SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into by Montero Herrera ("Herrera") on behalf of himself and on behalf of Releasors (as defined herein), and Giumarra Vineyards Corporation ("GVC"), M Cisneros Inc., and Miguel A. Cisneros Castillo dba M. Cisneros Farm Labor (collectively with M Cisneros Inc., "Cisneros," and collectively with GVC, "Defendants") on behalf of themselves and on behalf of Released Parties (as defined herein). Herrera and Defendants are collectively referred to as the "Parties". The Parties agree as follows:

RECITALS

A. Herrera formerly worked for Cisneros, a farm labor contractor, who assigned Herrera to work at GVC. Following the end of his employment with Cisneros, Herrera filed a lawsuit against Defendants entitled *Herrera v. Giumarra Vineyards Corporation et al.*, Kern County Superior Court Case No. BCV-24-100483.

B. The Parties wish to resolve Herrera's individual, non-wage and hour and non-class action/PAGA claims against Defendants and Released Parties, as detailed herein, via settlement and a general release by Herrera of all disputes and/or controversies which have arisen between Herrera, on one hand, and Defendants, on the other hand, including without limitation all claims arising out of or in any way related to Herrera's employment with Cisneros, the separation of said employment, and assignment to GVC, including all individual, non-wage and hour claims asserted by Herrera in the Action (inclusive of the ninth, and thirteenth through eighteenth causes of action alleged by Herrera in the Action). Nothing herein shall be deemed to release Herrera's individual claims for the causes of action currently alleged on a class and PAGA bases in the Operative Complaint, and nothing herein shall be deemed to deprive Herrera of standing to pursue the class and PAGA claims asserted in the Operative Complaint.

C. This Agreement and compliance with this Agreement shall not be construed as an admission by Defendants or Released Parties of any liability whatsoever, or as an admission of any violation of the rights of Herrera or any person, or as an admission of any violation of any law, statute, duty, contract or order whatsoever. Defendants disclaim all such liability.

AGREEMENT

NOW, THEREFORE, in consideration of the agreements and releases herein, the Parties agree as follows:

1. **Effective Date.** The Effective Date of this Agreement is the date when all of the following have been completed: (1) Herrera has signed the Agreement; (2) Herrera has delivered an IRS Forms W-4 and W-9 to Defendants for the year when payment is due; and, (3) Herrera's counsel of record in the Action has delivered an IRS Form W-9 to Defendants for the year when payment is due. No party shall have the right to revoke or void this Agreement after signing notwithstanding the fact that the Effective Date has not occurred at the time of such attempted revocation, unless expressly provided for herein by Section 3(g).

2. **Consideration.** In exchange for the releases set forth herein and other promises made by Herrera, Defendants shall make payment in the gross amount of $100,000.00 (One Hundred Thousand Dollars and Zero Cents) (the "Settlement Payment"), as set forth below, if and

only if all conditions described in this Section are satisfied. Specifically, the payment described in Section 2(c), below, shall be made by Defendants if and only if the conditions described in Section 2(c) are satisfied.

a) Cisneros shall make one check payable to "Montero Herrera" in the amount of $5,000.00 (Five Thousand Dollars and Zero Cents), less applicable taxes and other withholdings. Cisneros shall report this amount to the IRS using Form W-2. Cisneros shall make this payment within 14 days of the date on which: (a) the Kern County Superior Court preliminarily approves the Class Action and PAGA Settlement (hereinafter the "Class/PAGA Settlement Agreement"); and, (b) a party, or the Court, issues notice of entry of the order. If preliminary approval of the Class/PAGA Settlement Agreement is not granted, Defendants shall have no obligation to issue this payment, and this Agreement shall be null and void.

b) Defendants shall, collectively, make additional checks payable to Farrah Mirabel Client Trust Account in the gross amount of $25,000.00 (Twenty-Five Thousand Dollars and Zero Cents). Of this amount, Cisneros shall pay a sum equal to $20,000.00, less (a) the $5,000.00 specified in subdivision (2)(a) of this Agreement; and (b) the dollar amount paid by Cisneros in employer-side payroll taxes pursuant to the Parties' Class/PAGA Settlement Agreement. GVC shall pay the remainder, if any. Defendants shall make these payments within 14 days of the date on which: (a) the Kern County Superior Court preliminarily approves the Class Action and PAGA Settlement; and, (b) a party, or the Court, issues notice of entry of the order. If preliminary approval of the Class/PAGA Settlement Agreement is not granted, Defendants shall have no obligation to issue these payments, and this Agreement shall be null and void.

c) If, and only if, the Kern County Superior Court finally approves the Class Action and PAGA Settlement and the judgment entered in accordance therewith becomes final and non-appealable, then GVC shall issue a check to Farrah Mirabel Client Trust Account for the remaining $70,000.00. GVC shall have the obligation to make this payment only if the Kern County Superior Court grants final approval of the Class/PAGA Settlement Agreement and enters judgment in accordance therewith. GVC shall make this payment within 30 days of the date on which: (a) the Kern County Superior Court finally approves the Class/PAGA Settlement Agreement and enters judgment in accordance therewith; (b) a party, or the Court, issues notice of entry of the order. If final approval of the Class/PAGA Settlement Agreement is not granted or judgment is not entered in accordance with the parties separately executed Class/PAGA Settlement Agreement, GVC shall have no obligation to issue this payment; however, this Agreement shall otherwise remain in full force and effect.

The failure of either Defendant to fund their portion of the Settlement Payment shall not impact the validity of this Agreement as to the other Defendant, so long as that Defendant has complied with its payment obligations under this Agreement.

Defendants shall mail, via certified mail, all checks comprising the Settlement Payment to **LAW OFFICES OF FARRAH MIRABEL** 1070 Stradella Rd. LOS ANGELES, CA 90077. Defendants' counsel shall notify Herrera's counsel upon the mailing of the Settlement Payment, or the mailing of their respective client's portion of the Settlement Payment.

3. **Releases.** In consideration of the agreement by Defendants to make the Settlement Payment to Herrera and the other promises made by Defendants herein, Herrera agrees to the following releases:

a) General Release. Excepting the obligations and limitations which are expressly set forth in this Agreement, Herrera, on his own behalf and on behalf of all others who have or may have an interest, whether presently or in the future, his claims ("Releasors"), hereby agrees to generally release all claims Herrera has, or may have, whether known or unknown, against Defendants or other Released Parties (as defined herein) through the date of Herrera's execution of this Agreement as a result of any actions or inactions on the part of Defendants or other Released Parties ("Released Claims"). "Released Parties" shall include GVC, Cisneros, and any of their past or present agents, owners, clients, insurers, employees, beneficiaries, trustees, parents, subsidiaries, affiliates, commonly owned and/or controlled entities, successors, or assigns. Further, with respect to any Released Claims that arise out of, or relate in any way to, Herrera's application for employment with Cisneros, employment with Cisneros or alleged employment with GVC, or separation of employment from Cisneros or GVC, Released Parties shall also include any other third party who could be liable for such Released Claims, including but not limited to alleged joint employers, alter egos, or other persons or entities who could be liable for such claims under any theory of law, including, but not limited to, under Labor Code §§200.3, 558.1, and/or 2810.3.

b) Warranty re Wage Claim(s) Release. The Parties warrant and represent that this release resolves, pursuant to Labor Code sections 206 and 206.5, and applicable case law (including but not limited to *Chindarah v. Pick Up Stix, Inc.* (2009) 171 Cal.App.4th 796) a good faith dispute regarding any and all wages, if any, owed to Herrera by Defendants or other Released Parties for all claims other than those alleged by Herrera in the Operative Complaint on a class/PAGA basis. The Parties further warrant and represent that the payments described in this Agreement are in addition to any undisputed wages and other benefits owed to Herrera by Defendants and/or other Released Parties.

c) Claims Excluded from General Release. This release does not extend to performance of the terms, conditions, and obligations of this Agreement, for claims for workers' compensation benefits, for unemployment insurance claims, any and all individual claims alleged by Herrera in the Operative Complaint which Herrera has asserted on a class action and PAGA basis (i.e., the first through eighth , tenth through twelfth, and nineteenth causes of action alleged by Herrera in the Operative Complaint) which are the subject of the Class/PAGA Settlement Agreement, any and all claims necessary for Herrera to maintain standing to pursue the class and PAGA claims which are the subject of the Class/PAGA Settlement Agreement, the class and PAGA claims alleged by Herrera on behalf of similarly situated individuals in the Operative Complaint which are the subject of the Class/PAGA Settlement Agreement, or to any other claims which cannot be waived via a general release as a matter of law. This notwithstanding, Herrera agrees to not prosecute any claims against Defendants or other Released Parties, except for the class and PAGA claims already alleged by Herrera in the Operative Complaint which are the subject of the Class/PAGA Settlement Agreement, as more fully set forth in Section 5 of this Agreement.

d) Waiver of Unknown and Unanticipated Claims. With respect to all claims released herein, Herrera, on behalf of himself and Releasors, expressly waives the provisions of California Civil Code section 1542, which provides as follows:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

In that connection, Herrera realizes and acknowledges that one or more of the Released Claims may include losses sustained that are presently unknown or unsuspected, and that such losses as were sustained may give rise to additional losses and expenses in the future which are not now anticipated. Nevertheless, Herrera acknowledges that this release has been negotiated and agreed upon with this uncertainty in mind, and that in consideration for the rights and benefits under this Agreement he intends to and hereby does release, acquit, and forever discharge Defendants and other Released Parties from all Released Claims, including those that are unknown, unsuspected or unforeseen or that are presently unknown and unanticipated.

Herrera's general release will apply to all unknown and unanticipated injuries and all rights Herrera and Releasors may have under section 1542 are hereby expressly waived.

e) Illustration of Released Claims. The general release agreed to by Herrera, on his own behalf and on behalf of Releasors, shall extend to all individual claims asserted by Herrera in the Action, in addition to all other claims assertable under any theory of law, whether common, contractual, constitutional, statutory, or of any jurisdiction, foreign or domestic, whether in law or in equity, which Herrera or Releasors had or may claim to have against Defendants or other Released Parties by reason of any and all matters from the beginning of time to the present, including any claims arising out of his past employment (actual or alleged) with Defendants, or separation of employment (whether actual or alleged) from Defendants or other Released Parties. Without limiting the foregoing, Herrera, on behalf of himself and Releasors, acknowledges that this general release extends to all claims under all applicable state and federal laws governing the employment relationship, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Fair Labor Standards Act, the Rehabilitation Act of 1973, the Family Medical Leave Act, the Employee Retirement Income Security Act, the Consolidated Omnibus Reconciliation Act of 1986, the Healthy Workplace Families Act of 2014, the Equal Pay Act, and the California Fair Employment and Housing Act, the California Labor Code, the California Civil Code, the California Business and Professions Code, the California Constitution, any Industrial Wage Commission Wage Order, any provision of the California Code of Regulations, as well as all common law claims, whether arising in tort or contract. However, as specified in Section 3(c) of this Agreement, this release shall exclude any class or PAGA claims alleged by Herrera in the Operative Complaint which are the subject of the Class/PAGA Settlement Agreement, and which are necessary for Herrera to have standing to pursue the class and PAGA claims alleged in the Operative Complaint.

f) Intent of Release. This release is intended to have the broadest lawful application and includes, but is not limited to, all employment-related claims arising out of

Herrera's employment (actual or alleged) with Defendants, and all tort, contract, common law, constitutional, or statutory claims arising under state and/or federal law (including those specifically identified in Sections 3(e) herein), including claims for bodily or personal injury, injury to reputation, emotional pain and suffering, and punitive damages arising out of or related in any way to any transaction, claim, or occurrences between Defendants and other Released Parties, on one hand, and Herrera and Releasors, on the other hand. Herrera understands that this Agreement may be pled and enforced as a bar to any claims asserted by him, whether prior to or after his execution of this Agreement, which are released by virtue of his execution of this Agreement, including but not limited to any of his individual claims alleged in the Action, except for the individual claims that are necessary for Herrera to have standing to pursue the class and PAGA claims alleged in the Operative Complaint which are the subject of the Class/PAGA Settlement Agreement.

g) Age Discrimination in Employment Act ("ADEA") Release. Herrera understands and agrees that by signing this Agreement he is giving up any and all legal claims he has or may have against Defendants or other Released Parties, expressly including claims under the federal ADEA. Herrera acknowledges he has consulted with legal counsel regarding the release of claims described herein generally, and specifically as to the release of claims under the ADEA. Herrera understands and agrees that he has been advised in writing of his right to consult with an attorney before signing this Agreement. Herrera has 21 days to consider this Agreement, although he may sign it at any time prior to the expiration of the 21 days. Herrera may revoke this Agreement at any time within seven days after he signs the Agreement through a signed writing emailed to mikec@sw2law.com or sent via certified mail to 5260 N. Palm Ave., Ste 400, Fresno, CA 93704. This Agreement shall not take effect until this seven day revocation period has passed. If any Herrera revokes this Agreement, then it shall be void in its totality.

4. **Confidentiality; Neutral Reference**

a) Except to the extent this requirement is prohibited by applicable law, the Parties agree to keep the amount of the Settlement Payment confidential, except for disclosures necessary to comply with the law, for financial planning, tax preparation, application for governmental programs, as necessary to seek legal assistance regarding this Agreement, or as necessary to enforce this Agreement. The Parties agree that it may be impractical and difficult to fix actual damages for breach of this section. Therefore, in lieu of actual damages, the non-breaching party may seek from the breaching party liquidated damages of $5,000.00 (Five Thousand Dollars and Zero Cents) per proven breach, which the Parties acknowledge represents reasonable compensation to remediate any harm caused by a breach of this section.

b) Nothing in this Agreement shall restrict Herrera from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Herrera believes to be unlawful.

5. **Covenant Not to Sue by Herrera.**

a) In exchange for the promises made by Defendants in this Agreement, Herrera agrees not to sue or make any legal claim against Defendants, or any other Released Parties, for any claims encompassed by the general release described herein, including but not limited to, for any claims arising out of, or relating to, Herrera's application for employment with Defendants or other Released Parties, employment (whether actual or alleged) with Defendants or other Released Parties, or separation of employment (whether actual or alleged) from Defendants or other Released Parties. This covenant shall exclude only those claims already asserted by Herrera in the Action. This notwithstanding, Herrera agrees to dismiss with prejudice all of his individual claims (i.e., the ninth, 13th, 14th, 15th, 16th, 17th, and 18th causes of action) excluding only his individual claims necessary for him to maintain standing to pursue the class and PAGA claims alleged, within 14-days of receiving the portions of the Settlement Payment described in Sections 2(a)-(b) of this Agreement.

b) Herrera acknowledges this covenant not to sue is a material term to this Agreement and that any breaches of this term shall require Herrera to immediately repay all sums paid to him by Defendants under this Agreement.

6. **Representations.** Herrera warrants that he has not made or caused to be made any assignment of any claim or cause of action covered by the releases set forth herein. Herrera agrees to defend, indemnify, and hold Defendants or other Released Parties harmless from all claims based on, in connection with, or arising out of any such assignment or transfer made, purported, or claimed.

7. **Attorneys' Fees and Costs.** Except as provided in this Agreement, the Parties agree that they will each bear their own attorneys' fees and costs in reaching and finalizing this Agreement. The Parties expressly agree that this Agreement fully resolves Herrera's claim (or, as a result of their representation of Herrera, any attorneys' claim), if any, against Defendants or other Released Parties for fees/costs connected with the representation of Herrera in the Action, and that Herrera shall have no right to seek fees/costs outside of this Agreement, except as specified in the separately executed Class/PAGA Settlement Agreement. Should either party to this Agreement be required to take legal action to enforce this Agreement, the prevailing party shall, in addition to any other damages, be entitled to recover from the non-prevailing party reasonable attorneys' fees and recoverable costs as determined by a court of competent jurisdiction incurred in connection with such action. This Agreement is admissible and subject to disclosure for purposes of enforcing this Agreement pursuant to Code of Civil Procedure §664.6, or any other procedure permitted by law.

8. **Further Assurances.** The Parties agree that they will now, and in the future, execute all documents; releases; dismissals; satisfactions of judgment; notices; and other forms of written documentation to fulfill the terms and conditions of this Agreement. To this end, within seven calendar days following execution of the Agreement by all parties, Herrera shall file a request for dismissal in the Action, with prejudice, as to all of his individual claims (i.e., the ninth, 13th, 14th, 15th, 16th, 17th, and 18th causes of action), within seven calendar days following the successful deposit of the portions of the Settlement Payment described in Sections 2(a)-(b) of this Agreement, or within 14 calendar days upon delivery of the portions of the Settlement Payment described in Sections 2(a)-(b), whichever is sooner.

9. **Indemnification.** Herrera acknowledges and agrees that Defendants and other Released Parties have made no representations regarding the tax consequences of any amounts received by Herrera pursuant to this Agreement. Herrera agrees to pay federal or state taxes, if any, which are required by law to be paid with respect to this Agreement. Herrera further agrees to indemnify and hold Defendants or other Released Parties harmless from any claims, demands, deficiencies, liens, levies, assessments, executions, judgments, or recoveries by any governmental entity against Defendants or other Released Parties for any amounts claimed due on account of this Agreement or pursuant to claims made under any federal or state tax laws, and any costs, expenses or damages sustained by Defendants or other Released Parties by reason of any such claims, including any amounts paid by Defendants or as taxes, attorneys' fees, deficiencies, levies, assessments, fines, penalties, interest or otherwise, as to Herrera's portion of taxes only. This indemnification does not apply to any monies received by Herrera as part of the parties' separate Class/PAGA Settlement Agreement.

10. **Lien Satisfaction; Indemnification.** Herrera recognizes that he has responsibility for satisfying any lien obligations (including but not limited to lien obligations relating to child support, MediCare, attorney fee liens, or other governmental benefits, or medical liens) which may be attach or otherwise be applicable to payment(s) received by Herrera under this Agreement. Herrera agrees that should GVC or Cisneros discover any such liens prior to making payment to Herrera under this Agreement, GVC or Cisneros shall satisfy such liens utilizing the Settlement Payment, and reduce the Settlement Payment made to Herrera pursuant to this Agreement by the amount required to satisfy the lien. Herrera agrees to indemnify and hold Defendants or other Released Parties harmless from any lien-related claims, demands, deficiencies, levies, assessments, executions, judgments, or recoveries by any third party seeking to enforce any lien that Herrera fails to satisfy, including any costs, expenses, or damages sustained by Defendants or other Released Parties by reason of such lien-related claims, including any amounts paid by Defendants or other Released Parties as attorneys' fees, costs, deficiencies, assessments, fines, penalties, interest, or otherwise.

11. **Medicare Release and Warranties.**

a) **Good Faith Resolution.** This settlement is based on a good faith compromise of disputed claims. The Parties have not shifted responsibility for medical treatment to Medicare in contravention of 42 U.S.C. §1395y(b) and have made an effort to adequately protect Medicare's interest.

b) **Representation by Herrera Regarding Medicare Payments.** Herrera represents and warrants that he is not presently aware of any conditional payments made by Medicare related to any damages claimed in the Action. Herrera further represents and warrants that he has not sought, and will not seek, payment from Medicare for any expense for which payment has been made through this settlement, if any.

c) **Representation by Herrera Regarding No Future Medical Expenses.** Herrera represents and warrants that he does not intend to seek and will not seek any medical care for any injuries, actual or alleged, relating to Herrera's claim for damages claimed in the Action. Herrera, therefore, agrees that no portion of the Settlement Payment is intended to compensate him for future medical expenses, or other related expenses for which he may seek coverage by Medicare. Herrera further understands and agrees that should he seek such treatment in breach of this Agreement, Medicare will stand second for payment of treatment for matters relating to those issues giving rise to Herrera's claim for damages in the Action until he has exhausted any and all proceeds received as part of this Agreement in paying for such services.

d) Agreement to Indemnify, Defend, and Hold Harmless. Herrera agrees to indemnify and hold harmless Defendants and other Released Parties from any and all claims, demands, liens, subrogated interests, and causes of action of any nature or character that have been or may in the future be asserted by Medicare or persons acting on behalf of Medicare that arise from or relate to this Agreement, the Settlement Payment, or any conditional payments made by Medicare, including but not limited to: (i) all claims and demands for reimbursement of conditional payments or for damages based upon any failure to reimburse Medicare for conditional payments; (ii) all claims and demands for penalties based upon nay failure to report, late reporting, or other noncompliance with or violation of Section 111 of MMSEA that is based in whole or in part upon late, inaccurate, or inadequate information provided to Defendants or other Released Parties by Herrera, or upon any failure of Herrera to provide accurate information; and, (c) all Medicaid and Medicare liens. This indemnification obligation includes all damages, double damages, fines, penalties, attorneys' fees, costs, interest, expenses, and judgment incurred by or on behalf of Defendants and other Released Parties in connection with such claims, demands, subrogated interests, or causes of action. The phrase "conditional payments" as used in this section shall have the meaning ascribed to it under the MSP statute and implementing regulations; (2) the acronym MMSEA as used in this section shall mean the Medicare, Medicaid, and SCHIP Extension Act of 2007, which, in part, amended the Medicare Secondary Payer statute at 42 U.S.C. §1395y(b)(7) and (8), this portion of MMSEA is referred to as "Section 111 of MMSEA"; and, the phrase "MSP statute" shall mean the Medicare Secondary Payer statute, 42 U.S.C. §1395y(b).

e) Waiver of Claims. Herrera waives any claims for damages against Defendants or other Released Parties, including a private cause of action provided in 42 U.S.C. §1395y(b)(3)(A), should Medicare deny coverage for any reason, including the failure to establish a set aside allocation of the Settlement Payment to protect Medicare's interest.

12. **Governing Law; Venue.** This Agreement shall be construed and governed by the laws of the State of California. The proper venue for any action arising out of or in any way related to this Agreement shall be the Superior Court for the County of Kern, to the exclusion of any other otherwise proper forum or jurisdiction.

13. **Severability; Construction.** The Parties hereto further agree that if, for any reason, any provision hereof is unenforceable other than the releases set forth in Section 3 of this Agreement or the covenant not to sue described in Section 5 of this Agreement, the remainder of this Agreement shall nonetheless remain binding and in effect. If Sections 3 or 5 of this Agreement are invalidated, in whole or in part, then GVC shall have a right to void this Agreement in its entirety and Herrera shall have the obligation to return the Settlement Payment to Defendants, or GVC may elect to keep the Agreement in tact without the invalid term. Headings are used herein for convenience only and shall have no force or effect in the interpretation or construction of this Agreement. The Parties have each participated in the drafting of this Agreement; thus, no party

shall be deemed to be the author of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, and according to its fair meaning and not strictly for or against any of the Parties.

14. **Modifications, Amendment and Waiver.** No amendments or modifications to this Agreement shall be of any force or effect unless contained in a subsequent writing signed by counsel for each party affected by such modification. No waiver of any of the provisions hereof shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless agreed to in writing by the party making such waiver.

15. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall be considered one and the same instrument.

16. **Warranty of Performance.** The Parties agree to promptly and as expeditiously as possible carry out and execute their duties and responsibilities under the terms of this Agreement.

17. **Entire Agreement.** This Agreement states the entire agreement between the Parties and supersedes their prior agreements, negotiations, or understandings regarding the subject matter of this Agreement. However, as discussed further above, the subject matter of this Agreement as used in this paragraph shall not be deemed to cover any and all individual claims alleged by Herrera in the Operative Complaint which Herrera has asserted on a class action and PAGA basis (i.e., the first through eighth, tenth through twelfth, and nineteenth causes of action alleged by Herrera in the Operative Complaint) which are the subject of the Class/PAGA Settlement Agreement, any and all claims necessary for Herrera to maintain standing to pursue the class and PAGA claims which are the subject of the Class/PAGA Settlement Agreement, the class and PAGA claims alleged by Herrera on behalf of similarly situated individuals in the Operative Complaint which are the subject of the Class/PAGA Settlement Agreement. Instead, such matters shall be deemed the subject of the Parties' separately executed Class/PAGA Settlement Agreement and Release.

18. **No Inducement.** Each party agrees that if the facts with respect to which this Agreement is executed are found hereafter to be different from the facts now believed by any party, each party expressly accepts and assumes the risk of such possible difference in facts, and agrees that this Agreement shall remain effective, notwithstanding such differences. Each party declares and represents that no promise, inducement or other agreement not expressly contained herein has been made to induce this Agreement.

19. **Facsimile; Electronic Signatures.** A facsimile and/or electronic signature, including but not limited to signatures via DocuSign or equivalent, shall be considered as valid as an original signature for purposes of this Agreement.

20. **Acknowledgments.** Herrera represents, acknowledges, and warrants that: (a) he has read this Agreement and/or has had it translated to him; (b) he has made such investigation of the facts pertaining to the Agreement as he deems necessary; (c) he understands all of the Agreement's terms; (d) he is executing this Agreement freely, voluntarily, and without coercion, with full knowledge of its significance and legal consequence; (e) he has been represented by

counsel in relation to this Agreement and has had adequate opportunity to review this Agreement and have it translated as necessary; and (f) he intends to release Defendants and other Released Parties from any liability for the matters covered by this Agreement.

Dated: 7/3/2016

Montero Herrera, on his behalf and on behalf of Releasors

Montero Herrera

By: Montero Herrera

Dated: ____________________

Giumarra Vineyards Corporation, on its own behalf and on behalf of Released Parties

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By: Jeff Giumarra

Dated: ____________________

Miguel A. Cisneros Castillo, on his own behalf, on behalf of M Cisneros Inc. and M. Cisneros Farm Labor, and on behalf of Released Parties

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By: Miguel A. Cisneros Castillo

counsel in relation to this Agreement and has had adequate opportunity to review this Agreement and have it translated as necessary; and (f) he intends to release Defendants and other Released Parties from any liability for the matters covered by this Agreement.

Dated: ______________________	Montero Herrera, on his behalf and on behalf of Releasors ______________________________ By: Montero Herrera
Dated: Aug. 04, 2026	Giumarra Vineyards Corporation, on its own behalf and on behalf of Released Parties ______________________________ By: Jeff Giumarra
Dated: ______________________	Miguel A. Cisneros Castillo, on his own behalf, on behalf of M Cisneros Inc. and M. Cisneros Farm Labor, and on behalf of Released Parties ______________________________ By: Miguel A. Cisneros Castillo

counsel in relation to this Agreement and has had adequate opportunity to review this Agreement and have it translated as necessary; and (f) he intends to release Defendants and other Released Parties from any liability for the matters covered by this Agreement.

Dated: ____________________

Montero Herrera, on his behalf and on behalf of Releasors

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By: Montero Herrera

Dated: Aug. 04, 2026

Giumarra Vineyards Corporation, on its own behalf and on behalf of Released Parties

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By: Jeff Giumarra

Dated: August-4-2026

Miguel A. Cisneros Castillo, on his own behalf, on behalf of M Cisneros Inc. and M. Cisneros Farm Labor, and on behalf of Released Parties

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By: Miguel A. Cisneros Castillo