

INDIVIDUAL AND PAGA SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

Subject to court approval, Plaintiffs Carmen Mina Suarez, Cecilia Dolores Martinez, Alfonso Maldonado Santiago, Margarita Lopez Hernandez, Lorenzo Romero Rodriguez, Nieves Guevara Solano, Marcelina Diego Gonzalez, Fidel Galvez Barrera, Candido Lopez Vasquez, Filiberto Lopez Vasquez, Maydeli Guzman Sierra, Maria Soledad Montoya, Samuel Salazar Aguilar, Leonardo Salazar Tomas, Jose Fernando Ortiz, and Isidro Sanchez (together “Plaintiffs”), in their individual capacities and on behalf of the aggrieved employees and as private attorney general on behalf of the State of California, on the one hand, and Defendants Seventh Tree Farm, Inc., Durango Harvest, Inc., Omar Hermocillo, Cindy Balderas, Patricia Medina, Reyes Balderas (“Defendants”), on the other hand (collectively, the “Parties”), hereby agree to the following settlement (“Settlement,” “Settlement Agreement,” or “Agreement”) of individual claims and claims under the Private Attorneys General Act (“PAGA”)

RECITALS

WHEREAS, on January 19, 2023, counsel for Plaintiffs sent notice to the Labor and Workforce Development Agency (“LWDA”) and Reiter Affiliated Companies, LLC, Reiter Brothers, Inc., Durango Harvest, Inc., Seventh Tree Farm, Inc., Omar Hermocillo, Patricia Medina, and Cindy Balderas of their intent to pursue a representative action pursuant to PAGA, on behalf of themselves and the State of California, as well as on behalf of a group of alleged aggrieved employees based on alleged violations of California Labor Code sections 201, 202, 203, 205, 205.5, 210, 218, 226, 226.2, 226.3, 510, 558, 558.1, 1174.5, 1182.12, 1197.1, 1194, 1194.2, 1197, and 1197.1 8 Cal. Code of Regs. Section 11140 and Industrial Welfare Commission Wage Order 14(“PAGA Notice”);

WHEREAS, on February 8, 2023, counsel for Plaintiffs sent an amended notice to the LWDA and Driscoll’s, Inc., Reiter Affiliated Companies, LLC, Reiter Brothers, Inc., Durango Harvest, Inc., Seventh Tree Farm, Inc., Omar Hermocillo, Patricia Medina, and Cindy Balderas which alleged violations of California Labor Code sections 201, 202, 203, 205, 205.5, 210, 218, 226, 226.2, 226.3, 510, 558, 558.1, 1174.5, 1197.1, 1194, 1197, and 1197.1, as well as applicable Industrial Welfare Commission Wage Orders (“Amended PAGA Notice”);

WHEREAS, on April 17, 2023, Plaintiffs filed a lawsuit entitled *Carmen Mina Suarez, et al. v. Seventh Tree Farm, Inc., et al.*, Ventura County Superior Court, Case No. 2023CUOE007871 (“PAGA Action”) against Seventh Tree Farm, Inc., Durango Harvest, Inc., Omar Hermocillo, Cindy Balderas, Patricia Medina, Reyes Balderas, and Driscoll’s, Inc.;

WHEREAS, on September 7, 2023, counsel for Plaintiffs sent a second amended notice to the LWDA and Duji Exchange, LLC, Driscoll’s, Inc., Reiter Affiliated Companies, LLC, Reiter Brothers, Inc., Durango Harvest, Inc., Seventh Tree Farm, Inc., Omar Hermocillo, Patricia Medina, Reyes Balderas, and Cindy Balderas which alleged violations of California Labor Code sections 201, 202, 203, 205, 205.5, 210, 218, 226, 226.2, 226.3, 510, 558, 558.1, 1174.5, 1197.1, 1194, 1197, and 1197.1 as well as applicable Industrial Welfare Commission Wage Orders (“Second Amended PAGA Notice”);

WHEREAS, on October 4, 2023, Plaintiffs filed a First Amended Complaint to name Duji Exchange, LLC and Reiter Affiliated Companies, LLC as additional defendants;

WHEREAS, on March 19, 2024, Plaintiffs filed a Second Amended Complaint to add a wage statement claim and to formally include Duji Exchange, LLC as a defendant on the PAGA representative claim;

WHEREAS, on October 24, 2024, Plaintiffs filed a Third Amended Complaint, which is the Operative Complaint in the PAGA Action;

WHEREAS, Defendants at all relevant times denied, and currently deny, all claims;

WHEREAS, on July 15, 2024, counsel for Plaintiffs and Defendants participated in an all-day mediation with experienced wage-and-hour mediator Henry Bongiovi, Esq.

WHEREAS, the Parties continued settlement discussions with the assistance of the mediator for months following mediation, and thereafter agreed to resolve the PAGA Action; ultimately reached the Settlement described herein, which was negotiated in light of all known facts and circumstances, including the potential defenses asserted by Defendants, the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues.

PERSONS COVERED BY THE SETTLEMENT

1. **Releases by Plaintiffs:** In exchange for the consideration provided herein, Plaintiffs

agree to a general release of all claims described in paragraphs 21, 22 and 23 below.

2. **Aggrieved Employees:** In addition to the settlement and general release of Plaintiffs' individual claims, this Settlement covers all non-exempt employees of Durango Harvest, Inc. and/or Seventh Tree Farm, Inc. who worked at any time during the Settlement Period ("Aggrieved Employees").

3. **Settlement Period:** The Settlement of PAGA Claims covers the period from January 19, 2022 through July 8, 2022 ("Settlement Period").

4. **Effective Date:** The "Effective Date" will be the date the Court enters a Judgment and Order approving this Settlement. At no time will Defendants have any obligation to fund the Settlement, in whole or in part, until after the occurrence of this Effective Date.

SETTLEMENT CONSIDERATION

5. **Settlement Amount:** Subject to the terms and conditions of this Agreement, Defendants will pay the gross maximum amount of Two Hundred Sixty-Five Thousand U.S. Dollars (\$265,000.00) ("Settlement Amount") to settle all claims in the Action and any other claims released pursuant to this Agreement. In no event shall Defendants be responsible for paying more than the Settlement Amount. The Settlement Amount includes Attorneys' Fees, Litigation Costs, Settlement Administrator Costs, Plaintiffs' Individual Release Payments, and payment for the "PAGA Released Claims" as defined below (including payment to the LWDA and payments to Aggrieved Employees).

6. **Plaintiffs' Individual Release Payments:** Within twenty-one (21) calendar days of receipt of the deposit of the Settlement Amount by the Settlement Administrator from Defendants, the Settlement Administrator shall pay Plaintiffs a collective total of \$121,167.39 in exchange for the releases provided in this Agreement. A chart indicating the amount to be paid to each Plaintiff is below.

Plaintiff Name	Amount
Alfonso Maldonado Santiago	\$ 4,745.17
Candido Lopez Vasquez	\$ 7,856.83
Carmen Mina Suarez	\$ 13,765.79
Cecilia Dolores Martinez	\$ 6,337.86
Fidel Galvez Barrera	\$ 8,105.45
Filiberto Lopez Vazquez	\$ 6,999.43

Isidro Sanchez Ortiz	\$ 7,781.95
Jose Fernando Ortiz	\$ 8,215.14
Leonardo Salazar Tomas	\$ 6,734.26
Lorenzo Romero Rodriguez	\$ 8,563.80
Marcelina Diego Gonzalez	\$ 7,797.03
Margarita Lopez Hernandez	\$ 8,451.40
Maria Soledad Montoya	\$ 6,906.17
Maydeli Guzman Sierra	\$ 4,736.88
Nieves Guevara Solano	\$ 6,805.05
Samuel Salazar Aguilar	\$ 7,365.18

7. **Attorneys' Fees:** In full satisfaction of all claims Plaintiffs and Aggrieved Employees may have for attorneys' fees arising out of the PAGA Action, California Rural Legal Assistance, Inc. and Legal Aid at Work ("Plaintiffs' Counsel") shall request, and be paid, the amount of \$39,750.00, which is fifteen percent (15%) of the Settlement Amount, subject to court approval. To the extent the Court approves attorneys' fees less than this amount, the difference shall be added to the PAGA Penalties Fund. Within twenty-one (21) calendar days of receipt of the deposit of the Settlement Amount by the Settlement Administrator from Defendants, the Settlement Administrator shall pay Plaintiffs' Counsel the amount described in this paragraph.

8. **Litigation Costs:** In full satisfaction of all claims Plaintiffs and Aggrieved Employees may have for litigation costs arising out of the PAGA Action, Plaintiffs' Counsel shall request and be paid from the Settlement Amount a maximum amount of \$33,046.61 in litigation costs, subject to Court approval. To the extent the Court approves litigation costs of less than \$33,046.61, the difference shall be added to the PAGA Penalties Fund. Within twenty-one (21) days of receipt of the deposit of the Settlement Amount by the Settlement Administrator from Defendants, the Settlement Administrator shall pay Plaintiffs' Counsel the amount described in this paragraph.

Settlement Administrator: Apex Class Action LLC shall be the third-party Settlement Administrator for the purposes of administering this Settlement. The Parties have jointly selected Apex Class Action LLC and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the

Parties' request to the Court for the payment of the Settlement Administration Costs. The Parties, Plaintiffs' Counsel and Defendants' Counsel, represent they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.

9. **PAGA Penalties Fund:** The Parties agree that Defendants, through the Settlement Administrator, will pay the LWDA and Aggrieved Employees in full satisfaction of all claims for PAGA civil penalties under the California Labor Code in an amount equal to the remainder of the Settlement Amount following deduction of Plaintiffs' Individual Release Payments and any court-approved attorneys' fees, litigation costs, and settlement-administration costs ("PAGA Penalties Fund"). This amount is expected to be \$63,386.00. Pursuant to PAGA, 75 percent of the PAGA Penalties Fund will be paid to the LWDA, and the remaining 25 percent will be paid to all Aggrieved Employees in proportion to the respective number of pay periods they were employed during the Settlement Period. Within twenty-one (21) days of receipt of the deposit of the Settlement Amount by the Settlement Administrator from Defendants, the Settlement Administrator shall pay the LWDA 75 percent of the PAGA Penalties Fund.

10. **Employer Identification Number:** The Settlement Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll-tax withholdings and providing reports to state and federal tax authorities.

11. **Qualified Settlement Fund:** The Settlement Administrator shall establish a settlement fund that meets the requirements of a qualified settlement fund ("QSF") under U.S. Treasury Regulation section 468B-1.

12. **Settlement Administration Costs:** Settlement Administration Costs will be paid to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per aggrieved employee, tax reporting, distributing the PAGA Penalties Fund and Plaintiffs' Individual Release Payments, providing necessary reports and declarations, and other duties and responsibilities as requested by the Parties. The Settlement Administration Costs will be paid from the Settlement Amount, including,

if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum necessary to administer the Settlement, which the Settlement Administrator has agreed will be no greater than \$7,650.00. Within twenty-one (21) days of receipt of the deposit of the Settlement Amount by the Settlement Administrator from Defendants, the Settlement Administrator shall pay itself the amount described in this paragraph. To the extent the Court approves settlement-administration costs of less than the amount requested by the Parties, the difference shall be added to the PAGA Penalties Fund.

13. Court Approval of the Settlement and Distribution of the Settlement Payments:

This Agreement is contingent on the Court's approval of the settlement of the PAGA Action. Within thirty (30) days of the Parties executing this Settlement Agreement, Plaintiffs will file a stipulation or motion requesting the Court issue an order approving and incorporating by reference the terms and conditions of the Settlement Agreement and entering judgment. Plaintiffs and Defendants will jointly prepare the proposed Approval Judgment and Order to be entered by the Court to enforce this Agreement. The proposed Approval Judgment and Order will be submitted concurrently with the documents asking the Court to approve the settlement. Plaintiffs shall promptly submit a copy of this Settlement Agreement to the LWDA at the same time the stipulation or motion for settlement approval is filed with the Court. If the Court does not approve this Settlement or conditions Court approval on any material change to this Agreement, counsel for Plaintiffs and counsel for Defendants 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.

14. Funding of the Settlement: Within thirty (30) calendar days after the court's entry of the approval order and judgment, Defendants will pay the Settlement Amount to the Settlement Administrator.

15. Settlement Payments to the Aggrieved Employees: No later than thirty (30) calendar days after the Effective Date, the Parties shall provide the Settlement Administrator with a list of all Aggrieved Employees ("Aggrieved Employees List"). The Aggrieved Employees List shall state the first name and last name for each Aggrieved Employee; the last known mailing address for each Aggrieved

Employee, if any; each Aggrieved Employee's social security number, if known; and the number of payroll periods during the Settlement Period during which each Aggrieved Employee was employed. Promptly upon receipt of the Aggrieved Employees List, the Settlement Administrator shall obtain updated forwarding addresses from the U.S. Postal Service through a National Change of Address search and perform subsequent computer searches to confirm the most recent address available and any other reasonable investigation efforts to locate current addresses for Class Members.

16. **PAGA Payment:** No later than twenty-one (21) calendar days after receipt of the Settlement Amount from Defendants, the Settlement Administrator will issue the Aggrieved Employees checks that total 25 percent of the PAGA Penalties Fund (the "PAGA Payments"), along with an explanatory letter in the form attached hereto as **Exhibit A**. The Settlement Administrator will calculate the amounts paid to each Aggrieved Employee using the following methodology: 25% of the PAGA Penalties Fund divided by the total number of payroll periods that all Aggrieved Employees were employed during the Settlement Period, and multiplied by the individual Aggrieved Employee's payroll periods employed during the Settlement Period.

17. Each check for the PAGA Payments will remain negotiable for one-hundred twenty (120) calendar days. Any checks returned as non-deliverable on or before the check-cashing deadline will be sent promptly via regular first-class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or another search using the name, address, or social security number of the Aggrieved Employee involved. If the Settlement Administrator cannot identify any reliable mailing address for an Aggrieved Employee, no payment will be issued to that Aggrieved Employee.

18. In the event that an Aggrieved Employee's payment is undeliverable, uncashed, or otherwise not distributed, the terms of the final judgment, as well as the Release of Claims set forth in this Agreement, will nevertheless be binding upon that Aggrieved Employee and the State of California with respect to that Aggrieved Employee.

19. **Cy Pres Beneficiary:** Any funds remaining in the PAGA Penalties Fund one-hundred twenty (120) calendar days after the PAGA Payments will be paid to Community Action of Ventura

County, 621 Richmond Ave. Oxnard, CA 93030, as a cy pres beneficiary. If the Court disapproves of this beneficiary, the Court may appoint another cy pres beneficiary to receive these remaining funds.

20. **Reporting of Payments:** All payments made to Aggrieved Employees shall, if required by applicable state and/or federal law, be reported on a federal form 1099 that shall be provided to the individual Aggrieved Employees. Aggrieved Employees are responsible for correctly characterizing this compensation for tax purposes and paying any taxes owing on said amounts.

21. **Releases of Claims for Aggrieved Employees and the State of California:** Upon issuance of the Court's approval order and judgment, and effective on the date when Defendants fully fund the Settlement Amount, Plaintiffs, all Aggrieved Employees, and the State of California shall fully release and forever discharge any and all claims against the Released Parties arising during the Settlement Period for civil penalties under PAGA that were alleged or could have been alleged in the PAGA Action ("Released Claims"). The Released Claims include but are not limited to claims for PAGA penalties for alleged violations of California Labor Code sections 201, 202, 203, 205, 205.5, 210, 215, 218, 226, 226.2, 226.3, 510, 558, 558.1, 1174.5, 1182.12, 1197.1, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, and 1695 as well as all applicable Industrial Welfare Commission Wage Orders (as codified in the California Code of Regulations), and claims for attorneys' fees, costs, or interest resulting therefrom. "Released Parties" shall mean Defendants and Driscoll's, Inc., Duji Exchange, LLC, and Reiter Affiliated Companies, LLC and each of their respective past and present related entities, parents, subsidiaries, predecessors, successors, assigns, owners, officers, directors, employees, agents, trustees, affiliated entities, attorneys or legal representatives, insurers, fiduciaries, beneficiaries, and partners in relation to the Released Claims. Upon issuance of the Court's Approval Judgment and Order, Plaintiffs, all Aggrieved Employees, and the State of California will be forever barred from pursuing against Defendants and the Released Parties any and all claims for PAGA civil penalties under the Labor Code, the Industrial Welfare Commission's wage orders, and/or other provisions of law that were alleged or that could have been alleged in the PAGA Action with respect to the Aggrieved Employees.

22. **Releases of Claims for Plaintiffs:** Upon issuance of the Court's approval order and judgment, and effective on the date when Defendants fully fund the Settlement Amount, each of Plaintiffs

and each of their respective spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally and fully release and forever discharge Defendants and the Released Parties from all claims, complaints, costs, damages, demands, expenses, and liabilities of any nature and under any legal theory of liability whatsoever, arising from or relating to any transaction or occurrence, including, but not limited to all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint or Plaintiffs' PAGA Notices (collectively "Plaintiffs' Released Claims"). Plaintiffs' Released Claims do 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, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. 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 agree, nonetheless, that Plaintiffs' Released Claims shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

23. **Plaintiffs' Waiver of Rights Under California Civil Code Section 1542:** Included in Plaintiffs' Released Claims, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California 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."

24. **No Credit Toward Benefit Plans:** Payments to Aggrieved Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, vacation plans, sick-leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

25. **Tax Liability:** Defendants, Defendants' Counsel and Plaintiffs' Counsel make no representations as to the tax treatment or legal effect of the payments called for hereunder, and the Aggrieved Employees shall not rely on any statement or representation by Defendants or Plaintiffs' Counsel in this regard. The Aggrieved Employees shall be solely responsible for the payment of their portion of any taxes and penalties assessed on the payments described herein. All parties are aware that certain State and Federal income tax consequences may be incurred as a result of the consummation of this agreement. All parties are independently relying on their own legal counsel and accountants in connection with such consequences. No party will look to any other party for reimbursement or indemnification of any such taxes. Each party is responsible for their own tax consequences resulting from this Agreement.

26. **Affirmative Relief as to Seventh Tree Farm, Inc. and Durango Harvest, Inc.:** Seventh Tree Farm, Inc. and Durango Harvest, Inc. agree to the following terms concerning affirmative relief:

- A. Compliance with California Wage and Hour Laws: As required or may be required by California law, Seventh Tree Farm, Inc. and Durango Harvest, Inc. will adhere to California Labor Code requirements, including but not limited to compliance with payment of piece rates as contracted with employees, payment of required minimum wages, overtime, rest and recovery periods, and recordkeeping. Seventh Tree Farm, Inc. and Durango Harvest, Inc. agree to provide a list of boxes harvested per worker, or per crew only if a crew-based piece rate is used, to all employees being compensated on a piece rate basis within one business day of when the work is completed.
- B. Training: Seventh Tree Farm, Inc. and Durango Harvest, Inc. will provide training to all supervisors, including to individuals Omar Hermocillo, Cindy Balderas, Patricia Medina, and Reyes Balderas regarding wage and hour law and compliance, including but not limited to coverage of the following topics: overtime premiums, piece rate wage requirements, and the information to be included on paystubs. The training shall be conducted within 180 days of the Effective Date. No later than 30 days after the training has been completed, Seventh Tree

Farm, Inc. and Durango Harvest, Inc. shall email Plaintiffs' counsel at kouillette@legalaidthatwork.org to confirm the date on which the training was completed; confirm that Omar Hermocillo, Cindy Balderas, Patricia Medina, and Reyes Balderas attended the training; and state the total number of individuals who attended the training.

27. **Postings and Notices:** For two years following the execution of this Settlement Agreement, Seventh Tree Farm, Inc. and Durango Harvest, Inc. will distribute to each worker, no later than the worker's first workday of each season, a copy of the "IMPORTANT NOTICE TO EMPLOYEES" attached as **Exhibit B** in English and Spanish as may be modified from time to time to comply with California law. All workers will be permitted to keep a copy of the notice attached as Exhibit B in Spanish and shall not be required to return their copy to Seventh Tree Farm, Inc. and Durango Harvest, Inc.

28. **No Prior Assignments:** The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged.

29. **Nullification of Settlement Agreement:** In the event that (i) the Court does not approve the Settlement as provided herein or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions before the Settlement was executed.

30. **Continued Jurisdiction:** After entry of the Court's Approval Judgment and Order, the Court will have continuing jurisdiction solely for purposes of addressing (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement-administration matters, and (iii) such post-approval matters as may be appropriate under court rules or as set forth in this Settlement.

31. **Preclusive Effect of Settlement Agreement and Approval:** The terms of this Agreement, the approval order, and the judgment are binding on Plaintiffs, the State of California, and all Aggrieved Employees, as well as their respective heirs, executors and administrators, successors and assigns, and any other persons or entities acting on their behalf, and those terms shall have res judicata,

collateral-estoppel, and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings constitute Released Claims as set forth in the Agreement. Notwithstanding any other provision in this Agreement, this Agreement, the approval order, and the judgment in the PAGA Action may be filed in any action against or by Defendants or the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

32. **Entire Agreement:** This Settlement Agreement constitutes the entirety of the Parties' settlement terms with regard to the settlement of the PAGA Action. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

33. **Amendment or Modification:** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their respective successors in interest.

34. **Authorization to Enter into the Settlement Agreement:** The Parties warrant and represent they expressly authorized their legal counsel to negotiate this Settlement Agreement. The Parties will direct their respective counsel to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties through their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the mediator or the Court to resolve such disagreement.

35. **Binding on Successors and Assigns:** This Settlement Agreement will be binding upon, and inure to the benefit of, the respective successors or assigns of the Parties hereto, as previously defined.

36. **California Law Governs:** All terms of this Settlement Agreement and any Exhibits hereto will be governed by, and interpreted according to, the laws of the State of California.

37. **Execution and Counterparts:** This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument. To facilitate execution and delivery of this Settlement Agreement, the parties may execute and exchange by facsimile or electronic image (*i.e.*, as a “.pdf” file) counterparts of the signature pages and/or sign by electronic means (*i.e.*, with DocuSign).

38. **Acknowledgement that the Settlement Is Fair and Reasonable:** The Parties believe that this Settlement Agreement is a fair, adequate, and reasonable settlement of the PAGA Action and that they have arrived at this Settlement after arm’s length negotiations. The Parties further acknowledge that they are represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

39. **Invalidity of Any Provision:** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable. Any provisions deemed invalid shall be severable from the rest of the Settlement Agreement.

40. **Captions:** The captions and paragraph numbers in this Settlement Agreement are inserted for the reader’s convenience, and they in no way define, limit, construe, or describe the scope or intent of the provisions of this Settlement Agreement.

41. **Waiver:** No waiver of any condition or covenant contained in this Settlement Agreement, and no failure to exercise any right or remedy by any of the Parties hereto, will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

42. **Enforcement Action:** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties 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 such enforcement actions.

43. **Third Party Beneficiaries:** The Parties agree that each of the Released Parties who are not parties to this Agreement, including but not limited to, Driscoll's, Inc., Duji Exchange, LLC, and Reiter Affiliated Companies, LLC, shall be third-party beneficiaries of this Agreement and shall be entitled to enforce the terms and conditions of this Agreement as applicable, including but not limited to, paragraphs 21, 22, and 23 in the same manner and to the same extent as if such Released Parties were signatories to this Agreement.

44. **Mutual Preparation:** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

45. **Representation by Counsel:** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been reviewed in full and executed with the consent and advice of said counsel.

46. **Attorneys' Fees and Costs:** Except as expressly provided herein, Defendants and Plaintiffs shall each bear their own attorneys' fees and costs.

47. **Cooperation and Execution of Necessary Documents:** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

48. **Binding Agreement:** The Parties warrant that they understand and have full authority to enter into this Settlement, and that they intend this Settlement Agreement to be fully enforceable and binding on all Parties. The Parties agree that this Agreement will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation-confidentiality provisions that otherwise might apply under federal or state law.

49. **Press.** Plaintiffs' Counsel shall not issue any press release or hold a press conference related to this Settlement.

50. **No Admission of Liability:** The Parties expressly recognize that the making of this Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants or the Released Parties. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions, or communications, nor any materials prepared, exchanged, issued, or used during the course of the PAGA Action is intended by the Parties to constitute, be introduced, be used, or be admissible in any way in any other judicial, arbitral, administrative, investigative, or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, executive order, or any obligation or duty at law or in equity. This Agreement may be used in any proceeding in any court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments entered into in connection therewith.

[Signatures to Follow]

DATED: _____ By: _____
Plaintiff Samuel Salazar Aguilar

DATED: 06-30-2025 By: Carmen Mina Suarez
Plaintiff Carmen Mina Suarez

DATED: _____ By: _____
Plaintiff Cecilia Dolores Martinez

DATED: _____ By: _____
Plaintiff Alfonso Maldonado Santiago

DATED: _____ By: _____
Plaintiff Margarita Lopez Hernandez

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[Signatures to Follow]

DATED: By: _____
Plaintiff Samuel Salazar Aguilar

DATED: By: _____
Plaintiff Carmen Mina Suarez

DATED: 07/10/2025 By:  _____
Plaintiff Cecilia Dolores Martinez

DATED: By: _____
Plaintiff Alfonso Maldonado Santiago

DATED: By: _____
Plaintiff Margarita Lopez Hernandez

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[Signatures to Follow]

DATED: By: _____
Plaintiff Samuel Salazar Aguilar

DATED: By: _____
Plaintiff Carmen Mina Suarez

DATED: By: _____
Plaintiff Cecilia Dolores Martinez

DATED: 07/10/2025 By:  _____
Plaintiff Alfonso Maldonado Santiago

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Plaintiff Margarita Lopez Hernandez

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50. **No Admission of Liability:** The Parties expressly recognize that the making of this Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants or the Released Parties. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions, or communications, nor any materials prepared, exchanged, issued, or used during the course of the PAGA Action is intended by the Parties to constitute, be introduced, be used, or be admissible in any way in any other judicial, arbitral, administrative, investigative, or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, executive order, or any obligation or duty at law or in equity. This Agreement may be used in any proceeding in any court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments entered into in connection therewith.

[Signatures to Follow]

DATED: By: _____
Plaintiff Samuel Salazar Aguilar

DATED: By: _____
Plaintiff Carmen Mina Suarez

DATED: By: _____
Plaintiff Cecilia Dolores Martinez

DATED: By: _____
Plaintiff Alfonso Maldonado Santiago

DATED: By: Margarita López
Plaintiff Margarita Lopez Hernandez

DATED: 06/30/2025

By: LORENZO ROMERO
Plaintiff Lorenzo Romero Rodriguez

DATED:

By: _____
Plaintiff Nieves Guevara Solano

DATED:

By: _____
Plaintiff Marcelina Diego Gonzalez

DATED:

By: _____
Plaintiff Fidel Galvez Barrera

DATED:

By: _____
Plaintiff Candido Lopez Vasquez

DATED:

By: _____
Plaintiff Filiberto Lopez Vasquez

DATED:

By: _____
Plaintiff Maydeli Guzman Sierra

DATED:

By: _____
Plaintiff Maria Soledad Montoya

DATED:

By: _____
Plaintiff Leonardo Salazar Tomas

DATED:

By: _____
Plaintiff Jose Fernando Ortiz

DATED:

By: _____
Plaintiff Isidro Sanchez

DATED:

By: _____
Plaintiff Lorenzo Romero Rodriguez

DATED: 6/30/2025

By: Nieves Guevara Solano
Plaintiff Nieves Guevara Solano

DATED:

By: _____
Plaintiff Marcelina Diego Gonzalez

DATED:

By: _____
Plaintiff Fidel Galvez Barrera

DATED:

By: _____
Plaintiff Candido Lopez Vasquez

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By: _____
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By: _____
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By: _____
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By: _____
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By: _____
Plaintiff Jose Fernando Ortiz

DATED:

By: _____
Plaintiff Isidro Sanchez

DATED:

By: _____
Plaintiff Lorenzo Romero Rodriguez

DATED:

By: _____
Plaintiff Nieves Guevara Solano

DATED: 07/02/2025

By:  _____
Plaintiff Marcelina Diego Gonzalez

DATED:

By: _____
Plaintiff Fidel Galvez Barrera

DATED:

By: _____
Plaintiff Candido Lopez Vasquez

DATED:

By: _____
Plaintiff Filiberto Lopez Vasquez

DATED:

By: _____
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By: _____
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By: _____
Plaintiff Jose Fernando Ortiz

DATED:

By: _____
Plaintiff Isidro Sanchez

DATED:

By: _____
Plaintiff Lorenzo Romero Rodriguez

DATED:

By: _____
Plaintiff Nieves Guevara Solano

DATED:

By: _____
Plaintiff Marcelina Diego Gonzalez

DATED: 07/02/2025

By:  _____
Plaintiff Fidel Galvez Barrera

DATED:

By: _____
Plaintiff Candido Lopez Vasquez

DATED:

By: _____
Plaintiff Filiberto Lopez Vasquez

DATED:

By: _____
Plaintiff Maydeli Guzman Sierra

DATED:

By: _____
Plaintiff Maria Soledad Montoya

DATED:

By: _____
Plaintiff Leonardo Salazar Tomas

DATED:

By: _____
Plaintiff Jose Fernando Ortiz

DATED:

By: _____
Plaintiff Isidro Sanchez

DATED: By: Plaintiff Lorenzo Romero Rodriguez

DATED: By: Plaintiff Nieves Guevara Solano

DATED: By: Plaintiff Marcelina Diego Gonzalez

DATED: By: Plaintiff Fidel Galvez Barrera

DATED: 07/02/2025 By: Candido Lopez Vasquez
Plaintiff Candido Lopez Vasquez

DATED: By: Plaintiff Filiberto Lopez Vasquez

DATED: By: Plaintiff Maydeli Guzman Sierra

DATED: By: Plaintiff Maria Soledad Montoya

DATED: By: Plaintiff Leonardo Salazar Tomas

DATED: By: Plaintiff Jose Fernando Ortiz

DATED: By: Plaintiff Isidro Sanchez

DATED:

By: _____
Plaintiff Lorenzo Romero Rodriguez

DATED:

By: _____
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By: _____
Plaintiff Marcelina Diego Gonzalez

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By: _____
Plaintiff Fidel Galvez Barrera

DATED:

By: _____
Plaintiff Candido Lopez Vasquez

DATED: 07/02/2025

By:  _____
Plaintiff Filiberto Lopez Vasquez

DATED:

By: _____
Plaintiff Maydeli Guzman Sierra

DATED:

By: _____
Plaintiff Maria Soledad Montoya

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By: _____
Plaintiff Leonardo Salazar Tomas

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By: _____
Plaintiff Jose Fernando Ortiz

DATED:

By: _____
Plaintiff Isidro Sanchez

DATED:

By: _____
Plaintiff Lorenzo Romero Rodriguez

DATED:

By: _____
Plaintiff Nieves Guevara Solano

DATED:

By: _____
Plaintiff Marcelina Diego Gonzalez

DATED:

By: _____
Plaintiff Fidel Galvez Barrera

DATED:

By: _____
Plaintiff Candido Lopez Vasquez

DATED:

By: _____
Plaintiff Filiberto Lopez Vasquez

DATED: 07/01/2025

By: Maydeli Guzman S.
Plaintiff Maydeli Guzman Sierra

DATED:

By: _____
Plaintiff Maria Soledad Montoya

DATED:

By: _____
Plaintiff Leonardo Salazar Tomas

DATED:

By: _____
Plaintiff Jose Fernando Ortiz

DATED:

By: _____
Plaintiff Isidro Sanchez

DATED:

By: _____
Plaintiff Lorenzo Romero Rodriguez

DATED:

By: _____
Plaintiff Nieves Guevara Solano

DATED:

By: _____
Plaintiff Marcelina Diego Gonzalez

DATED:

By: _____
Plaintiff Fidel Galvez Barrera

DATED:

By: _____
Plaintiff Candido Lopez Vasquez

DATED:

By: _____
Plaintiff Filiberto Lopez Vasquez

DATED:

By: _____
Plaintiff Maydeli Guzman Sierra

DATED: 06-30-25

By: Maria Soledad Montoya Ventura
Plaintiff Maria Soledad Montoya

DATED:

By: _____
Plaintiff Leonardo Salazar Tomas

DATED:

By: _____
Plaintiff Jose Fernando Ortiz

DATED:

By: _____
Plaintiff Isidro Sanchez

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[Signatures to Follow]

DATED: 06/30/25

By: Samuel Salazar
Plaintiff Samuel Salazar Aguilar

DATED:

By: _____
Plaintiff Carmen Mina Suarez

DATED:

By: _____
Plaintiff Cecilia Dolores Martinez

DATED:

By: _____
Plaintiff Alfonso Maldonado Santiago

DATED:

By: _____
Plaintiff Margarita Lopez Hernandez

DATED:

By: _____
Plaintiff Lorenzo Romero Rodriguez

DATED:

By: _____
Plaintiff Nieves Guevara Solano

DATED:

By: _____
Plaintiff Marcelina Diego Gonzalez

DATED:

By: _____
Plaintiff Fidel Galvez Barrera

DATED:

By: _____
Plaintiff Candido Lopez Vasquez

DATED:

By: _____
Plaintiff Filiberto Lopez Vasquez

DATED:

By: _____
Plaintiff Maydeli Guzman Sierra

DATED:

By: _____
Plaintiff Maria Soledad Montoya

DATED: 06/30/25

By: August 06/30/25
Plaintiff Leonardo Salazar Tomas

DATED:

By: _____
Plaintiff Jose Fernando Ortiz

DATED:

By: _____
Plaintiff Isidro Sanchez

DATED:

By: _____
Plaintiff Lorenzo Romero Rodriguez

DATED:

By: _____
Plaintiff Nieves Guevara Solano

DATED:

By: _____
Plaintiff Marcelina Diego Gonzalez

DATED:

By: _____
Plaintiff Fidel Galvez Barrera

DATED:

By: _____
Plaintiff Candido Lopez Vasquez

DATED:

By: _____
Plaintiff Filiberto Lopez Vasquez

DATED:

By: _____
Plaintiff Maydeli Guzman Sierra

DATED:

By: _____
Plaintiff Maria Soledad Montoya

DATED:

By: _____
Plaintiff Leonardo Salazar Tomas

DATED: 7-8-2025

By:  _____
Plaintiff Jose Fernando Ortiz

DATED: 7-8-2025

By:  _____
Plaintiff Isidro Sanchez

DATED: July 18, 2025

By: 
Defendant Seventh Tree Farm, Inc.

DATED: July 18, 2025

By: 
Defendant Durango Harvest, Inc.

DATED: July 18, 2025

By: 
Defendant Omar Hermocillo

DATED: July 18, 2025

By: 
Defendant Cindy Balderas

DATED: July 18, 2025

By: 
Defendant Patricia Medina

DATED: July 18, 2025

By: 
Defendant Reyes Balderas

APPROVED AS TO FORM AND CONTENT:

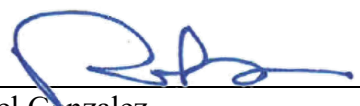
DATED: July 18, 2025

By: 
Kimberly Ouillette
Alexxander Campbell
George A. Warner
LEGAL AID AT WORK

Angelica Preciado
Anali Cortez-Bulosan
CALIFORNIA RURAL LEGAL
ASSISTANCE, INC.
Attorneys for Plaintiffs

DATED: July 18, 2025

By:



Rafael Gonzalez
MULLEN & HENZELL LLP
Attorneys for Defendants
SEVENTH TREE FARM, INC.,
DURANGO HARVEST, INC., OMAR
HERMOCILLO, CINDY
BALDERAS, PATRICIA MEDINA,
and REYES BALDERAS

EXHIBIT A

<<DATE>>

(TO BE TRANSLATED INTO SPANISH BY THE ADMINISTRATOR)

<<FIRST NAME>> <<LAST NAME>>

<<ADDRESS>>

**Re: Payment from *Carmen Mina Suarez, et al. v. Seventh Tree Farm, Inc., et al.*
Ventura County Superior Court, Case No. 2023CUOE007871**

Dear <<FIRST NAME>> <<LAST NAME>>:

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Carmen Mina Suarez, et al. v. Seventh Tree Farm, Inc., et al.*, Ventura County Superior Court, Case No. 2023CUOE007871 (“PAGA Action”).

The PAGA Action was filed against Seventh Tree Farm, Inc., Durango Harvest, Inc., Omar Hermocillo, Cindy Balderas, Patricia Medina, Reyes Balderas, Duji Exchange, LLC, Reiter Affiliated Companies, LLC, and Driscoll’s, Inc. (“Defendants”) under the California Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* (“PAGA”). The PAGA Action was brought by former employees on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the PAGA Action was brought.

Plaintiffs in the PAGA Action claim Defendants owe civil penalties under PAGA for alleged violations of the California Labor Code. Defendants dispute all of the allegations in the PAGA Action and deny they engaged in any of the alleged misconduct. In agreeing to enter into this Settlement, Defendants do not admit they are liable in any way for any violations of the California Labor Code, or for any penalties, and have denied and disputed all of the contentions in the PAGA Action.

The Court has not decided the merits of the claims or defenses, but it has approved the settlement of the representative PAGA claims the Parties reached. This Settlement covers all non-exempt employees of Durango Harvest, Inc. and/or Seventh Tree Farm, Inc. who worked at any time from January 19, 2022 through July 8, 2022 (“Aggrieved Employees”). A portion of the civil-penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency (“LWDA”). Another portion of the civil-penalty settlement amount goes to the Aggrieved Employees.

Pursuant to the Settlement, enclosed is a check for your share of the settlement. This check will remain valid for 120 calendar days from the date of issuance. Please note that no deductions or withholdings have been made from your settlement payment, and that you are responsible for any tax consequences arising from your receipt of the same (for which an IRS Form 1099 may be issued). If you do not cash your check within 120 calendar days of issuance, the check will be cancelled. Any funds that remain undeposited will be provided to Community Action Ventura County.

If you are employed by any of the Defendants, or seek employment by any of the Defendants, your decision to cash the check will not affect your employment in any way.

While you were not a party to the PAGA Action, you and the State of California are bound by the judgment that has been approved by the Court, including the release contained in the Settlement. The release includes all claims for civil penalties under PAGA that were alleged or could have been alleged in the PAGA Action or in the PAGA Notices submitted to the LWDA in connection with the PAGA Action, including any such claims for attorneys' fees, costs, or interest, for the time period covering January 19, 2022 through July 8, 2022.

If you have further questions about this settlement, please contact the third-party settlement administrator at: [\[Administrator contact information\]](#).

EXHIBIT B

IMPORTANT NOTICE TO EMPLOYEES

Minimum and Overtime Wages

Durango Harvest, Inc. and Seventh Tree Farm, Inc. (together, the “Company”) comply with all applicable laws pertaining to the payment of minimum and overtime wages to employees. See the Company’s policies and the California Minimum Wage Official Notice and IWC Wage Order posted at the worksite.

Piece Rate

Piece-rate employees will have their pieces tracked by the Company’s timekeeping/payroll systems and will be separately paid for their non-productive time. Non-productive time will be paid separately from piece-rate and rest/recovery breaks and will be paid at the rate required by applicable law. Piece-rate compensation will be recorded on employee wage statements. The Company will provide a report of piece rates attributable to each employee. If you believe that your non-productive time is not being properly captured by the system **you must report your concerns to your supervisor.**

Off-the-Clock Work

Employees are required to record all of their work time on their timesheets or using the electronic timekeeping system. Employees are specifically prohibited from performing any work for the Company “off the clock.” No one has the authority to require, allow or ask, directly or indirectly, any employee to perform any work “off the clock.” Employees should refuse all requests by their supervisors to work “off the clock” and report the request to a manager.

Rest and Meal Periods

The Company provides all employees with rest and meal periods in accordance with all applicable local, state, and federal laws. During meal and rest periods, employees are entirely free from performing any labor, work, or other employment-related duties. Please see Company policy for full details regarding meal and rest periods.

Reporting

If an employee believes he or she has not been paid all compensation or provided all meal and rest periods owed as stated in this notice and/or provided by applicable wage and hour laws, the employee should immediately report his or her concern to Omar Hermocillo, in person or by phone call to (805) 462-7167. If the issue is not resolved within a reasonable amount of time, the employee should contact the nearest Labor Commissioner’s office at (805) 568-1222 or the Ventura County Farmworker Resource Program at 805-385-1899 or HSA-AGRFP@ventura.org.

Retaliation

The Company strictly prohibits all forms of retaliation toward employees, including but not limited to retaliation for reporting violations of an employee’s rights under the Labor Code and applicable IWC Wage Orders or for otherwise engaging in protected activity. If an employee believes he or she has been retaliated against, the employee should report his or her concerns to Omar Hermocillo or to the Ventura County Farmworker Resource Program at 805-385-1899 or HSA-AGRFP@ventura.org.

Name of Employee: _____

Signature: _____

Date: _____