

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Carlos Enrique Aguilar and Juan Pimentel Cabrera (collectively “Plaintiffs”) and Defendant Illume Aguilar, LLC (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

- 1.1. “Action” means the Plaintiffs’ PAGA lawsuit against Defendant captioned *Carlos Enrique Aguilar and Juan Pimentel Cabrera v. Illume Agriculture LLC*, currently pending in Kern County Superior Court, Case No. BCV-24-100457.
- 1.2. “Administrator” means Simpluris, 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 the Settlement.
- 1.4. “Aggrieved Employee” means all individuals who were employed by Defendant, as hourly, non-exempt employees in California at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, hire date and termination date (if applicable).
- 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 Kern.
- 1.8. “Defendant” means named Illume Agriculture, LLC.
- 1.9. “Defense Counsel” means Laura A. Wolfe, of McCormick Barstow LLP.
- 1.10. “Effective Date” means the date the Court enters an Order approving the Settlement.
- 1.11. “Gross Settlement Amount” means Eighty Thousand Dollars and Zero Cents (\$80,000.00) which will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Representative Service Payments, PAGA Counsel’s fees and costs, and the Administration Expenses Payment.

- 1.12. “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.
- 1.13. “Judgment” means the judgment of dismissal entered by the Court based upon the Order Granting Approval of the PAGA Settlement.
- 1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Representative Service Payments, PAGA Counsel’s fees and costs, and the Administration Expenses Payment. The remainder (Net Settlement Amount) is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.17. “PAGA Counsel” means Farrah Mirabel, the attorney representing Plaintiffs in the Action.
- 1.18. “PAGA Counsel Fees and Costs Award Payment” means the \$26,667.00 allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and \$4,210.00 for expenses, respectively, incurred to prosecute the Action.
- 1.19. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee met the definition of an Aggrieved Employee for at least one day during the PAGA Period.
- 1.20. “PAGA Period” means the period from July 14, 2023 through August 29, 2024.
- 1.21. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22. “PAGA Notice” means Plaintiff’s November 28, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.23. “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 the 75% to the LWDA in settlement of the PAGA claims.
- 1.24. “PAGA Representatives” or “Plaintiffs” means Carlos Enrique Aguilar and Juan Pimentel Cabrera, the named Plaintiffs in the Action seeking Court approval to serve as the PAGA Representatives.
- 1.25. “PAGA Representative Service Payments” means the payment to the PAGA Representatives for initiating the Action and providing services in support of the Action.

- 1.26. “Approval Order” means the proposed Order Granting Approval of the PAGA Settlement.
- 1.27. “Released PAGA Claims” means the claims being released by Plaintiffs and the Aggrieved Employees as described in Paragraph 5 below.
- 1.28. “Released Parties” means: Defendant and all of its present and former parents, owners, subsidiaries, divisions, affiliated or related person or entities, and each of their respective officers, directors, employees, partners, shareholders, attorneys, agents, executors and assigns.
- 1.29. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. Plaintiffs commenced this Action by filing a Complaint alleging PAGA causes of action seeking civil penalties on an individual basis and on a representative basis on behalf of similarly situated aggrieved employees for alleged violations of Labor Code §§ 226, 226.2, & 226.6; Labor Code §§ 510, 1194 and 1198; Labor Code § 226.7; Labor Code § 512; Labor Code §§ 204, 226.2, 558, 1194, 1197, 1197.1, & 1198; Labor Code §§ 201-203; Labor Code § 204, Labor Code §§ 1174 and 1174.5, and Labor Code § 2802 (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified 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, subd.(a), Plaintiffs gave written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. The Parties exchanged information and documents, including the production of a representative sample of pay records and wage statements of Aggrieved Employees.
- 2.4. On September 29, 2024, the Parties participated in a mediation with Laurie Saldana which resulted in a mediator’s proposal accepted by both Parties. The terms of that proposal are incorporated into this Agreement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Defendant promises to pay Eighty Thousand Dollars and Zero Cents (\$80,000.00) and no more as the Gross Settlement Amount to settle the PAGA claims alleged in the Operative Complaint. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 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 Defendant.

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 in the Approval Order:

3.2.1. To Plaintiffs: PAGA Representative Service Payment to the PAGA Representatives of not more than Five Thousand Dollars and Zero Cents (\$5,000) each, in addition to any PAGA Payment the PAGA Representatives are entitled to receive as an Aggrieved Employee. Defendant will not oppose Plaintiffs' request for PAGA Representative Service Payment that does not exceed this amount. As part of the motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any PAGA Representative Service Payments. If the Court denies approval of this Settlement on the basis (whether in full or in part) of the PAGA Representative Service Payment, the Parties will request oral argument and ask the Court to award a PAGA Representative Award in an amount that, in the Court's discretion, is adequate and which would result in an approval of the Settlement. If the Court approves the PAGA Representative Service Payments for less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on their PAGA Representative Service Payment.

3.2.2. To the Administrator: An Administration Expenses Payment not to exceed Two Thousand, Five-Hundred Dollars and Zero Cent (\$2,500.00) 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 \$2,500.00, the remainder shall be included in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: E s t i m a t e d PAGA Penalties in the amount of Thirty-Six Thousand, Six Hundred and Twenty-Three Dollars and Zero Cents (\$36,623.00) to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments. All PAGA Penalty payments to the Aggrieved Employees are deemed penalties and interest for which a form 1099 shall issue.

The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (approximately \$9,155.75) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4. PAGA Counsel Fees and Cost Award: PAGA Counsel fees not to exceed \$26,667.00 (or 1/3 of the Gross Settlement Amount) and costs not to exceed

\$4,210.00 to compensate PAGA Counsel for services that she has rendered, and expenses incurred prosecuting this case, subject to court approval. Defendant 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 a motion for PAGA Counsel Fees and Cost Award. If the Court approves a PAGA Counsel Fees and Cost Award less than the amounts requested, the Administrator will allocate the remainder to the Gross Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fees and Cost Award. The Administrator will pay the PAGA Counsel Fees and Cost Award using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees and Cost Award and holds Defendant harmless from any dispute or controversy regarding any division or sharing of any of these payments.

4. SETTLEMENT FUNDING AND PAYMENTS

- 4.1. Aggrieved Employee Data: Not later than 30 days after the Court issues the Approval Order, Defendant 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. Defendant has a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. 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.
- 4.2. Funding of Gross Settlement Amount and PAGA Counsel's Fees and Cost Award: Defendant shall fully fund the Gross Settlement Amount by transmitting Eighty Thousand Dollars (\$80,000.00) to the Administrator no later than 14 days after the Effective Date.
- 4.3. Payments from the Gross Settlement Amount: Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Representative Service Payment. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.3.1. 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 180 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

4.3.2. 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.

4.3.3. For any Aggrieved Employees 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 California Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384(b).

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

5. **RELEASE OF CLAIMS**. Effective on the date when Defendant fully funds the Gross Settlement Amount, Plaintiffs, Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

5.1. **Plaintiff's Release**: Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all claims, actions, or causes of actions he has or may have against them. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns also generally, release and discharge Released Parties 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 and ascertained in the course of the Action, including, but not limited to, civil penalties pursuant to PAGA for or related to alleged violations of Labor Code §§ 226, 226.2, & 226.6; Labor Code §§ 510, 1194 and 1198; Labor Code § 226.7; Labor Code § 512; Labor Code §§ 204, 226.2, 558, 1194, 1197, 1197.1, & 1198; Labor Code §§ 201-203; Labor Code § 204, Labor Code §§ 1174 and 1174.5, and Labor Code § 2802 injunctive relief as it relates to the claims listed above, declaratory relief as it relates to

the claims listed above, liquidated damages, penalties recoverable pursuant to the claims listed above, interest, fees, costs, as well as all other claims and allegations alleged in the Action, throughout the PAGA Period (“Released PAGA Claims”). This release excludes the release of claims not permitted by law. Plaintiff’s 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, workers’ compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes 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 California 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 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.

- 5.2. Release by Aggrieved Employees: Upon entry of judgment, all Aggrieved Employees will be bound by the judgment and 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 from all claims for PAGA penalties during the PAGA period, that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action, including, but not limited to, civil penalties pursuant to PAGA for or related to alleged violations of Labor Code §§ 226, 226.2, & 226.6; Labor Code §§ 510, 1194 and 1198; Labor Code § 226.7; Labor Code § 512; Labor Code §§ 204, 226.2, 558, 1194, 1197, 1197.1, & 1198; Labor Code §§ 201-203; Labor Code § 204, Labor Code §§ 1174 and 1174.5, and Labor Code § 2802, declaratory relief as it relates to the claims listed above, penalties recoverable pursuant to the claims listed above, interest, fees, costs, as well as all other claims and allegations alleged in the Action, throughout the PAGA Period (“Released PAGA Claims”).

6. **MOTION FOR APPROVAL OF SETTLEMENT**. The Parties agree to jointly cooperate to effectuate the approval of this Settlement.

- 6.1. Plaintiffs’ and PAGA Counsel’s Responsibilities: Plaintiffs and PAGA Counsel will prepare all documents necessary for obtaining approval of this Settlement under Labor Code section 2699(f)(2), including: (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from PAGA Counsel’s firm attesting to its

timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)); and (iii) a fully executed copy of this Agreement (Labor Code section 2699, subd. (l)(2)).

PAGA Counsel shall be responsible for expeditiously finalizing and filing the motion after the full execution of this Agreement; obtaining a prompt hearing date for the motion; and for appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

Contemporaneous with seeking Court approval, the settlement documents will be sent by PAGA Counsel to the LWDA for review so that it has the opportunity to object to all or part of the Settlement. However, Aggrieved Employees cannot object or opt-out of the Settlement.

- 6.2. 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 good faith, to resolve the disagreement. If the Court does not grant approval or conditions 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 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 Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris Group 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. **AGGRIEVED EMPLOYEE WORKWEEK ESTIMATES.** Based on a review of the records to date, Defendant estimates there are approximately 4,000 pay periods included in the PAGA Period.

9. **CONTINUING JURISDICTION OF THE COURT.** 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.

9.1. **Waiver of Right to Appeal:** Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties and 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.

10. **ADDITIONAL PROVISIONS.**

10.1. **No Admission of Liability 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant'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 grant Approval or enter Judgment, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant'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).

10.2. **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.

10.3. **Attorney Authorization:** PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, 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.

- 10.4. 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.
- 10.5. 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.
- 10.6. No Tax Advice: Neither Plaintiffs, PAGA Counsel, Defendant 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.
- 10.7. 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.
- 10.8. Agreement Binding on Successors: This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9. 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.
- 10.10. 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.
- 10.11. 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.
- 10.12. 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.
- 10.13. 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.

10.14. 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, or the day sent by email or messenger, to the other Party's respective counsel of record.

10.15. 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.

10.16. 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.

PLAINTIFFS

Dated: _____, 2024

Carlos Enrique Aguilar

Dated: _____, 2024

Juan Pimentel Cabrera

DEFENDANT

Dated: ^{Dec 3, 2024} _____, 2024

Illume Aguilar, LLC

Kevin Canaday

Kevin Canaday, CFO

Approved as to form only:

Dated: _____, 2024

Law Offices of Farrah Mirabel

Farrah Mirabel, Esq.

Attorneys for Plaintiffs

Dated: Dec 2, 2024, 2024

McCormick Barstow LLP

Laura Wolfe

Laura Wolfe
Attorneys for Defendant

10.14. 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, or the day sent by email or messenger, to the other Party's respective counsel of record.

10.15. 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.

10.16. 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.

PLAINTIFFS

Dated: 12-3-, 2024

Carlos Enrique Aguilar

Carlos E. Aguilar G.

Dated: 12/03, 2024

Juan Pimentel Cabrera

Juan Pimentel C.

DEFENDANT

Dated: _____, 2024

Illume Aguilar, LLC

Kevin Canaday, CFO

Approved as to form only:

Dated: 12/03, 2024

Law Offices of Farrah Mirabel

Farrah Mirabel, Esq.