

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT (Agreement) is between Plaintiff Nelida Vazquez (“Plaintiff”) and Defendants CV Resources, Inc., (“Defendant CV Resources”) and Rehrig Pacific Company (“Defendant Rehrig”) (collectively, the “Defendants”) (Plaintiff and Defendants are together referred to as the “Parties”).

Recitals

A. On April 4, 2025, Plaintiff filed a written notice pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”) with the Labor and Workforce Department Agency alleging violations of various provisions of the California Labor Code (“PAGA Notice.”) On June 10, 2025, Plaintiff filed a Representative Action Complaint (“Complaint”) for penalties under PAGA against Defendants in the Superior Court of the State of California, County of Los Angeles, under Case No. 25NNCV03947 (the “Action”). In the Complaint, Plaintiff alleges claims, among others, for (1) failure to pay correct premium wages; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to maintain accurate records; (5) failure to reimburse business expenses; (6) knowing and intentional failure to comply with itemized employee wage statement provisions; and (7) failure to timely pay wages due at separation of employment (Labor Code §§ 201, 202, 203, 204, 210, 216, 226.7, 512, 558, 1174, 1174.5, and 2802.) Plaintiff furthermore asserts claims of retaliation and wrongful termination against Defendants relating to her placement by Defendant CV Resources at Defendant Rehrig.

B. Defendants have denied and continue to deny any liability to Plaintiff and the aggrieved employees she seeks to represent and have raised various defenses to the claims made in the PAGA Notice and the Action.

C. Pursuant to the terms and conditions of this Agreement, which the parties acknowledge and represent to be fair, reasonable, and adequate and in their mutual best interests, Plaintiff desires to resolve all disputes between the Parties, to compromise and settle the claims asserted in the PAGA Notice and Action, to release all rights and claims arising out of or in any way connected with the claims that were asserted or could have been asserted in the PAGA Notice and the Action, and any and all transactions, occurrences, or matters occurring between Plaintiff and Defendants prior to the date of this Agreement.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals and upon the terms and conditions set forth in this Agreement, the parties agree as follows:

1. Settlement Amount and Payment. In consideration for the execution of the general release, and agreement to the other terms of this Agreement by Plaintiff herein, Defendants will pay a gross amount of [REDACTED] (“Settlement Sum”) to Plaintiff. The Settlement Sum will be made as follows:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Plaintiff agrees that her portion of the Settlement Sum compensates her for all economic damages, injuries to reputation, emotional pain and suffering, wages, and any other damages or individual claims of any kind or nature allegedly caused by the purported conduct of Defendants or any party released herein.

Defendants will deliver the sums described above within Twenty-One (21) days of Defendants' counsel's receipt of: (1) an executed copy of this Agreement by Plaintiff delivered to Defendants' counsel by email, at Marissa Alguire at marissa.alguire@akerman.com and Jared Speier at JSpeier@stradlinglaw.com; (2) an executed IRS Form W-4 and IRS Form W-9 from Plaintiff; (3) an executed IRS Form W-9 form from Gaines Law Corporation; (4) the Court's order of dismissal with prejudice of Plaintiff's individual claims; and (5) the Court's order of dismissal without prejudice of the representative claims. Plaintiff and Plaintiff's counsel will take all necessary steps to obtain the Court's order of dismissals as to the Action, including but not limited to Plaintiff's PAGA individual representative claims.

2. Dismissal. Plaintiff will file a Request for Dismissal of the Action with prejudice as to Plaintiff's individual claims and without prejudice as to Plaintiff's representative claims, together with a supporting declaration from Plaintiff's counsel detailing the basis for the settlement. Concurrently, Plaintiff's counsel shall submit this *redacted* Agreement, the declaration, and the dismissal form to the Labor & Workforce Development Agency ("LWDA"), in compliance with PAGA. Plaintiff will provide Defendants with a copy of the *redacted* Agreement, the declaration and the dismissal form 5 days before Plaintiff's submission to the LWDA for Defendants' approval. Plaintiff shall attempt to obtain the dismissal without detailing its financial terms to the Court, but if the Court requires that Plaintiff submit this unredacted Agreement or provide further details in order to effectuate the dismissal, the Plaintiff will first seek to submit the Agreement or the necessary details under seal or *in camera* to comply with the Court's requests, but, if ordered by the Court to file the Agreement or the necessary details on the public docket, Plaintiff will comply with the Court's order.

3. General Release by Plaintiff. Subject to Defendants' full payment of the Settlement Amount, Plaintiff, on behalf of herself and her heirs, assigns, legal representatives, and in

consideration of the payment of the Settlement Amount, releases and discharges Defendants, and each of their respective past and present owners, directors, officers, members, shareholders, parent companies, subsidiaries, affiliates, and employees, (collectively, the “Releasees”); from all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, penalties, actions, causes of action, suits, rights, demands, costs, losses, debts, expenses (including attorney fees and costs actually incurred), of any nature, known or unknown, at law or in equity, which she may now have or may have after the signing of this Agreement, against the Releasees arising out of or in any way connected with her employment relationship with the Releasees and any and all transactions, occurrences, or matters between the parties, individually or collectively, occurring prior to the date of this Agreement. Without limiting the foregoing general release, Plaintiff understands that this general release as to the Releasees applies to, but is not limited to, the following:

- a. All individual claims and causes of action asserted in the Action;
- b. All claims arising from any alleged violation by Defendants or the Releasees of any federal, state, or local statutes, or ordinances, including, but not limited to: (i) the FLSA; (ii) Title VII of the Civil Rights Act of 1964, as amended; (iii) the Age Discrimination in Employment Act; (iv) the Older Workers Benefit Protection Act; (v) the Family and Medical Leave Act; (vi) the Equal Pay Act; (vii) the Americans with Disabilities Act; (viii) 42 U.S.C. § 1981, as amended; (ix) the Employee Retirement Income Security Act; (x) the Consolidated Omnibus Budget Reconciliation Act; (xi) the Rehabilitation Act of 1973; (xii) the Civil Rights Act of 1991; (xiii) the Pregnancy Discrimination Act; (xiv) the California Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 512, 558, 1102.5, 1174, 1174.5, 1175, 2698, *et seq.*, 2802; (xv) the Fair Employment & Housing Act; (xvi) Wage Order No. 9-2001; and (xvii) any other wage and hour and employment discrimination laws;
- c. All claims based on constitutional, statutory, common law, or regulatory grounds, and all claims based on theories of workers’ compensation retaliation, breach of contract or implied covenant, deprivation of equity interest, shareholder rights, conversion, defamation, retaliation, wrongful or constructive discharge, fraud, misrepresentation, promissory estoppel, or intentional or negligent infliction of emotional distress;
- d. All claims arising from alleged violations of California and other states’ common law, including, but not limited to, claims for breach of duty of good faith and fair dealing; breach of contract; conversion; unjust enrichment; and detrimental reliance; and
- e. All claims for any relief, no matter how denominated, including, but not limited to, claims for penalties, back pay, front pay, vacation pay, holiday pay, personal time off, bonuses, compensatory damages, punitive damages, attorney fees, costs, and expenses.
- f. All waivable claims, including those of which Plaintiff is not aware and those not specifically mentioned in this Agreement. This release applies to all claims

resulting from anything that has happened up through the date Plaintiff signs this Agreement. Plaintiff understands that this Agreement does not waive rights or claims that may arise after the date that this Agreement is executed. Without limiting the generality of the foregoing, Plaintiff specifically releases all claims relating to: (i) Plaintiff's employment by Defendants, the terms and conditions of such employment, employee benefits related to Plaintiff's employment, the termination of Plaintiff's employment, and/or any of the events relating directly or indirectly to or surrounding such termination; (ii) any and all wage and hour claims and any representative or putative claim predicated on any alleged wage and hour claims; (iii) any and all claims of discrimination (including harassment), whistleblowing or retaliation in employment (whether based on federal, state or local law, statutory or decisional), including without limitation, all claims under the Age Discrimination in Employment Act of 1967 (the "ADEA"), the Older Workers Benefit Protection Act ("OWBPA"), 29 U.S.C. § 621 *et seq.*, the Worker's Adjustment and Retraining Notification Act ("WARN"), Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), the Americans with Disabilities Act, as amended ("ADA"), the Civil Rights Act of 1991, the Pregnancy Discrimination Act ("PDA"), the Pregnant Workers Fairness Act ("PWFA"), the Reconstruction Era Civil Rights Act of 1866, 42 USC §§ 1981-86, as amended, the Equal Pay Act ("EPA"), the Family and Medical Leave Act, as amended ("FMLA"), the Fair Labor Standards Act ("FLSA"), the Employee Retirement Income Security Act ("ERISA") (other than claims with regard to vested benefits), Sections 503 and 504 of the Rehabilitation Act of 1973, the Occupational Safety and Health Act ("OSHA"), the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), the National Labor Relations Act ("NLRA"), the Genetic Information Nondiscrimination Act ("GINA"), the Families First Coronavirus Relief Act ("FFCRA"), the Immigration Reform and Control Act, the Corporate and Criminal Fraud Accountability Act of 2002, the Private Attorneys General Act, the Uniformed Services Employment and Reemployment Rights Act, the Sarbanes-Oxley Act of 2002, the Fair Credit Reporting Act, California Family Rights Act – Cal. Gov't Code § 12945.2, California Fair Employment and Housing Act – Cal. Gov't Code § 12900 *et seq.*, the California Business & Professions Code §§ 17200, *et seq.*, California Unruh Civil Rights Act – Cal. Civ. Code § 51 *et seq.*, Statutory Provisions Regarding the Confidentiality of AIDS Information – Cal. Health & Safety Code § 120775 *et seq.*, California Confidentiality of Medical Information Act – Cal. Civ. Code § 56 *et seq.*, California Parental Leave Law – Cal. Lab. Code § 230.7 *et seq.*, California Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394, The California Occupational Safety and Health Act, as amended, and any applicable regulations thereunder, the California Consumer Credit Reporting Agencies Act – Cal. Civ. Code § 1785 *et seq.*, California Investigative Consumer Reporting Agencies Act – Cal. Civ. Code § 1786 *et seq.*, the California Consumer Privacy Act, the California Privacy Rights Act, those provisions of the California Labor Code that lawfully may be released, any other federal, state or local civil or human rights law or any other federal, state or local law, regulation or ordinance, and California common law; (iv) any and all waivable claims for unpaid wages under any other state or local law; (v) any and all waivable rights under the California Constitution; (vi) any and all claims for wrongful discharge or public policy; (vii) any and all claims for damages of any kind whatsoever, including

without limitation compensatory, punitive, treble, liquidated and/or consequential damages; (viii) any and all claims under any contract, whether express or implied, conversion, promissory estoppel; (ix) any and all claims for unintentional or intentional torts, invasion of privacy, defamation, slander, libel, assault, battery, false imprisonment, emotional distress and pain and suffering; (x) any and all claims for violation of any statutory or administrative rules, regulations, ordinances or codes; and (xi) any and all claims for attorneys' fees, paralegals' fees, costs, disbursements, wages, leave, bonuses, benefits, vacation and/or the like. Plaintiff represents that Plaintiff knows of no claim against the Releasees that Plaintiff has that has not been released by this Paragraph. Plaintiff understands and agrees that this Agreement is binding on Plaintiff and on anyone who succeeds Plaintiff's rights.

This release does not apply to any individual other than Plaintiff, nor to any PAGA representative claims. Plaintiff, however, concedes that, after she is paid the Settlement Sum, she lacks standing to assert her PAGA claims against the Defendants, and agrees never to do so. Plaintiff does not waive any claims based on events arising after the execution of this Agreement. This general release applies only to those claims that Plaintiff, individually, now has, owns, or holds, or which Plaintiff had, owned, or held, or claimed to own at any time before execution of this Agreement, against Defendants or the Releasees. Excluded from this release are rights and obligations arising out of this Agreement and any claims which cannot be waived or released by law. The Action will be dismissed *without prejudice* to the extent it implicates the rights of aggrieved employees against Defendants, allowing them to bring their own claims. This release in no way impacts the claims of any individual except Plaintiff.

4. Taxes and Indemnification. Plaintiff agrees to pay any and all taxes (other than the Defendants' portion of payroll taxes) found to be owed from the Payment made pursuant to this Agreement and to indemnify and hold the Defendants harmless for any federal, state and local tax liability, including taxes, interest, penalties or the like, and required withholdings, which may be or is asserted against or imposed upon the Releasees by any taxing authority based upon any amounts paid to Plaintiff as a result of Plaintiff's non-payment of taxes of such amounts for which Plaintiff is legally responsible. Plaintiff understands and agrees that any necessary tax documentation, such as Form W-2s or Form 1099s, may be filed by the Defendants regarding monies paid under this Agreement. Plaintiff and the Defendants acknowledge that nothing herein shall constitute tax advice to the other party.

5. Covenant Not to Sue. By executing this Agreement, Plaintiff acknowledges and further agrees not to file or re-file any of the claims asserted in the Complaint or any other complaints or charges against Defendants related to conduct occurring prior to the date of this Agreement. Plaintiff will forever abandon her claim with the LWDA as it relates to Defendants only.

6. Release of Unknown Claims/Waiver and Relinquishment of Rights Under Section 1542. Plaintiff acknowledges there is a risk that, after she signs and returns this Agreement, Plaintiff may incur or suffer losses, damages, or injuries that are unknown or unanticipated at this time. Plaintiff, after conferring with her counsel, hereby assumes that risk and agrees that this Agreement and the general release of claims it contains shall apply to all unknown and unanticipated claims as well as those known and anticipated. Subject to Defendants' full payment of the Settlement Amount, Plaintiff hereby relinquishes and waives any and all claims against

Defendants and the Releasees, and she expressly warrants that she has been fully advised by her attorney of the contents of California Civil Code § 1542 (Section 1542). Further, it is Plaintiff's desire to fully, finally and forever settle, compromise, and discharge disputes and claims asserted in the Action against Defendants and the Releasees, whether known or unknown, liquidated or unliquidated. Plaintiff waives, as to all claims identified in paragraph 3, all rights and benefits afforded by Section 1542 and does so understanding the significance of that waiver. Section 1542 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 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, Plaintiff hereby expressly waives and relinquishes all rights and benefits under Section 1542 and any law or legal principle of similar effect in any jurisdiction with respect to the releases granted in this Agreement. Plaintiff understands and agrees that she is providing Defendants and the Releasees with a full and complete release with respect to the claims identified in paragraph 3, including any claims for penalties, attorney fees, and costs.

7. No Claim for Costs and Attorney Fees. Plaintiff agrees that neither this Agreement nor any action taken pursuant to this Agreement shall be interpreted or construed to render them a prevailing party for any reason, including, but not limited to, an award of attorney fees or costs, and no monies in addition to those referred to paragraph 1 of this Agreement shall be payable to her for attorney fees or costs or for any other reason. Each party hereto shall bear their own attorneys' fees and costs, except as expressly provided for herein.

8. Disclaimer of Liability. Plaintiff acknowledges that nothing in this Agreement shall constitute or be construed as an admission of liability on the part of or an admission of wrongdoing by Defendants. Defendants expressly deny that they have done anything wrong or unlawful. Plaintiff also understands that this Agreement is entered into solely for the purpose of settlement and compromise and in an effort to fully resolve all matters arising out of her employment with Defendants, and any and all transactions, occurrences, or matters occurring between or among the parties prior to the date of this Agreement.

9. Non-Disparagement. Plaintiff agrees and warrants that at no time in the future will Plaintiff make any statements (orally or in writing, including, without limitation, whether in fiction or nonfiction) or take any actions which in any way defame the product or service offerings of the Defendants, or make any maliciously false statements about the Defendants, or in any way, directly or indirectly, cause or encourage the making of such statements, or the taking of such actions by anyone else, including but not limited to other current or former employees of the Defendants. Plaintiff acknowledges that any breach of this paragraph would constitute a material breach of this Agreement. Nothing in this paragraph is intended to, nor should be construed to limit Plaintiff's

rights as outlined in Paragraph 13 (Non-Interference Clause) or in the exercise of rights guaranteed by Section 7 of the NLRA.

10. Confidentiality. Plaintiff agrees to keep the financial terms of this Agreement confidential, and not to disclose at any time in the future its financial terms, except: (i) as may be required by law; or (ii) to Plaintiff's spouse, immediate family members, attorney and/or tax and financial advisors, provided the individual first agrees to keep this information confidential. Plaintiff acknowledges and agrees that any other disclosure regarding or discussing the financial terms of this Agreement would constitute a material breach of the Agreement. Nothing in this Paragraph is intended to, nor should be construed to limit Plaintiff's rights as outlined in Paragraph 14 (No Claims Filed) or in the exercise of rights guaranteed by Section 7 of the NLRA."

a. *Defend Trade Secrets Act Notice.* Plaintiff acknowledges that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Plaintiff further acknowledges that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual: (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

11. Incitement of Claims/Participation in Claims. Plaintiff agrees that Plaintiff will not encourage or incite any person including, but not limited to, other current or former employees of the Defendants to assert any complaint or claim in federal or state court against Releasees (except as outlined in Paragraph 13 (Non-Interference) or in the exercise of rights guaranteed by Section 7 of the NLRA). Plaintiff also agrees not to participate, cooperate or assist in any manner, whether as a witness, expert, consultant or otherwise, in any lawsuit, complaint, charge or other proceeding involving the Defendants or any of the Releasees as a party unless requested to do so by the Defendants, compelled by subpoena or court order, or as outlined in Paragraph 12 (Cooperation) (including, but not limited to, in connection with the exercise of rights guaranteed by Section 7 of the NLRA). Plaintiff acknowledges that any breach of this Paragraph by Plaintiff would constitute a material breach of this Agreement. Further, Plaintiff warrants and represents that Plaintiff is unaware of any other person who may have a claim or cause of action against the Releasees for any reason.

12. Cooperation. Plaintiff agrees to cooperate with Defendants' Counsel in taking all necessary steps to dismiss the Action. Plaintiff agrees, upon the request of the Defendants or any of the other Releasees, to reasonably cooperate in any investigation, litigation, arbitration, or regulatory proceeding regarding events that occurred during Plaintiff's tenure with the Defendants. Plaintiff will make herself reasonably available to consult with counsel for the Defendants and any Releasees, to provide information, and to appear to give testimony. To the extent permitted by law, the Defendants will reimburse Plaintiff for reasonable out-of-pocket expenses Plaintiff incurs in extending such cooperation, so long as Plaintiff provides advance written notice of Plaintiff's request for reimbursement and provides satisfactory documentation of the expenses.

13. Non-Interference. Notwithstanding Paragraphs 9 (Non-Disparagement), 10 (Confidentiality), and 11 (Incitement of Claims/Participation in Claims), by entering into this Agreement, Plaintiff does not waive Plaintiff's right to file a complaint or charge, with the Equal Employment Opportunity Commission, the Security Exchange Commission, the National Labor Relations Board, or any other local, state, or federal administrative body or agency that is authorized to enforce or to administer any law, rule, or regulation. Further, nothing in this Agreement shall be construed to prohibit Plaintiff from: (i) reporting possible violations of any law or regulation to any governmental agency or entity charged with enforcement of any law, rule, or regulation; or (ii) making other disclosures that are protected under the whistleblower provisions of any law, rule, or regulation. Notwithstanding the foregoing, Plaintiff expressly waives Plaintiff's right to recover damages and to be awarded equitable and/or injunctive relief in connection with any administrative or court action, whether brought by Plaintiff or on Plaintiff's behalf, related in any way to the matters released herein.

14. No Claims Filed. Plaintiff represents and warrants that, other than the PAGA Notice, the Complaint, Plaintiff has not filed any claims or causes of action against the Releasees, including, but not limited to, any charges for unpaid wages, charges of discrimination (including harassment) or retaliation with any federal, state or local agency or court. Plaintiff's representation to same constitutes a material inducement for the Defendants entering into this Agreement. Nothing in this Paragraph is intended to, nor should be construed to limit Plaintiff's rights as outlined in Paragraph 13 (Non-Interference) above or in the exercise of rights guaranteed by Section 7 of the NLRA.

15. Survival. Plaintiff acknowledges and understands that Plaintiff's obligations under Paragraphs 9 (Non-Disparagement), 10 (Confidentiality), 11 (Incitement of Claims/Participation in Claims), and 12 (Cooperation) of this Agreement survive termination of Plaintiff's employment with the Defendants and remain in full force and effect hereafter.

16. Sufficiency of Consideration; Severability. Plaintiff agrees that the Payment is made in exchange for and constitutes good and valuable consideration for Plaintiff's execution of this Agreement. Should a court of competent jurisdiction determine that the general release set forth in Paragraph 3 above is invalid, void and/or unenforceable, then Plaintiff agrees that the Defendants' obligations under this Agreement are null and void and Plaintiff shall return to the Defendants the Payment made to or on behalf of Plaintiff under this Agreement. If any other provisions in this Agreement are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. Nothing in this paragraph is intended to, nor shall be construed to apply to any contrary rights of Plaintiff under the ADEA.

17. Acknowledgment. Plaintiff acknowledges that Plaintiff has been advised in writing to consult with an attorney before signing this Agreement; acknowledges and understands that the general release contained in Paragraph 3 above effectively waives all claims under the ADEA and agrees that this Agreement complies with the OWBPA; and acknowledges that Plaintiff has been afforded the opportunity to consider the terms of this Agreement for a period of twenty-one (21) days prior to signing this Agreement. Plaintiff understands that Plaintiff may use as much or as little of this twenty-one (21) day period as desired. The Parties agree that any material or non-material changes made to this Agreement after Plaintiff receives this Agreement do not restart the running of the twenty-one (21) days. Plaintiff acknowledges that no representation, promise, or inducement has been made other than as set forth in this Agreement and incorporated release, and

that Plaintiff enters into this Agreement and incorporated release without reliance upon any other representation, promise, or inducement not set forth herein. Plaintiff acknowledges and represents that Plaintiff assumes the risk of any mistake of fact now known or unknown, and that Plaintiff understands and acknowledges the significance and consequences of this Agreement. Plaintiff further acknowledges that Plaintiff has read this Agreement in its entirety; that Plaintiff fully understands all terms and their significance; and that Plaintiff has signed it knowingly, voluntarily, and of Plaintiff's own free will. Plaintiff further affirms that, as of the date of signing this Agreement, Plaintiff has been paid and/or has received all leave (paid or unpaid), wages, bonuses and/or benefits (collectively, "Compensation and Benefits") to which Plaintiff may be entitled from the Company and that no other Compensation and Benefits are due to Plaintiff, except as provided in this Agreement. Plaintiff further affirms that Plaintiff has been provided and/or has not been denied any leave requested under the Family and Medical Leave Act or applicable state or local law. Plaintiff represents that (a) no part of the monies paid pursuant to Paragraph 1 of this Agreement is a payment related to sexual harassment or sexual abuse as set forth in Section 162(q) of the Internal Revenue Code; and that (b) Plaintiff does not contend and is not aware of any facts to suggest Plaintiff has been subjected at any time to any acts of sexual harassment or sexual abuse by the Company. Plaintiff acknowledges that the Company has relied on Plaintiff's representations in this Paragraph in agreeing to pay the Settlement Sum referenced in Paragraph 1 of this Agreement. Notwithstanding this Paragraph, and without limiting the scope of the general release in Paragraph 3, nothing in this Paragraph prohibits Plaintiff from disclosing any facts or claims pertaining to incidents of sexual harassment or sexual abuse.

18. Medicare Coverage/Acknowledgement. Plaintiff affirms, covenants, and warrants she is not a Medicare beneficiary and is not currently receiving, has not received in the past, will not have received at the time of payment pursuant to this Agreement, is not entitled to, is not eligible for, and has not applied for or sought Social Security Disability or Medicare benefits. In the event any statement in the preceding sentence is incorrect (for example, but not limited to, if Plaintiff is a Medicare beneficiary, etc.), the following sentences (i.e., the remaining sentences of this paragraph) apply. Plaintiff affirms, covenants, and warrants that she has made no claim for illness or injury against, nor is she aware of any facts supporting any claim against, the Releasees under which the Releasees could be liable for medical expenses incurred by Plaintiff before or after the execution of this Agreement. Furthermore, Plaintiff is aware of no medical expenses which Medicare has paid for and for which the Releasees are or could be liable now or in the future. Plaintiff agrees and affirms that, to the best of her knowledge, no liens of any governmental entities, including those for Medicare conditional payments, exist. Plaintiff will indemnify, defend, and hold the Releasees harmless from Medicare claims, liens, damages, conditional payments, and rights to payment, if any, including attorneys' fees, and Plaintiff further agrees to waive any and all future private causes of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A) *et seq.*

19. Defendants' Property. All of Defendants' property including, but not limited to, Confidential and/or Proprietary Information, books, records, equipment and/or files, whether prepared by Plaintiff or otherwise coming into Plaintiff's possession shall be returned immediately to the Defendants upon the execution of this Agreement. Plaintiff shall not retain any copies or other reproductions, or extracts thereof, electronic, or otherwise of any Confidential and/or Proprietary Information.

20. Breach. Plaintiff acknowledges that if Plaintiff materially breaches or threatens to materially breach this Agreement, breaches the confidentiality and non-disparagement provisions

of this Agreement, and/or commences a suit, action, proceeding or complaint in contravention of this Agreement and waiver of claims (except as outlined in Paragraph 13 (Non-Interference) above or in the exercise of rights guaranteed by Section 7 of the NLRA), the Defendants' obligations to provide Plaintiff the Payment referred to above shall immediately cease and the Defendants shall be entitled to all other remedies allowed in law or equity, including but not limited to the return of Payments made to Plaintiff under this Agreement. Further, nothing in this Agreement shall prevent the Defendants from pursuing an injunction to enforce the provisions of Paragraphs 9 (Non-Disparagement), 10 (Confidentiality), and 11 (Incitement of Claims/Participation in Claims), above. Nothing in this paragraph is intended to, nor shall be construed to apply to any contrary rights of Plaintiff under the ADEA.

21. Liquidated Damages. Plaintiff acknowledges that actual damages for breach of the Confidentiality and Non-Disparagement provisions of this Agreement would be difficult to measure or establish, and therefore, the Defendants may seek injunctive relief against Plaintiff, and also recover liquidated damages in the amount of [REDACTED] per proven violation by a preponderance of the evidence.

22. Non-Admission. The Parties understand that the Payment and other matters agreed to herein are not to be construed as an admission of or evidence of liability for any violation of the law, willful or otherwise by any entity or any person.

23. Complete Agreement. The Parties agree that this Agreement and incorporated release sets forth all of the promises and agreements between them and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written.

24. Construction of Agreement. This Agreement is the result of negotiation and compromise. In interpreting this Agreement, no party should be considered the drafter of the document, and the language should not be strictly construed against any party. Instead, the language of the Agreement should be interpreted in a manner consistent with the ordinary and reasonable meaning of the words used.

25. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, officers, directors, members, partners, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, successors, and assigns, each of which shall be considered third party beneficiaries, although not specifically named herein.

26. Representations and Warranties. Plaintiff represents and warrants (a) that she has read this Agreement and fully understands it, (b) that she is fully aware of her rights, (c) that she has had the opportunity for the advice and assistance of an attorney throughout the negotiation of this Agreement, (d) that she has sought and received the advice of an attorney, (e) that Gaines Law Corporation, is the only counsel who have represented her in the matters covered by this Agreement and who may have any claim for fees and costs with regard to these matters and the events giving rise to these matters, (f) that she has not transferred her interest in her claims to any other person, (g) that she is entering into this Agreement freely, voluntarily and without duress, undue influence, coercion, or promise of benefit, except as expressly set forth herein, and (h) no attorney representing her in this action has pending any other potential claims of any sort against

Defendants.

27. Counterparts. This Agreement may be executed in identical counterparts, each of which will constitute an original of this Agreement. Signatures of the parties may be exchanged by facsimile or electronically (e.g., PDF) and same will be treated as an original.

28. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the transaction contemplated herein and supersedes all prior negotiations, proposed, and understandings, if any, between the parties. No provision of this Agreement shall be modified except in writing signed by each of the parties. The provisions of this Agreement are severable, and, if any of its provisions are found to be unenforceable, the remaining provisions shall remain fully valid and enforceable. Should any party breach or otherwise fail to comply with the terms and provisions of this Agreement, the prevailing party in any such dispute shall be entitled to recover, in addition to any and all other appropriate relief, all costs arising therefrom, including, but not limited to, attorney fees. The laws of the State of California shall govern this Agreement in all aspects, including execution, interpretation, performance and enforcement.

29. Neutral Reference. In response to any inquiry from any of Plaintiff's prospective employers, Defendants shall provide a neutral job reference for Plaintiff disclosing Plaintiff's dates of contract and last position held, and nothing more. Plaintiff must direct all third-party inquiries regarding her employment to Priya Mulvihill (priya.m@conexusrecruiting.com) at Defendant CV Resources. Plaintiff understands that the Defendants are not responsible for any information given regarding Plaintiff's that was solicited from any source other than Priya Mulvihill.

30. Enforcement of Agreement. If the payment required hereunder is not received on the date due, Defendants shall be in default of its obligations under this Settlement. Plaintiff may thereafter move the Court, pursuant to Code of Civil Procedure 664.6, for entry of a judgment against Defendants, plus actual attorneys' fees and costs incurred to enforce the judgment and this Agreement. In the event that any party institutes any legal action or other proceeding against another party to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the successful Party will be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions, in addition to any other relief granted. The Parties agree that this Agreement may be used as evidence in a subsequent proceeding in which either of the Parties allege a breach of this Agreement so long as it is filed under seal. Nothing in this paragraph shall be construed to abrogate any rights of Plaintiff that are contrary under the ADEA.

31. Transfer of Claims. Plaintiff represents and warrants that Plaintiff has not assigned, transferred, or purported to assign or transfer, to any person, firm, corporation, association or entity whatsoever, any claims released herein. Plaintiff agrees to indemnify and hold the Releasees harmless against, without any limitation, any and all rights, claims, warranties, demands, debts, obligations, liabilities, costs, court costs, expenses (including attorneys' fees, paralegals' fees and costs, at all levels), causes of action or judgments based on or arising out of any such assignment or transfer. Plaintiff further warrants that there is nothing that would prohibit Plaintiff from entering into this Agreement.

32. Execution of Necessary Documents. Each party shall, upon the request of the other, execute and re-execute, acknowledge and deliver this Agreement, and any and all papers or documents or other instruments, as may be reasonably necessary to implement the terms hereof

with any formalities as may be required and, otherwise, shall cooperate to fulfill the terms hereof and enable the other party to effectuate any of the provisions of this Agreement.

33. No Waiver/All Rights Are Cumulative. No waiver of any breach or other rights under this Agreement shall be deemed a waiver unless the acknowledgment of the waiver is in writing executed by the party committing the waiver. No waiver shall be deemed to be a waiver of any subsequent breach or rights. All rights are cumulative under this Agreement.

34. Headings. The headings contained in the Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

35. Electronic Transmissions and Counterparts. This Agreement may be executed in several counterparts and by electronic transmissions (e-mail, facsimile and/or scanner) and all so executed shall constitute one Agreement, binding on all the Parties hereto, notwithstanding that the Parties are not signatories to the original or same counterpart.

36. Right of Revocation. Plaintiff has the right to revoke this Agreement within seven (7) days after Plaintiff's execution of this Agreement (the "Revocation Period") by giving notice to the Defendants, in writing, of such revocation to the Defendants' Counsel, attention: Marissa Alguire at marissa.alguire@akerman.com and Jared Speier at JSpeier@stradlinglaw.com, before the Revocation Period expires. As such, this Agreement shall not become effective until the eighth (8th) day following Plaintiff's signing of this Agreement (the "Effective Date"). If Plaintiff revokes this Agreement prior to the Effective Date, this Agreement, and the promises contained therein, shall automatically be deemed null and void and the Defendants will not be obligated to pay Plaintiff the Payment promised in Paragraph 1.

IN WITNESS WHEREOF, the parties have signed this Agreement, evidencing their intent to be bound to this Agreement, on the dates below her signature or the signature of their representatives. The date of this Agreement shall be the date of the latest signature.

SIGNATURES ON FOLLOWING PAGE

PLAINTIFF



NELIDA VAZQUEZ

Dated: 05 / 01 / 2026

DEFENDANTS

CV RESOURCES, INC.

By: _____

Its Partner

Dated: May 13, 2026

REHRIG PACIFIC COMPANY

By: 
5AE1E60A4568409..._____

Name: Karl Pearson

Its: Chief Financial Officer

Dated: 5/5/2026
