

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the “Agreement”) is entered into by and between **AMANDEEP KAUR KANDOLA and BHUPINDER SINGH KANDOLA (dba “B KANDOLA FARM”)** (collectively referred to throughout this Agreement as “Defendants”) and **ADRIAN ARROYO** (“Plaintiff”). The term “Party” or “Parties” as used herein shall refer to Defendants, Plaintiff, or both, as may be appropriate.

1. Recitals.

This Agreement is made with reference to the following facts:

- (a) Plaintiff was formerly employed by Defendants;
- (b) Plaintiff’s last day of employment as it pertains to Defendants was on or around April 2022;
- (c) On or about September 7, 2022, Plaintiff brought an action pursuant to the California Labor Code (the “Individual Claims”), as well as class action allegations thereon, and a representative action pursuant to the California Private Attorneys’ General Act (“PAGA”) (the “PAGA Claim”), both pending as *Martinez et al. v. Amandeep Kaur Kandola, et al.*, in the Superior Court of California, County of Merced, Case No.: 22CV-02963 (the “Action”). For the Individual Claims, Plaintiff asserts the following causes of action: (1) Failure to Pay for All Hours Worked; (2) Failure to Pay Minimum Wage; (3) Failure to Pay Overtime Wages; (4) Failure to Provide Meal Periods or Pay premium Wages in Lieu Thereof; (5) Failure to Provide Rest Breaks or Pay premium Wages in Lieu Thereof; (6) Failure to Furnish Accurate Itemized Wage Statements; (7) Failure to Pay Final Wages Timely Upon Cessation of Employment; and (8) Violation of Unfair Competition Law Pursuant to Business & Professions Code sections 17200, *et seq.* For the Ninth PAGA claim, added in the First Amended Complaint, filed on December 19, 2022, Plaintiff prays for civil penalties and attorneys’ fees, interest, and costs. Plaintiff’s class action and representative PAGA claims will be dismissed, subject to Court approval, through a forthcoming and separately filed request for dismissal of class and representative action claims without prejudice; and
- (d) There has been no determination on the merits of the Action but, in order to avoid additional cost and the uncertainty of litigation, Plaintiff and Defendants have agreed, subject to the provisions in Section 5 below, to resolve any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against Defendants and/or Defendants’ direct and indirect past, present, and future parent corporation, affiliates, subsidiaries, partners, divisions, predecessors, insurers, reinsurers, professional employment organizations, representatives, successors, and assigns, and their current and former employees, attorneys, officers, owners, members, managers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries, both individually and in their business capacities (collectively referred to throughout the remainder of this Agreement as “Releasees”) as of the date of execution of this Agreement.

2. Consideration/Indemnification for Tax Consequences and Liens.

- (a) In consideration for Plaintiff signing this Agreement, and complying with its terms, and provided Plaintiff does not subsequently revoke this Agreement within the allotted

time, Defendants agree to pay the total gross sum of TWENTY-ONE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$21,500.00) (the “Settlement Payment”), to be paid as follows:

(1) One payment for alleged lost and unpaid wages by check made payable to “ADRIAN ARROYO” in the amount of EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$800.00), less applicable payroll/tax withholdings, for which an IRS Form W-2 shall be issued to Plaintiff (“Plaintiff Wage Payment”). Defendants shall be solely responsible for paying its employer-side taxes associated with this \$800.00 payment only;

(2) One payment for alleged liquidated or other non-wage damages by check made payable to “ADRIAN ARROYO” in the amount of NINE THOUSAND DOLLARS AND ZERO CENTS (\$9,000.00), for which an IRS Form 1099-Misc shall be issued to Plaintiff (“Plaintiff Non-Wage Payment”);

(3) One payment representing the portion of PAGA civil penalties payable to the LWDA pursuant to Labor Code section 2699, subdivision (i), by check made payable to “Advocates for Workers Rights, LLP” (“Plaintiff’s Counsel”) in the amount of TWO HUNDRED DOLLARS AND ZERO CENTS (\$200.00), for which Plaintiff’s counsel shall submit to the LWDA and for which an IRS Form 1099-MISC shall be issued to Plaintiff’s Counsel; and

(4) One payment for attorneys’ fees of SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$7,500.00) and costs of FOUR THOUSAND DOLLARS AND ZERO CENTS (\$4,000.00) by check made payable to “Advocates for Workers Rights, LLP” (“Plaintiff’s Counsel”) in the amount of ELEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$11,500.00) (“Counsel Payment”), for which an IRS Form 1099-MISC shall be issued to Plaintiff’s Counsel.

(b) Plaintiff agrees that Plaintiff is responsible for all applicable taxes, if any, as a result of the receipt of these monies in Section 2(a). Plaintiff understands and agrees Defendants are providing Plaintiff with no representations regarding tax obligations or consequences that may arise from this Agreement. Plaintiff, for Plaintiff and Plaintiff’s dependents, successors, assigns, heirs, executors, and administrators (and Plaintiff’s legal representatives of every kind), agrees to indemnify and hold the Releasees harmless for the amount of any taxes, penalties, or interest that may be assessed by any governmental tax authority against any of the Releasees in connection with such governmental authority’s determination that Defendants or any of the other Releasees were required to, but failed to, withhold or report the correct amount of income or employment taxes from the payments made to Plaintiff or Plaintiff’s Counsel pursuant to Section 2(a) of this Agreement. Plaintiff agrees that Plaintiff shall indemnify the Releasees for the full amount of such liability within thirty (30) days after receipt of notice from Defendants or any of the other Releasees of the assessment of such taxes, penalties, or interest.

(c) The Parties acknowledge that there is a good faith dispute regarding Plaintiff’s allegations of unpaid wages and that the consideration set forth in Section 2(a) above includes a good faith, reasonable compromise, and settlement regarding such claims.

(d) Plaintiff affirms that, in the event any attorneys or third parties have asserted or assert a hold or lien or other encumbrance or interest in Plaintiff’s claims, demands, and causes

of action against Releasees, Plaintiff will be responsible for paying any costs and fees associated with and otherwise satisfying that hold or lien or other encumbrance, and will hold Releasees and their attorneys harmless for any costs or fees they incur in association with the hold or lien.

(e) Any settlement payments made by check set forth in this Section will be delivered to Plaintiff's Counsel.

3. Condition Precedent.

This Agreement shall not be effective unless and until the court in the Action enters an order granting approval to the PAGA action settlement on a non-representative basis as to the PAGA claims associated with Plaintiff individually. The Court's approval of the settlement of Plaintiff's individual PAGA claims pursuant to Labor Code section 2699(1)(2) is a prerequisite to any obligation of Defendant to pay the Settlement Payment under this Agreement.

The Parties agree to cooperate to draft and file a stipulation to effectuate 1) the dismissal of the class claims in the Action, 2) the dismissal of the representative/non-individual PAGA claims in the Action, and 3) approval of the settlement of the individual PAGA claims in the Action with respect to Plaintiff.

4. No Consideration Absent Execution of this Agreement.

Plaintiff understands and agrees that Plaintiff would not receive the monies and/or benefits specified in Section 2(a) above, except for Plaintiff's timely execution of this Agreement and the fulfillment of the promises contained herein. Plaintiff and Defendants understand and agree that if the Court does not approve the dismissal of the class and representative claims without prejudice, this Agreement shall be null and void and Defendants shall have no obligation to pay Plaintiff the settlement monies described in Section 2(a).

5. Payment of Settlement Funds/Dismissal of Action.

Defendants shall pay to Plaintiff the gross amount of the Settlement Payment, subject to:

(a) Plaintiff signing and not revoking this Agreement and returning to the Defendants' Counsel

(1) a copy of the signed Agreement; and

(2) completed Form W-9s for Plaintiff and their Counsel

(b) The Court entering an order approving dismissal of Plaintiff's class and representative action claims without prejudice,

Defendants shall pay the Settlement Payment according to the following schedule:

(a) Defendants shall pay to Plaintiff the Plaintiff Wage Payment and the Plaintiff Non-Wage Payment (Section 2(a)(1)-(2)) within ninety (90) days from the date of execution of this agreement, once the revocation period following the signing of this Agreement has expired.

(b) Defendants shall pay to Advocates for Worker Rights LLP the Counsel Payment within one hundred and eighty (180) days from the date of execution of this agreement, once the revocation period following the signing of this Agreement has expired.

(c) If the date by which the payment described herein is to be made available to Plaintiff or their Counsel falls on a Saturday, Sunday, or legal holiday in the State of California, then the date said payment shall be made available shall be the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

(d) All payments shall be delivered to: Eric S. Trabucco, Advocates for Worker Rights LLP, 212 9th Street, Suite 314, Oakland, California 94607.

(e) Plaintiff shall file a Request for Dismissal of the Individual Claims within seven (7) days of Plaintiff's Counsel's receipt of the settlement funds set forth in Section 2(a)(3) above. No Party shall claim to be the prevailing party in the Action.

6. General Release, Claims Not Released and Related Provisions.

(a) **Release of Asserted Claims.** Plaintiff and Plaintiff's heirs, executors, administrators, successors, and assigns knowingly and voluntarily release and forever discharge Releasees of any and all claims, damages, debts, agreements, lawsuits, and judgments, whether known or unknown, arising out of or in any way connected with 1) the claims asserted in the Action, 2) any other claims arising from Plaintiff's employment by Defendant and/or any of the Releasees, and any and all transactions, occurrences, or matters between the Parties and/or the Releasees occurring prior to the date of this Agreement. The Released Claims includes, but is not limited to, Plaintiff's claims for: (1) Failure to Pay for All Hours Worked; (2) Failure to Pay Minimum Wage; (3) Failure to Pay Overtime Wages; (4) Failure to Provide Meal Periods or Pay premium Wages in Lieu Thereof; (5) Failure to Provide Rest Breaks or Pay premium Wages in Lieu Thereof; (6) Failure to Furnish Accurate Itemized Wage Statements; (7) Failure to Pay Final Wages Timely Upon Cessation of Employment; (8) Violation of Unfair Competition Law Pursuant to Business & Professions Code sections 17200, *et seq.*, and (9) PAGA claims for civil penalties on an individual/non-representative basis for Plaintiff only.

(b) **General Release of All Claims.** Plaintiff and Plaintiff's heirs, executors, administrators, successors, and assigns knowingly and voluntarily release and forever discharge Releasees, of and from any and all claims, known and unknown, asserted or unasserted, which Plaintiff has or may have against Releasees as of the date of execution of this Agreement, including, but not limited to, any alleged violation of the following, as amended:

- Title VII of the Civil Rights Act of 1964;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974 ("ERISA");
- The Internal Revenue Code of 1986;
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- The Worker Adjustment and Retraining Notification Act;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;

- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- The Age Discrimination in Employment Act of 1967 (“ADEA”);
- The Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”);
- Families First Coronavirus Response Act;
- California Family Rights Act – Cal. Gov’t Code § 12945.2;
- California Fair Employment and Housing Act – Cal. Gov’t Code § 12900 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.;
- Those provisions of the California Labor Code that lawfully may be released;
- any other federal, state or local law, rule, regulation, or ordinance;
- any public policy, contract, tort, or common law; or
- any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters.

(c) **Claims Not Released.** Plaintiff is not waiving any rights Plaintiff may have to: (i) Plaintiff’s own vested or accrued employee benefits under Defendants’ qualified retirement benefit plans as of the Separation Date; (ii) benefits or rights to seek benefits under applicable workers’ compensation (except as to claims under Labor Code sections 132a and 4553) or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Agreement; (iv) enforce this Agreement; or (v) challenge the validity of this Agreement.

(d) **Governmental Agencies.** Nothing in this Agreement prohibits, prevents, or otherwise limits Plaintiff from filing a charge or complaint with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before any federal, state, or local government agency (*e.g.*, EEOC, NLRB, SEC) or in any legislative or judicial proceeding nor does anything in this Agreement preclude, prohibit or otherwise limit, in any way, Plaintiff’s rights and abilities to contact, communicate with or report unlawful conduct to federal, state, or local officials for investigation or participate in any whistleblower program administered by any such agencies. However, to the maximum extent permitted by law, Plaintiff agrees that if such an administrative claim is made, Plaintiff shall not be entitled to recover any individual monetary relief or other individual remedies. Furthermore, if any such administrative claim is made on behalf of Plaintiff against Defendant and/or any of the Releasees, Plaintiff agrees to direct the agency or court to withdraw from or dismiss the matter with prejudice.

(e) **Collective/Class Action Waiver and Jury Waiver.** If any claim is not subject to release, to the extent permitted by law, Plaintiff waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which any of the Defendants or any other Releasee identified in this Agreement is a party. Similarly, as to any such claim against any Releasee that is not otherwise released, Plaintiff waives Plaintiff's right to a jury trial subject to applicable law.

(f) **Waiver of California Civil Code Section 1542.** To effect a full and complete general release as described above, Plaintiff expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California, and do so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states 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, and to implement a full and complete release and discharge of the Releasees, Plaintiff expressly acknowledges this Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspects to exist in Plaintiff's favor at the time of signing this Agreement, and that this Agreement contemplates the extinguishment of any such claims. Plaintiff warrants Plaintiff has read this Agreement, or has had it read to Plaintiff (and to the extent necessary translated in my native language) including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Agreement and specifically about the waiver of Section 1542, and that Plaintiff understands this Agreement and the Section 1542 waiver, and so Plaintiff freely and knowingly enters into this Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

7. Confidentiality.

(a) Except as provided below, Plaintiff agrees that they will not disclose to others, either directly, indirectly, or by implication, the terms of this Agreement, that any monetary consideration has been involved in any resolution, the amounts referred to in this Agreement (either by specific dollar amount, by number of "figures," or the amount), and the settlement discussions leading up to this settlement, and that they will keep all such matters completely confidential and will not hereafter disclose any information in this Agreement to anyone or anything, except as required by law, or for legitimate law enforcement or compliance purposes, or to their immediate family members, respective tax or legal advisors (if any), provided they are advised as to the confidentiality obligations imposed by this Agreement. Plaintiff specifically agrees that their obligation to maintain the confidentiality of this Agreement is a material term of

this Agreement without which the Company would not have entered into this Agreement. Nothing in this Agreement 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.

(b) Plaintiff acknowledges and agrees that the time and expenses involved in proving in any forum the actual damage or loss suffered by Defendants if there is a breach of the limited disclosure provision contained in Section 6(a) above make this case appropriate for liquidated damages. Accordingly, instead of requiring any proof of damages or losses, Plaintiff agrees that as liquidated damages for any single incident of breach of Section 6(a), as determined by a court of competent jurisdiction, Plaintiff shall pay to Defendants the sum of TWO THOUSAND DOLLARS AND ZERO CENTS (\$2,000.00) per breach, which represents reasonable compensation to Defendants for the loss incurred because of such a breach. Neither the breach of said Section 6(a) nor the payment of liquidated damages shall affect the continuing validity or enforceability of this Agreement. The prevailing party shall recover their attorneys' fees incurred in connection with any claim based upon a breach of Section 6(a).

8. Acknowledgements and Affirmations.

(a) Plaintiff affirms that Plaintiff has not filed, caused to be filed, or presently are parties to any claim against Defendants, except the Action, of which the class and representative action claims will be dismissed without prejudice via a forthcoming request for dismissal under California Rules of Court, rule 3.770, and of which the individual claims will be dismissed with prejudice. Nothing in this Agreement or these Affirmations is intended to impair Plaintiff's rights under whistleblower laws or cause Plaintiff to disclose Plaintiff's participation in any governmental whistleblower program or any whistleblowing statute(s) or regulation(s) allowing for anonymity.

(b) Plaintiff also affirms that Plaintiff has reported all hours worked as of the date Plaintiff signs this Agreement and has been paid and/or has received all compensation, wages, bonuses, commissions, paid sick leave, predictability pay, and/or benefits which are due and payable as of the date Plaintiff signs this Agreement and Plaintiff has been reimbursed for all necessary expenses or losses incurred by Plaintiff within the scope of Plaintiff's employment. Plaintiff further affirms that Plaintiff has submitted expense reports for all necessary expenses or losses incurred by Plaintiff within the scope of Plaintiff's employment, except as alleged in the Action and which claims are expressly released pursuant to this Agreement.

(c) Plaintiff further affirms that Plaintiff has no known workplace injuries or occupational diseases arising from his employment with Defendants, and that Plaintiff has been granted or has not been denied any leave to which Plaintiff was entitled under the Family and Medical Leave Act, the California Family Rights Act, or disability accommodation laws.

(d) Plaintiff and Defendants acknowledge Plaintiff's rights to make truthful statements or disclosures required by law, regulation, or legal process and to request or receive confidential legal advice, and nothing in this Agreement shall be deemed to impair those rights.

9. Return of Property.

Except as provided otherwise in this Agreement or by law, Plaintiff affirms that Plaintiff has returned all of Defendant's property, documents, and/or any confidential information in Plaintiff's possession or control.

Plaintiff also affirms that Plaintiff is in possession of all of Plaintiff's property that Plaintiff had at Defendants' premises and that Defendants are not in possession of any of Plaintiff's property.

10. Non-Disparagement.

Defendants agree to refrain from making false statements that are disparaging, demeaning, or defamatory about Plaintiff, including but not limited to communications on social media websites, by text or email or other electronic means. Plaintiff agrees to refrain from making false statements that are disparaging, demeaning, or defamatory about Defendants, including but not limited to communications on social media websites, by text or email or other electronic means. This provision does not prohibit Plaintiff from making truthful statements about the terms or conditions of Plaintiff's employment, or from exercising Plaintiff's rights under the National Labor Relations Act, government whistleblower programs, or whistleblowing statutes or regulations.

11. Neutral Reference.

Defendants agree to provide Plaintiff a neutral reference. If contacted by a third party for an employment reference, Defendants will provide only the dates of Plaintiff's employment, positions, and most recent wage rate(s).

12. Medicare Secondary Payer Rules.

As a term of this Settlement Agreement, the Parties have fully considered Medicare's interests pursuant to the Medicare Secondary Payer rules. In doing so, Plaintiff affirms that as of the date Plaintiff executes this Settlement Agreement, Plaintiff is not Medicare eligible (*i.e.*, is not 65 years of age or older; is not suffering from end-stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, *etc.*). Nonetheless, if the Centers for Medicare & Medicaid Services (the "CMS") (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in the payment to Plaintiff under this Settlement Agreement, Plaintiff agrees to (i) indemnify, defend, and hold the Released Parties harmless from any action by the CMS relating to medical expenses of Plaintiff, (ii) reasonably cooperate with the Released Parties upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and any claim that the CMS may make and for which Plaintiff is required to indemnify the Released Parties under this paragraph, and (iii) waive any and all future actions against the Released Parties for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

13. Responsibilities of Plaintiff's Counsel.

Plaintiff's Counsel shall be responsible for drafting and filing any and all paperwork necessary to effectuate the release of Plaintiff's individual claims under PAGA (Labor Code

section 2699, et seq.). Plaintiff's counsel agrees to provide any and all notices to the LWDA required to effectuate this Settlement Agreement, including but not limited to the notice required by California Labor Code section 2699 subdivision (l)(2). The Parties agree to cooperate and use their best efforts, in good faith, to implement the Agreement in preparing and filing any necessary paperwork to obtain approval of this Agreement.

14. Governing Law and Interpretation.

This Agreement shall be governed and conformed in accordance with the laws of California without regard to its conflict of laws provision; provided, however, that parole evidence shall not be admissible to alter, vary, or supplement the terms of this Agreement. In the event of a breach of any provision of this Agreement, any Party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. However, the Party instituting such an action must take steps to file this Agreement or any documents setting forth the terms of this Agreement with the court under seal. In an action to enforce any term or terms of this Agreement or to seek damages for breach of this Agreement, the prevailing party in that action shall be entitled to recover reasonable attorney's fees. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Should a court declare or find the general release in this Agreement to be unenforceable for any reason, Plaintiff agrees to sign a replacement release in a form provided by Defendants. It is the intent of the Parties, pursuant to Evidence Code sections 1122(a)(1) and 1123, that all of the terms of this Agreement shall be admissible and may be disclosed under seal to a court of law and shall be enforceable and binding upon them in a court of law.

15. Nonadmission of Wrongdoing.

The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of wrongdoing or evidence of any liability or unlawful conduct of any kind.

16. Amendment.

This Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.

17. Entire Agreement.

This Agreement sets forth the entire agreement between the Parties hereto, and together fully supersedes any prior agreements or understandings between the Parties, except for any arbitration, intellectual property, noncompete, restrictive covenant, non-solicitation, nondisclosure, or confidentiality agreements between Defendants and Plaintiff, which shall remain in full force and effect according to their terms. Plaintiff acknowledges that Plaintiff has not relied on any representations, promises, or agreements of any kind made to Plaintiff in connection with Plaintiff's decision to accept this Agreement, except for those set forth in this Agreement.

18. Counterparts and Signatures.

This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Agreement or a signature transmitted by facsimile or electronic mail, or which is made electronically, will have the same effect as the original signature.

19. Mutual Negotiation.

This Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity, or uncertainty, this Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly.

20. Third Party Beneficiaries.

All Releasees are third party beneficiaries of this Agreement for purposes of the protections offered by this Agreement, and they shall be entitled to enforce the provisions of this Agreement applicable to any such Releasee as against Plaintiff or any party acting on Plaintiff's behalf.

21. No Transfer/Assignment of Claims.

Plaintiff warrants and represents that Plaintiff has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Agreement. Plaintiff and Plaintiff's Counsel agree that they solely are responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold the Releasees harmless against any liens, damages, penalties, fines, fees, assessments, taxes, or attorneys' fees that may be imposed against or incurred by any of the Releasees as a result of the actions of any lien holder or any lien claimant or any taxing authority or any court in relation to any interest which any third-party may have in any claim which Plaintiff is releasing under this Agreement or any interest in any of the proceeds paid to Plaintiff or Plaintiff's Counsel under this Agreement.

22. Attorneys' Fees.

In the event suit is brought to enforce or interpret any part of this Agreement other than the validity of the ADEA waiver, the prevailing party shall be entitled to recover as an element of its costs of suit, reasonable attorneys' fees. If any action is filed to challenge the knowing or voluntary nature of the ADEA waiver, the prevailing party shall recover its costs of suit and reasonable attorneys' fees only to the extent allowed by federal and/or state discrimination laws. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit ends with a final judgment. This Agreement shall be interpreted under the laws of the State of California. The Parties hereto agree that the Kern County Superior Court shall retain jurisdiction over the Litigation and the underlying Complaint, pursuant to California Code of Civil Procedure section 664.6, for the purposes of enforcing the terms hereof.

PLAINTIFF ACKNOWLEDGES THAT PLAINTIFF ALREADY HAS ATTAINED THE AGE OF FORTY (40) AND UNDERSTANDS THAT THIS IS A FULL RELEASE OF ALL EXISTING CLAIMS WHETHER CURRENTLY KNOWN OR UNKNOWN

INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR AGE DISCRIMINATION UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT.

PLAINTIFF IS ADVISED THAT PLAINTIFF HAS UP TO TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS AGREEMENT. PLAINTIFF ALSO IS ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO PLAINTIFF'S SIGNING OF THIS AGREEMENT AND HAVE IN FACT OBTAINED LEGAL REPRESENTATION ABOUT THE DECISION TO ENTER INTO THIS AGREEMENT BY PLAINTIFF'S COUNSEL ADVOCATES FOR WORKERS RIGHTS, LLP, AND SO DOING, ENTER INTO THIS AGREEMENT.

PLAINTIFF MAY REVOKE THIS AGREEMENT FOR A PERIOD OF SEVEN (7) CALENDAR DAYS FOLLOWING THE DAY ON WHICH PLAINTIFF SIGNS OR ENTERS INTO THIS AGREEMENT AND THE AGREEMENT IS NOT ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED. ANY REVOCATION WITHIN THIS PERIOD MUST BE SUBMITTED, IN WRITING AND STATE, "I HEREBY REVOKE MY ACCEPTANCE OF OUR AGREEMENT AND GENERAL RELEASE." THE REVOCATION MUST BE SENT VIA OVERNIGHT MAIL AND EMAIL TO THE ADDRESSES BELOW WITHIN SEVEN (7) CALENDAR DAYS AFTER PLAINTIFF SIGNS OR ENTERS INTO THIS AGREEMENT.

**Andrew Woo (AWoo@littler.com)
Gary Bethel (GBethel@littler.com)
Littler Mendelson, P.C.
5200 North Palm Avenue, Suite 302
Fresno, CA 93704**

PLAINTIFF UNDERSTANDS THAT THE RELEASES CONTAINED IN THIS AGREEMENT DO NOT EXTEND TO ANY RIGHTS OR CLAIMS THAT PLAINTIFF HAS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT THAT FIRST ARISE AFTER EXECUTION OF THIS AGREEMENT.

PLAINTIFF AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT, DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL CONSIDERATION PERIOD.

PLAINTIFF AGREES THAT HE FULLY UNDERSTANDS THE TERMS OF THIS AGREEMENT. PLAINTIFF'S COUNSEL OF RECORD AFFIRMS THAT PLAINTIFF WAS PROVIDED WITH A SPANISH TRANSLATION OF THE AGREEMENT AND THAT PLAINTIFF FULLY UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT.

PLAINTIFF FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS PLAINTIFF HAS OR MIGHT HAVE AGAINST RELEASEES.

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:



ADRIAN ARROYO

01/31/2024

Date: _____

AMANDEEP KAUR KANDOLA

Date: _____

BHUPINDER SINGH KANDOLA

Date: _____

ADRIAN ARROYO

Date: _____

Amandeep Kaur Kandola
AMANDEEP KAUR KANDOLA

Date: 11/31/2024

Bhupinder S. Kandola
BHUPINDER SINGH KANDOLA

Date: 11/31/2024

ADRIAN ARROYO

Date: _____

Amandeep Kaur Kandola
AMANDEEP KAUR KANDOLA

Date: 11/31/2024

Bhupinder S. Kandola
BHUPINDER SINGH KANDOLA

Date: 11/31/2024