that the right of revocation set forth in this section applies only to the release of any claim under the ADEA. If Employee elects to revoke this Release for ADEA claims, Company will have the option to: (i) enforce this Release in its totality per its terms, excluding waived ADEA claims, or (ii) rescind the entire Release. Employee acknowledges that this paragraph and this Release are written in a manner calculated to be understood by Employee.

PLEASE READ THIS ENTIRE RELEASE CAREFULLY. (1) BY CASHING/DEPOSITING/ NEGOTIATING THE SPECIAL PAYMENT AND/OR SIGNING THIS RELEASE, EMPLOYEE AGREES TO RESOLVE AND RELEASE ANY AND ALL KNOWN AND UNKNOWN CLAIMS EMPLOYEE MAY HAVE AGAINST COMPANY OTHER THAN PAGA CLAIMS. (2) TO RECEIVE THE PAGA PAYMENT, EMPLOYEE MUST SIGN AND RETURN THIS RELEASE TO COMPANY AND THE COURT MUST APPROVE THE RELEASE, AND EMPLOYEE AGREES BY SIGNING AND RETURNING THIS RELEASE TO RESOLVE AND RELEASE PAGA CLAIMS.

[EMPLOYEE NAME]

___________________________________ __________________

Employee Signature Date