

INDIVIDUAL AND PAGA SETTLEMENT AGREEMENT

This Individual and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Juan Quintero and Miguel Avila (“Plaintiffs”) and defendant Greg Markarian Ag Enterprises, Inc. (“Markarian”). The Agreement refers to Plaintiffs and Markarian collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1 “Action” means the Plaintiffs’ individual and PAGA lawsuit alleging wage and hour violations against Markarian, *Quintero, et al. v. Greg Markarian Ag Enterprises, Inc.*, Case No. 23CV00106, initiated on January 10, 2023, and pending in Superior Court of the State of California, County of Merced.

1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.

1.4 “Aggrieved Employee” means a person employed by Markarian as a non-exempt employee in California during the PAGA Period.

1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Markarian’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.

1.7 “Court” means the Superior Court of California, County of Merced.

1.8 “Defense Counsel” means James Miller and Kevin Piercy, and Raimondo | Miller, A Law Corporation.

1.9 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.

1.10 “Gross Settlement Amount” means \$30,000.00, which is the total amount Markarian agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Settlements, Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator’s Expenses Payment.

1.11 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12 “Individual Settlements” means the amount of \$15,000.00 from the Gross Settlement Amount allocated to settlement of Plaintiffs’ individual claims asserted in the Action.

1.13 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.14 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699, subdivision (i).

1.15 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.16 “Net Settlement Amount” means the PAGA Allocation, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Representative Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.17 “PAGA Allocation” means the amount of \$15,000.00 from the Gross Settlement Amount allocated to settlement of the asserted under PAGA in the Action.

1.18 “PAGA Counsel” means J. Kirk Donnelly and the Law Offices of J. Kirk Donnelly, APC, the attorneys representing the Plaintiffs in the Action.

1.19 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.20 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Markarian during the PAGA Period.

1.21 “PAGA Period” means the period from November 6, 2021 to November 30, 2023.

1.22 “PAGA” means the Private Attorneys General Act (Lab. Code, §§ 2698, et seq.).

1.23 “PAGA Notice” means Plaintiffs’ September 14, 2022, letter to Markarian and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.24 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA.

1.25 “PAGA Representative Payments” means the payments to the Plaintiffs for initiating the Action and providing services in support of the Action.

1.26 “Plaintiffs” means Juan Quintero and Miguel Avila, the named plaintiffs in the Action.

1.27 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

1.28 “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.29 “Released Parties” means Markarian, and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.30 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.31 “Markarian” means named Defendant Greg Markarian Ag Enterprises, Inc.

2. RECITALS.

2.1 On January 10, 2023, Plaintiff Quintero commenced this Action by filing a Complaint alleging a single cause of action against Markarian under PAGA for alleged Labor Code violations. On February 3, 2023, Plaintiff Quintero filed a First Amended Complaint adding Plaintiff Avila as a party-plaintiff and further adding individual causes of action against Markarian for alleged failure to pay wages, failure to provide meal and rest breaks, failure to reimburse business expenses, failure to provide accurate wage statements, failure to timely pay wages upon separation of employment, and unfair competition. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Markarian denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs provided timely written notice to Markarian and the LWDA by sending the PAGA Notice.

2.3 In November 20, 2023, the Parties mediated the Action with professional neutral Laurie Quigley Saldana, Esq., and reached a tentative settlement of the entire Action. Prior to mediation and negotiating the Settlement, Plaintiffs obtained informal discovery, including Plaintiffs’ personnel files, the number of potential Aggrieved Employees, the number of aggregate pay periods, payroll and time records for a sampling of Aggrieved Employees, and relevant policy documents regarding Defendant’s time keeping and reporting policies and meal and rest break policies.

2.4 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Markarian promises to pay \$30,000.00 and no more as the Gross Settlement Amount, except that Markarian shall separately pay all required employer-side payroll taxes on the part of the Individual Settlements allocated to alleged unpaid wages. Markarian has no obligation to pay the Gross Settlement Amount or any required employer-side payroll taxes prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Markarian.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court upon approval of the Settlement:

3.2.1 To Plaintiffs: An Individual Settlements payment of \$15,000.00 in resolution of Plaintiffs' individual claims asserted in the Action. The Individual Settlements payment shall be paid as follows: (a) a check for \$1,000.00, less applicable withholdings, payable to Juan Quintero, in satisfaction of claims for alleged unpaid wages, which payment shall be reported using one or more IRS W-2 Forms; (b) a check for \$500.00, less applicable withholdings, payable to Miguel Avila, in satisfaction of claims for alleged unpaid wages, which payment shall be reported using one or more IRS W-2 Forms, and (c) a check for \$13,500.00 payable to the Law Offices of J. Kirk Donnelly, APC IOLTA, in satisfaction of claims for alleged interest, penalties, unreimbursed expenses, and attorney's fees and costs, which payment shall be reported using one or more IRS 1099 Forms.

3.2.2 To Plaintiffs: PAGA Representative Payments to the Plaintiffs of not more than \$250 each (in addition to any Individual Settlements payment and Individual PAGA Payments the Plaintiffs are entitled to receive under the Settlement). Markarian will not oppose Plaintiffs' requests for PAGA Representative Payments that do not exceed this amount. As part of the motion for approval of the settlement, Plaintiffs will seek Court approval for any PAGA Representative Payments. If the Court approves PAGA Representative Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the PAGA Representative Payments.

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 1/3 of the PAGA Allocation, which is currently estimated to be \$5,000.00, and PAGA Counsel Litigation Expenses Payment of not more than \$4,000.00. Markarian will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel

or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Markarian harmless, and indemnifies Markarian, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.4 To the Administrator: An Administrator Expenses Payment not to exceed \$1,550.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$1,550.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$3,950.00 to be paid from the Gross Settlement Amount, with 75% (\$2,962.50) allocated to the LWDA PAGA Payment and 25% (\$987.50) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$987.50) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Markarian estimates there are 29 Aggrieved Employees who worked a total 600 of PAGA Pay Periods during the PAGA period.

4.2 Aggrieved Employee Data. Within 15 days of the Effective Date, Markarian will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Markarian has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Markarian must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Markarian shall fully fund the Gross Settlement Amount, plus any additional amounts required to pay employer-side payroll taxes, by transmitting the funds by wire transfer to the Administrator no later than 15 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 10 days after Markarian funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments and the LWDA PAGA Payment, and pay itself the Administration Expenses Payment. The Administrator also shall mail checks for the Individual Settlements, the Enhancement Awards, and the PAGA Counsel Expenses Payment and PAGA Counsel Fee Payment by mail to PAGA Counsel.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 120 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the Charlie Keyan Armenian Community School located at 108 N. Villa Ave., Clovis, California 93612, as the proposed *cy pres beneficiary*, subject to Court approval.

4.4.4 The payment of Individual PAGA Payments shall not obligate Markarian to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS**

Effective on the date when Markarian fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Settlements Plaintiffs and the Aggrieved Employees will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences of any kind or nature whatsoever arising out of Plaintiffs' employment with Markarian and the termination thereof ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any

claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time.

Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

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.

5.2 Release by Aggrieved Employees: All Aggrieved Employees 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, including their former and present PEO, representatives, officers and directors, agents, attorneys, heirs, administrators, affiliates, successors, assigns from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

5.3 Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

6.1 Plaintiffs will prepare and file a motion for approval of this Settlement, and provide a copy of the motion to Defense counsel at least 7 days before filing. PAGA Counsel will expeditiously finalize and file the motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and obtain a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.

6.1.1 Duty to Cooperate. If the Parties disagree on any aspect of the proposed motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by

meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. CONTINUING JURISDICTION OF THE COURT.

8.1 The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

8.2 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9. ADDITIONAL PROVISIONS.

9.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Markarian that any of the allegations in the Operative Complaint have merit or that Markarian has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that

Markarian's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Markarian reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Markarian's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

9.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

9.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Markarian, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

9.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

9.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

9.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Markarian nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

9.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

9.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

9.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

9.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

9.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

9.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Markarian in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Markarian unless, prior to the Administrator's payment of all Settlement Funds, Markarian makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

9.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

9.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

9.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff:

J. Kirk Donnelly
Law Offices of J. Kirk Donnelly, APC
2173 Salk Ave., Ste. 250
Carlsbad, CA 92008

To Markarian:

James D. Miller
Kevin B. Piercy
Raimondo | Miller, ALC
PO Box 28100
Fresno, CA 93729

9.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by

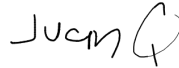
facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

9.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

AGREED AS TO FORM AND CONTENT

Date: 01 / 19 / 2024

PLAINTIFF JUAN QUINTERO



Juan Quintero

PLAINTIFF MIGUEL AVILA

Date: _____

Miguel Avila

DEFENDANT GREG MARKARIAN AG
ENTERPRISES, LLC

Date: _____

Sign: _____

Print Name: _____

Its: _____

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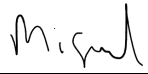
PLAINTIFF JUAN QUINTERO

Date: _____

Juan Quintero

PLAINTIFF MIGUEL AVILA

Date: 01 / 19 / 2024



Miguel Avila

DEFENDANT GREG MARKARIAN AG
ENTERPRISES, LLC

Date: _____

Sign: _____

Print Name: _____

Its: _____

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AGREED AS TO FORM AND CONTENT

PLAINTIFF JUAN QUINTERO

Date: _____

Juan Quintero

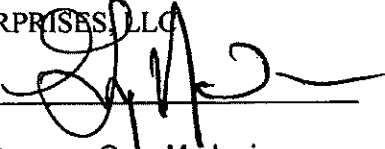
PLAINTIFF MIGUEL AVILA

Date: _____

Miguel Avila

DEFENDANT GREG MARKARIAN AG
ENTERPRISES, LLC

Date: 01/25/2024

Sign:  _____

Print Name: Greg Markarian

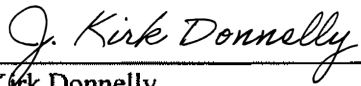
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Date: 1/23/24

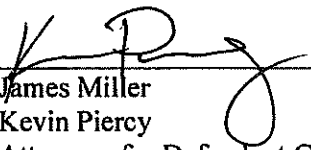
LAW OFFICES OF J. KIRK DONNELLY,
APC



J. Kirk Donnelly
Attorneys for Plaintiffs Juan Quintero and
Miguel Avila

RAIMONDO | MILLER, ALC

Date: 2/1/24



James Miller
Kevin Piercy
Attorneys for Defendant Greg Markarian Ag
Enterprises, Inc.