

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is made and entered into by and between Maria Dolores Flores ("Flores" or "Plaintiff") and Sunview Vineyards of California, Inc. ("Sunview" or "Defendant") (collectively the "Parties"):

WHEREAS,

A. Plaintiff is currently employed by Sunview.

B. Plaintiff has agreed to voluntarily resign her employment with Sunview;

A. On August 17, 2022, Plaintiff filed a Complaint individually and on behalf of all others similarly situated against Sunview in the Superior Court of California, County of Kern, captioned, *Maria Dolores Flores v. Sunview Vineyards of California, Inc.*, Case No. BCV-22-102143. On October 18, 2022, Plaintiff filed a First Amended Complaint, asserting the following causes of action: (1) Failure to pay minimum wages; (2) Failure to pay overtime wages; (3) Failure to provide meal periods; (4) Failure to permit rest breaks; (5) Failure to provide accurate itemized wage statements; (6) Failure to pay wages timely during employment; (7) Failure to pay all wages due upon separation of employment; (8) Violation of Business and Professions Code §§ 17200, *et seq.*; and Enforcement of Labor Code § 2698 *et seq.* (the Private Attorneys General Act of 2004) (the "Lawsuit").

B. Sunview has denied, and continues to deny, the allegations raised by Plaintiff in the Lawsuit.

C. The Parties now desire to resolve fully and finally any and all claims and disputes by Plaintiff against Sunview, including, but not limited to, the claims raised in the Lawsuit and any claims related in any way to Plaintiff's employment with Sunview.

D. Plaintiff is represented by Fawn F. Bekam of Aegis Law, in connection with her claims against Sunview. Plaintiff represents that she is satisfied that her counsel has used her best efforts to pursue and resolve Plaintiff's claims in a manner that is fair and in her best interests.

E. Plaintiff and Sunview desire to settle and resolve, fully and finally, all claims that Plaintiff may have against the Releasees (as defined in Paragraph 4 below), including, but in no way limited to, the claims alleged in the Lawsuit. This includes settlement and resolution of Plaintiff's individual Private Attorneys General Act ("PAGA") claims and her ability and standing to prosecute any PAGA representative action. However, this settlement is not intended to, and shall not, have any impact on the PAGA claims of other employees or any impact on Plaintiff's ability to receive any civil penalties that may be awarded and/or paid to her as a result of any PAGA representative action against Sunview prosecuted by any other employee(s).

F. Plaintiff and Sunview each view this settlement as advantageous. Plaintiff and Sunview each face risks in litigating the disputes between them. The Parties wish to avoid lengthy, costly, and time-consuming litigation and wish to obtain full, final, and complete settlement of all claims that Plaintiff may have against the Releasees. Plaintiff represents that she has discussed all aspects of her claims and this Agreement with her counsel, has been fully

Plaintiff's Initials: ME

advised by her counsel as to her rights, understands that she is waiving significant legal rights by signing this Agreement, and enters into this Agreement voluntarily, with a full understanding of the Agreement and all of its terms.

G. Plaintiff and Sunview acknowledge that the execution of this Agreement is the result of compromise and arms-length adversarial negotiations between the Parties, that this Agreement is entered into in good faith by the Parties, and that this Agreement shall never be considered at any time or for any purpose as an admission of any liability by Sunview.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. **Non-Admission of Liability.** This Agreement is not intended by the Parties to be, and shall not in any way be construed as, an admission by Sunview that it or any of its owners, officers, directors, shareholders, employees, parents, subsidiaries, affiliates, or agents, has acted wrongfully with respect to Plaintiff or any other person, or that Plaintiff has any rights whatsoever against Sunview. Sunview specifically disclaims that it, or any of its owners, officers, directors, shareholders, employees, parents, subsidiaries, affiliates, or agents has any liability to, or has engaged in any wrongful acts against, Plaintiff or any other person.

2. **Consideration.** In exchange for Plaintiff's execution of and adherence to the terms of this Agreement, including the releases and waivers set forth herein, Sunview will pay the total gross sum of [REDACTED] ("Settlement Payment"). This total gross amount shall be allocated as follows:

2.1 A check in the gross amount of [REDACTED] less all applicable withholdings and tax deductions, payable to "Maria Dolores Flores," representing the compromise resolution of claims for alleged unpaid wages. Sunview will issue an IRS Form W-2 to Plaintiff with respect to this payment.

2.2 A check in the amount of [REDACTED] payable to "Maria Dolores Flores," representing the compromise resolution of claims for alleged non-wage damages, including penalties and statutory interest. Sunview will issue an IRS Form 1099 to Plaintiff with respect to this payment.

2.3 A check in the amount of [REDACTED] payable to "Aegis Law Firm, PC" representing the compromise resolution of claims for alleged attorney's fees and costs incurred by Plaintiff. Sunview will issue applicable IRS Form(s) 1099 with respect to this payment.

Delivery of the settlement checks is expressly conditioned upon: (a) Sunview first receiving from Plaintiff's counsel, (1) this Agreement executed and dated by Plaintiff and approved as to form and content by Plaintiff's counsel; (2) a signed and dated IRS W-9 form from Plaintiff; (3) a signed and dated IRS W-9 form from counsel for Plaintiff; and (4) the signed and dated Stipulation for Court Approval of Settlement of Civil Action Filed Pursuant to PAGA; and (b) the Court entering an order granting the Parties' Stipulation For Court Approval of Settlement of Civil Action Filed Pursuant to PAGA and dismissing the Lawsuit as to all claims. Plaintiff

agrees to authorize her attorney to execute the above-specified documents and to provide said executed documents to attorneys for Sunview for filing in the Kern County Superior Court. Provided the above conditions are met, Sunview will deliver the Settlement Payment to Plaintiff's counsel no later than twenty-one (21) days after the Effective Date (defined below).

Plaintiff and her counsel acknowledge and agree that Sunview has made no representations to either of them regarding the tax consequences of any amounts they will receive pursuant to this Agreement. Plaintiff expressly acknowledges and warrants that she is, and shall be, responsible for all federal, state, and local tax liabilities that may result from the payments described in this Section and she warrants that Sunview shall bear no responsibility for any such tax liabilities. Plaintiff further agrees and acknowledges that, solely with respect to the amount of the settlement checks made to her for which no withholdings or deductions will be made, she shall indemnify and hold harmless Sunview for any possible federal, state, or local tax liabilities resulting from the failure to withhold and deduct from such payments, and that she shall reimburse any taxes, interest and/or penalties assessed against Sunview for any such tax liabilities caused by the failure to withhold and deduct from such payment.

3. **Separation.** As a material term of this Agreement, Plaintiff agrees to voluntarily resign her employment with Sunview effective twenty-one (21) days after the Effective Date ("Separation Date"), subject to the terms of this Agreement. Upon Plaintiff's Separation Date, Plaintiff will receive all earned but unpaid compensation, including the value of Plaintiff's accrued but unused vacation or Paid Time Off ("PTO") (if applicable), in her final paycheck on her Separation Date.

4. **Release.** Plaintiff hereby releases and forever discharges Sunview and all of its owners, parents, divisions, subsidiaries, affiliates, related entities, and their predecessors, successors, and past and present officers, directors, shareholders, employees, agents, partners, attorneys, benefit plans, insurers, and representatives (hereinafter "Releasees"), from any and all claims, whether known or unknown, and whether anticipated or unanticipated, including unknown claims covered by California Civil Code Section 1542, as quoted in Section 6, below, that accrued or accrue through the date on which Plaintiff signs this Agreement, including but not limited to any claims for alleged: failure to pay all wages and other compensation, failure to pay minimum wages, failure to pay overtime and double time, failure to pay for all hours worked, failure to timely pay final or other wages, failure to provide meal periods and/or rest breaks, failure to pay premium pay for missed meal periods and/or rest breaks, failure to reimburse and/or indemnify for expenses, failure to pay split shift premiums, failure to pay reporting time pay, unauthorized or unlawful deductions from wages, and/or failure to keep and furnish accurate itemized wage statements, wages, overtime pay, minimum wages, premium pay, penalties, and/or liquidated damages under the FLSA, California's Industrial Welfare Commission Wage Orders, and/or claims under the California Labor Code, including claims for penalties on behalf of Plaintiff under the Private Attorneys General Act, 2698 *et seq.*, claims under any and all city and county living wage ordinances, any waiting time penalties that could have been sought, other penalties, tort claims, contract claims, equitable claims, breach of fiduciary duty claims, ERISA claims, wrongful termination claims, discrimination claims, public policy claims, retaliation claims, constructive discharge claims, negligent hiring claims, failure to provide reasonable accommodation claims, failure to engage in the interactive process claims, failure to prevent discrimination claims, failure

to prevent retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance covering or relating to employment, including but not limited to the California Government Code, including the Fair Employment and Housing Act and the California Family Rights Act, the California Business & Professions Code, the California Civil Code, Title VII of the Civil Rights Act of 1964, the Worker Adjustment and Retraining Notification Act, and the Family and Medical Leave Act of 1993, and all claims covering or relating to alleged discrimination in employment including race, color, religious creed, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, harassment, or retaliation, punitive damages claims, claims for interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief.

4.1 As part of the general release of all claims, Plaintiff is expressly releasing and waiving any and all claims brought and/or raised by her under the PAGA and is settling her individual PAGA claims and ability and standing to prosecute a PAGA representative action. As a condition of this Agreement, Plaintiff represents and agrees that she will not prosecute, proceed with, or initiate any action against Releasees under or based upon the PAGA and further agrees that she is not an "aggrieved employee" within the meaning of the PAGA and lacks standing to pursue any PAGA claims against any Releasees. This Agreement does not release, waive, or represent any type of judgment as to potential claims for penalties under the PAGA on behalf of employees of Sunview *other than* Plaintiff. This Agreement also does not impact or diminish in any way Plaintiff's ability to receive any civil penalties that may be awarded and/or paid to her as a result of any PAGA representative action against Sunview prosecuted by any other employee(s).

4.2 The release of claims does not apply to any claim that, as a matter of law, cannot be released by a private or court-approved agreement including, but not limited to, any claim(s) Plaintiff may have for: (i) unemployment benefits pursuant to the terms of applicable law (to the extent available to Plaintiff under applicable law); (ii) workers compensation insurance benefits pursuant to Division 4 of the California Labor Code or a comparable and applicable state law, under the terms of any workers compensation insurance policy or fund of the Defendant; (iii) any benefit entitlements vested as of Plaintiff's termination date, pursuant to the written terms of any applicable benefit plan sponsored by the Defendant; (iv) claims for enforcement of this Agreement; and (v) any claims that, as a matter of applicable law, are not waivable.

5. **Court Approval of Settlement and Dismissal of Action.** The Parties agree to submit to the Court a Stipulation for Court Approval of Settlement of Civil Action Filed Pursuant to PAGA and Proposed Order for approval of the settlement as to: (a) Plaintiff's dismissal with prejudice of her individual claims, (b) Plaintiff's dismissal with prejudice of her individual PAGA claim, as to herself; and (3) Plaintiff's dismissal without prejudice of the PAGA claim on behalf of other employees of Sunview. The Parties will cooperate in submitting any documents required by the Court to obtain approval of the settlement as required by California law, including if necessary, a supporting declaration from Plaintiff's counsel. If the Court declines to dismiss the entire Action in the manner sought by the Parties, this Agreement shall be null and void. The Parties agree that the Court's entry of the Order of dismissal as requested herein is a material

condition of the settlement and a condition precedent to payment of the Settlement Payment by Sunview.

6. **Waiver of Unknown Claims.** It is further understood and agreed by the Parties that as a condition of this Agreement, Plaintiff hereby expressly waives and relinquishes any and all claims, rights, or benefits that she may have under California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN her OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED her OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

In connection with such waiver and relinquishment, Plaintiff hereby acknowledges that she or her attorneys may hereafter discover claims or facts in addition to, or different from, those which she now knows or believes to exist, but that she expressly agrees to fully, finally, and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on her behalf against Releasees at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Sunview, the cessation of that employment, or the subsequent Lawsuit arising out of that employment. The Parties further acknowledge, understand, and agree that this representation and commitment is essential to each Party and that this Agreement would not have been entered into were it not for this representation and commitment.

7. **Confidentiality.** Plaintiff and her counsel represent that they have not, and agree that they will not hereafter without compulsion of legal process, disclose to others, either directly, indirectly or by implication, the fact or terms of this settlement, the amounts referred to in this Agreement (either by specific dollar amount, by number of "figures," or otherwise), or the fact of the payment of said amounts, except that Plaintiff may disclose such information as is necessary to her spouse, and Plaintiff and her counsel may disclose such information as is necessary to their attorneys, accountants, taxing governmental entities or other professional advisors to effect the purposes for which they have consulted such attorneys, accountants, or professional advisors, or where disclosure is required by law. Any person or entity to which Plaintiff and her counsel are permitted to and in fact disclose the fact or terms or amounts referred to in this Agreement, other than where a disclosure is required by law, must first agree to be bound by the terms of this confidentiality provision. In the event the agreement to be bound by the terms of this confidentiality provision is not obtained, the disclosure may not be made without breach of this Agreement. If any person or entity to whom Plaintiff and her counsel discloses the fact or terms or amounts referred to in this Agreement breaches their confidentiality obligation, the effect of such disclosure shall be as if the disclosing party had breached their obligations hereunder. If Plaintiff and/or her counsel are asked a question about the status of the dispute, they shall be authorized to state, "the dispute has been resolved" or "no comment" and no more, without violating the provisions of this paragraph. If Plaintiff believes she is legally obligated by statutory or regulatory requirements (including compulsory legal process), to make such disclosures, she shall so notify Sunview in writing immediately, and in no event less than ten (10) days prior to the

date for disclosure. If it is not possible to do so at least ten (10) days in advance, Plaintiff will notify Eric Meckley at Morgan, Lewis & Bockius LLP, counsel for Sunview, at 1-415-442-1013 within twenty-four (24) hours of receiving notice that Plaintiff is so obligated. If Sunview takes any action to challenge such disclosure, Plaintiff shall defer making such disclosure until Sunview's challenge is finally resolved, unless ordered by a Court to give the information notwithstanding Sunview's challenge. Plaintiff and her counsel acknowledge and agree that it would be extremely difficult to ascertain the actual damages resulting from a breach of this covenant of non-disclosure. Accordingly, Plaintiff agrees that she shall be liable to Sunview for liquidated damages in the sum of [REDACTED] for each proven breach of this provision.

Nothing in this Paragraph 6 or elsewhere in this Agreement (a) prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful including, but not limited to, factual information related to any claims for sexual assault or under California's Fair Employment and Housing Act; (b) precludes Plaintiff from assisting former coworkers with workplace issues concerning the Defendant or from communicating with others, including any labor representative(s) and/or the National Labor Relations Board and/or California Agricultural Labor Relations Board, about Plaintiff's employment; or (c) waives Plaintiff's right to testify in an administrative, legislative, or judicial proceeding when the party has been required or requested to attend the proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature.

8. Acknowledgement of Payment of Wages Concededly Due. Plaintiff acknowledges that she previously has been paid any and all wages that were concededly due and owing by Sunview, that no other amounts are concededly due to Plaintiff, and that she is not an "aggrieved employee" within the meaning of the PAGA. Plaintiff acknowledges that the settlement money she is receiving pursuant to this Agreement is, in part, to resolve and settle a good faith and *bona fide* dispute between the Parties as to whether any additional wages are due to her. Plaintiff acknowledges that Section 206.5 of the California Labor Code is neither implicated nor violated by this Agreement. Plaintiff agrees that by signing this Agreement, she is waiving and releasing any and all claims she might have against Sunview, including her claims to any and all disputed wages and associated penalties.

9. Files, Documents, and Other Property. Plaintiff agrees that she returned to Sunview all Sunview property, and all other information or property previously or currently held or used by Plaintiff that is or was related to Plaintiff's employment with Sunview. Plaintiff agrees that if Plaintiff discovers any other Sunview property, files or documents in her possession, Plaintiff will immediately return to Sunview such materials.

10. Non-Disparagement. Plaintiff agrees that she shall not make, publish, post or otherwise disseminate any statements or comments about Sunview's business, employment policies and practices, employees (past and present), operations, products, or services, either as fact or opinion that are disloyal, reckless, or maliciously untrue under National Labor Relations Act and/or California Agricultural Labor Relations Board standards.

11. No Other Claims. Plaintiff represents that she has no other pending complaints, charges, lawsuits or claims for benefits against Sunview, or its present, former, or future directors,



officers, shareholders, agents, employees, representatives, consultants, attorneys, successors, and assigns, with any governmental agency or any court, except for her pending workers' compensation claims against Sunview. Plaintiff represents that if any agency or court assumes jurisdiction of any complaint, charge, or lawsuit against any of these persons or certifies a class seeking relief on her behalf for any claims released by this Agreement, Plaintiff will request such agency or court to withdraw from the matter or will opt out of any certified class action and/or will not join any collective action, and, in any case agrees not to take any personal legal or equitable relief from any such complaint, charge, or lawsuit. Nothing in this Agreement shall be construed to limit Plaintiff from filing a lawsuit for the sole purpose of enforcing her or her rights under this Agreement, from complying with a subpoena or court order in another action, or pursuing her pending workers' compensation claims.

12. Reports to Government Entities. Nothing in this Agreement, including the Release, Confidentiality, and Non-Disparagement provisions, restricts or prohibits Plaintiff from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General (collectively, the "Regulators"), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. However, to the maximum extent permitted by law, Plaintiff is waiving her right to receive any individual monetary relief from Sunview or any other Releasee resulting from such claims or conduct, regardless of whether Plaintiff or another party has filed them, and in the event Plaintiff obtains such monetary relief Sunview and Releasees will be entitled to an offset for the payments made pursuant to this Agreement. This Agreement does not limit Plaintiff's right to receive an award from any Regulator that provides awards for providing information relating to a potential violation of law. Plaintiff does not need the prior authorization of Sunview to engage in conduct protected by this paragraph, and Plaintiff does not need to notify Sunview that Plaintiff has engaged in such conduct. Please take notice that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation to individuals who disclose a trade secret to their attorney, a court, or a government official in certain, confidential circumstances that are set forth at 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law.

13. Right to Revoke.

Plaintiff understands and agrees that she:

- (a) Has a full twenty-one (21) days after receipt of this Agreement within which to review and consider the Agreement;
- (b) Is advised to consult with an attorney which she may freely choose prior to executing this Agreement;
- (c) Has carefully read and fully understands the provisions of this Agreement;



- (d) Is, through and in accordance with the terms set forth in this Agreement, releasing Releasees from any and all claims she has or may come to have against the Releasees, including under the Age Discrimination in Employment Act (“ADEA”) and the Older Workers Benefit Protection Act;
- (e) Is knowingly and voluntarily agreeing to all the terms set forth in this Agreement;
- (f) Has seven (7) days after the execution of this Agreement within which she may revoke this Agreement. In order to revoke this Agreement, Plaintiff or her counsel must deliver to Eric Meckley at Morgan, Lewis & Bockius LLP, counsel for Sunview, at eric.mecklev@morganlewis.com, a written communication stating that Plaintiff is revoking this Agreement no later than seven (7) days after she executes the Agreement;
- (g) That, because of this revocation period, this Agreement shall not become effective or enforceable until at least the eighth (8th) day following the date Plaintiff executes this Agreement. This Agreement shall only become effective on the date by which both the revocation period has expired and the Court has entered the Order approving the settlement and dismissing the Lawsuit pursuant to the terms described in this Agreement (the “Effective Date”);
- (h) Is not waiving any rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621 et seq.) that may arise after the date this Agreement is executed; and
- (i) Is, by reason of this Agreement and the release of claims herein, receiving from Sunview good and sufficient consideration in addition to anything of value to which she is already entitled.

14. Ownership of Claims. The Parties represent and warrant that they are the sole and lawful owner of all rights, title and interest in and to all released matters, claims and demands referred to herein. The Parties further represent and warrant that there has been no assignment or other transfer of any interest in any such matters, claims or demands that the Parties may have against one another.

15. California Law Applies. This Agreement, in all respects, shall be interpreted, enforced, and governed by and under the laws of the State of California.

16. Enforcement. The Parties agree that this settlement is enforceable pursuant to California Code of Civil Procedure section 664.6, and hereby request that the Court retain jurisdiction over the Parties to enforce the settlement until performance in full of the terms of the settlement.



17. **Successors and Assigns.** It is expressly understood and agreed by the Parties that this Agreement and all of its terms shall be binding upon each Parties' representatives, heirs, executors, administrators, successors, and assigns.

18. **Drafting.** The Parties agree that this Agreement shall be construed without regard to the drafter of the same and shall be construed as though each party to this Agreement participated equally in the preparation and drafting of this Agreement.

19. **Attorneys' Fees.** If any party to this Agreement asserts a claim for breach of this Agreement or seeks to enforce its terms, the prevailing party in any such proceeding shall be entitled to recover costs and reasonable attorneys' fees.

20. **Execution of Additional Documents.** The Parties agree to execute such other, further, and different documents as reasonably may be required to effectuate this Agreement.

21. **Consultation with Counsel.** The Parties and each of them acknowledge that they have had the opportunity to consult with legal counsel of their choice prior to execution and delivery of this Agreement, and that they have in fact done so. Plaintiff acknowledges that she has been specifically advised by counsel of the consequences of the Release she has signed.

22. **Headings.** The headings in each paragraph herein are for convenience of reference only and shall be of no legal effect in the interpretation of the terms hereof

23. **Integration.** This Agreement cancels, supersedes and replaces all prior agreements (written, oral or implied-in-fact or in-law) between Plaintiff and Sunview regarding the subjects covered by this Agreement. This Agreement constitutes a single, integrated, written contract, expressing the entire agreement between the Parties regarding all the subjects covered by this Agreement. The Parties represent and warrant that they are not relying on any promises or representations that do not appear written herein. The Parties further understand and agree that this Agreement can be amended or modified only by a written agreement, signed by all the Parties hereto.

24. **Severability.** If any provision in this Agreement is found to be unenforceable, it shall not affect the enforceability of the remaining provisions and the court shall enforce the remaining provisions to the extent permitted by law.

25. **Counterparts.** This Agreement may be executed in separate counterparts and each such counterpart shall be deemed an original with the same effect as if all Parties had signed the same document. A facsimile signature, PDF signature, or signature scanned and sent by electronic mail shall have the same force and effect as an original signature.

26. **Voluntary Agreement.** Plaintiff understands and agrees that she may be waiving significant legal rights by signing this Agreement and represents that she has entered into this Agreement voluntarily, after consulting with her attorney(s), with a full understanding of and in agreement with all of its terms.

27. **Authority to Enter Into Agreement.** Each party represents and warrants that, as of the date of the execution of this Agreement, she, she or it has the right and authority to execute this Agreement, and she, she or it has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims or demands relating to any right surrendered by virtue of this Agreement. Each party further represents and warrants that she or it has had the opportunity to consult and has consulted legal counsel in connection with the negotiation and execution of this Agreement. Each of the Parties and her or its signatory represents that the signatory is either a party or a business representative, or assignee thereof, and is fully authorized to execute this Agreement on behalf of the respective party.

28. **Arbitration.** The parties agree to arbitrate, in Kern County, any and all disputes or claims arising out of or related to the validity, enforceability, interpretation, performance or breach of this Agreement, whether sounding in tort, contract, statutory violation or otherwise, or involving the construction or application of any of the terms, provisions, or conditions of this Agreement. The parties agree that the Federal Arbitration Act ("FAA") applies to this Agreement. Any arbitration may be initiated by a written demand to the other party. The arbitrator's decision shall be final, binding, and conclusive. The Parties further agree that this Agreement is intended to be strictly construed to provide for arbitration as the sole and exclusive means for resolution of all disputes hereunder to the fullest extent permitted by law. THE PARTIES EXPRESSLY WAIVE ANY ENTITLEMENT TO HAVE SUCH CONTROVERSIES DECIDED BY A COURT OR A JURY.



IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and Release on the dates indicated below.

PLEASE READ THIS SETTLEMENT AGREEMENT CAREFULLY. IT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

MARIA DOLORES FLORES:

Dated: 05-23-2023

Maria D Flores
Maria Dolores Flores

Sign
& Date

COUNSEL FOR MARIA DOLORES FLORES:

AEGIS LAW

Dated: 5-30-2023

Fawn F. Bekam

Fawn F. Bekam, Esq.

FOR SUNVIEW VINEYARDS OF CALIFORNIA, INC.:

Dated: _____

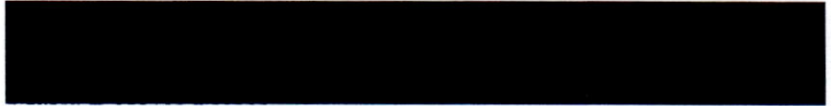
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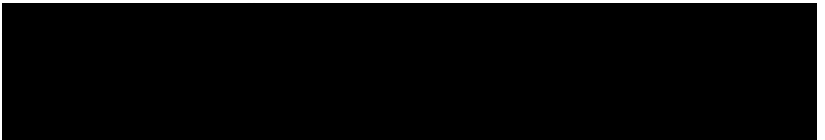
MARIA DOLORES FLORES:

Dated: 05-23-2023



COUNSEL FOR MARIA DOLORES FLORES:

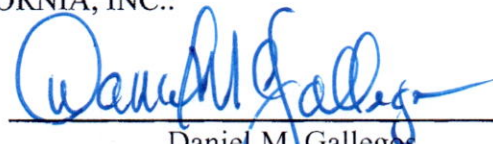
Dated: 5-30-2023



Fawn F. Bekam, Esq.

FOR SUNVIEW VINEYARDS OF CALIFORNIA, INC.:

Dated: May 30, 2023


Daniel M. Gallegos
Its: Director of Human Resources



APPROVED AS TO FORM

COUNSEL FOR SUNVIEW VINEYARDS OF CALIFORNIA, INC.

MORGAN, LEWIS & BOCKIUS LLP

Dated: May 31, 2023

A handwritten signature in cursive script that reads "Eric Meckley". The signature is written in dark ink and is positioned above a horizontal line.

Eric Meckley, Esq.

