**PAGA SETTLEMENT AGREEMENT**

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Reyes Palacios Ahuatzi ("Plaintiff") and Defendants Saticoy Berry Farms, Inc., Jeremy Ferro, and David Ferro (collectively, "Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

## 1. DEFINITIONS.

1.1. "Action" means Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendants captioned *Reyes Palacios Ahuatzi v. Saticoy Berry Farms, et al.* initiated on February 20, 2024 and pending in Superior Court of the State of California, County of Ventura, Case No. 2024CUOE020845.

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

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

1.4. "Aggrieved Employee" means Plaintiff and all other individuals who are or were employed by Defendant Saticoy Berry Farms, Inc. as non-exempt hourly-paid employees, who worked at least one shift in California during the PAGA Period.

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

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

1.7. "Court" means the Superior Court of California, County of Ventura.

1.8. "Defense Counsel" means Linda Moroney and Heath Havey of Gordon Rees Scully Mansukhani LLP.

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

1.10. "Gross Settlement Amount" or "GSA" means $287,500.00 which is the total amount Defendants agrees to pay under the Settlement except as provided in Paragraph 8 below. The

Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's Service Award, and the Administrator's Expenses Payment.

1.11. "Individual PAGA Payment" means the Aggrieved Employees' pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i) as applicable to PAGA claims filed prior to June 19, 2024.

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's Service Award, and the Administration Expenses Payment.

1.16. "PAGA Counsel" means Hengameh S. Safaei of North Law, P.C.

1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant Saticoy Berry Farms, Inc. for at least one day during the PAGA Period.

1.19. "PAGA Period" means the period from December 16, 2022 to the date the Court approves this Settlement Agreement.

1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.21. "PAGA Notice" means Plaintiff's December 16, 2023 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.22. "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 LWDA as applicable to settlement of PAGA claims filed prior to June 19, 2024.

1.23. "Plaintiff" means Reyes Palacios Ahuatzi, the named plaintiff in the Action.

1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.25. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.26. "Released Parties" means: Defendants and each of their former and present directors, officers, employees, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.

1.27. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.28. Defendants" means named Defendants Saticoy Berry Farms, Inc., David Ferro, and Jeremy Ferro.

## 2. RECITALS.

2.1. On February 20, 2024, Plaintiff filed a PAGA representative action complaint which alleges the following predicate Labor Code violations against Defendants: (1) failure to provide meal periods and/or pay meal period premiums; (2) failure to authorize and permit rest breaks and/or pay rest break premiums; (3) failure to pay minimum wages; (4) failure to pay overtime; (5) failure to timely pay wages during employment; (6) failure to timely pay final wages; (7) failure to provide complete and accurate wage statements; (8) failure to maintain accurate records; and (9) failure to reimburse business expenses. Defendants deny the allegations in the Complaint, deny any failure to comply with the laws identified in in the Complaint and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3. On December 18, 2025, the Parties participated in an all-day mediation presided over by David Lowe, Esq. which led to this Agreement to settle the PAGA claims in the Action.

2.4. Prior to mediation and negotiating the Settlement, Plaintiff obtained, through informal discovery, information and documents, including but not limited to Plaintiff's personnel file, information regarding Defendants' policies and practices, information relating to the size of the Aggrieved Employees, the majority of Aggrieved Employees' time and pay records, Plaintiff's payroll and time records, and various aggregate data including number of PAGA pay periods, and current versus former employees Aggrieved Employees.

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

## 3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay Two Hundred Eighty-Seven Thousand Five Hundred Dollars and Zero Cents

($287,500.00) and no more as the Gross Settlement Amount ("Gross Settlement Amount" or "GSA"). Defendants have 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. There shall be no right for Aggrieved Employees to opt out of the Settlement. None of the Gross Settlement Amount will revert to Defendants.

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 Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the GSA which is currently estimated to be $95,833.33 and PAGA Counsel Litigation Expenses Payment of not more than $18,000. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. In the event that the Court reduces or does not approve the requested PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment, Plaintiff and PAGA Counsel shall not have the right to revoke this Agreement or the Settlement, and it will remain binding. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed $6,250 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 $6,250, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of the Net Settlement Amount to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments..

3.2.4. To Plaintiff: PAGA Representative Service Award and General Release Payment of not more than $10,000 (in addition to any individual PAGA Payment Plaintiff is entitled to receive as an Aggrieved Employee). Defendants will not oppose Plaintiff's request for a PAGA Representative Service Award and General Release Payment that does not exceed this amount. In the event that the Court reduces or does not approve the requested PAGA Representative Service Award and General Release Payment, Plaintiff and PAGA Counsel shall not have the right to revoke this Agreement or the Settlement, and it will remain binding.

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

3.2.3.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

**4. SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Aggrieved Employee Data. Within thirty (30) days of the Effective Date, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' 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. The Administrator shall not share the Aggrieved Employee Data with either Plaintiff or PAGA Counsel unless expressly approved by Defendants and Defense Counsel, or if an Aggrieved Employee requests that their personal data be shared with PAGA Counsel. Defendants has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.2. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date; provided, however, that in no event shall such funding occur prior to May 1, 2026.

4.3. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff's PAGA Representative Service Award, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4. 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. A notice letter explaining why the check is being sent ("Employee Notice"), in a mutually-agreed upon form that has been approved by the Court, in substantially the form that is attached hereto as "Exhibit A," will be included in the mailing of each Individual PAGA Payment. 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.

4.5. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within seven (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.

4.6. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

**5. RELEASES OF CLAIMS**. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences including, but not limited to: (a) any and all claims that were, or reasonably could have been, alleged, based on the facts contained in the Complaint and the PAGA Notice, any (b) any and all claims arising from his employment or damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good faith and fair dealing, or any federal, state, or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided 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, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes 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: All Aggrieved Employees, the State of California, and the LWDA 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 that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint and the PAGA Notice during the PAGA Period.

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

**6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT**. The Parties agree to jointly prepare and file a motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel 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)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the motion for approval of this Settlement no later than thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

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

**7. SETTLEMENT ADMINISTRATION.**

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc.to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. 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 Size and Escalator Clause. The Parties agree that if the number of Pay Periods during the PAGA Period exceed 17,680 by more than 10% (*i.e.*, more than 1,768 pay periods), the Gross Settlement Amount will increase by a proportionate percentage (*i.e.*, if the number of Pay Period increases by 11%, the Gross Settlement Amount would increase by 1%). Alternatively, Defendants may elect to shorten the PAGA release period in order to stay within the 10% allowance by rolling back the release period to the date in which the 10% allowance was met.

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 under Code of Civil Procedure Section 664.6 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, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

## 10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' 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 Plaintiff and Defendants, 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 Plaintiff, PAGA Counsel, Defendants, 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 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

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

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

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

To Plaintiff

NORTH LAW, P.C.
Hengameh S. Safaei

12100 Wilshire Boulevard, 8th Floor
Los Angeles, California 90025
Telephone: (213) 868-3232
Facsimile: (213) 315-0162
Email: safaei@northlegalpc.com

To Defendants

LINDA M. MORONEY
HEATH A. HAVEY
GORDON REES SCULLY MANSUKHANI, LLP
315 Pacific Avenue
San Francisco, CA 94111
Telephone: (415) 986-5900
Facsimile: (415) 986-8054
lmoroney@grsm.com
hhavey@grsm.com

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

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

10.18 Limitation on Public Statements About Settlement. Plaintiff and PAGA Counsel agree not to disclose or publicize the Settlement, including the facts of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except to Aggrieved Employees and as shall be contractually required to effectuate the terms of the Settlement. For the avoidance of doubt, this section means Plaintiff and PAGA Counsel agree not to issue press releases; communicate with, or respond to, any media or publication entities; publish information in manner or form, whether printed or electronic, on any medium; or otherwise communicate, whether by print, video, recording, or any other medium, with any person or entity concerning the Settlement, including the facts of the Settlement, its terms or contents, and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement. Nothing herein will restrict PAGA Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications and experience. Furthermore, Plaintiff and PAGA Counsel will undertake any and all disclosures required to be made to the LWDA in conformity with PAGA. This provision also does not limit PAGA Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Aggrieved Employees.

10.19 No Solicitation. The Parties and their counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage, directly or indirectly, any Aggrieved Employee to appeal from the Court's order and/or judgment approving the Settlement.

10.20 Waiver of Right to Appeal. Provided that the order and/or judgment approving the Settlement is consistent with the terms and conditions of this Settlement Agreement, Plaintiff, PAGA Counsel, Defendants, and Defense Counsel hereby waive any and all rights to appeal the order and/or judgment approving the Settlement, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken, by someone other than the Parties or their counsel, from the order and/or judgment approving the Settlement, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Court's order and/or judgment approving the Settlement becomes final.

**IT IS SO AGREED:**

Dated: 1/26/2026

**PLAINTIFF:**

DocuSigned by:

Reyes Palacios

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Reyes Palacios Ahuatzi

Dated: 1/26/2026

**COUNSEL FOR PLAINTIFF:**

North Law, P.C.

DocuSigned by:

Hengameh S. Safaei

AD49BBFFE12445D...

Hengameh S. Safaei

Attorney for Plaintiff Reyes Palacios Ahuatzi

Dated: _______________

**DEFENDANT SATICOY BERRY FARMS, INC.**

_______________________________________

By: ___________________________________

Title: _________________________________

Dated: _______________

**DEFENDANT JEREMY FERRO**

_______________________________________

*[Signatures continue on next page]*

complying with ethical obligations or from posting court-filed documents on their website for viewing by Aggrieved Employees.

10.19 No Solicitation. The Parties and their counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage, directly or indirectly, any Aggrieved Employee to appeal from the Court's order and/or judgment approving the Settlement.

10.20 Waiver of Right to Appeal. Provided that the order and/or judgment approving the Settlement is consistent with the terms and conditions of this Settlement Agreement, Plaintiff, PAGA Counsel, Defendants, and Defense Counsel hereby waive any and all rights to appeal the order and/or judgment approving the Settlement, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken, by someone other than the Parties or their counsel, from the order and/or judgment approving the Settlement, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Court's order and/or judgment approving the Settlement becomes final.

**IT IS SO AGREED:**

Dated: ___________ **PLAINTIFF:**

_______________________________
Reyes Palacios Ahuatzi

Dated: ___________ **COUNSEL FOR PLAINTIFF:**
North Law, P.C.

_______________________________
Hengameh S. Safaei
Attorney for Plaintiff Reyes Palacios Ahuatzi

Dated: 1-28-26 **DEFENDANT SATICOY BERRY FARMS, INC.**

_______________________________
By: JEREMY FERRO
Title: VP

Dated: 1-28-26 **DEFENDANT JEREMY FERRO**

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*[Signatures continue on next page]*

Dated: 1-28-26

**DEFENDANT DAVID FERRO**

David M Ferro

Dated: 1/30/26

**COUNSEL FOR DEFENDANTS:**
GORDON REES SCULLY MANSUKHANI, LLP

HEATH A. HAVEY
Attorneys for Defendants SATICOY BERRY FARMS, INC., JEREMY FERRO and DAVID FERRO

To: <<First Name>><<Last Name>>
<<Address>>
<<City>> <<State>> <<Zip>>
Re: Individual PAGA Payment from *Ahuatzi v. Saticoy Berry Farms, Inc., et al.*
Ventura County Superior Court, Case No. 24STCV04454

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual PAGA Payment"). This check is your payment from the settlement of a lawsuit entitled *Ahuatzi v. Saticoy Berry Farms, Inc., et al.*, Case No. 2024CUOE020845 ("Action"), filed in the Superior Court of California for the County of Ventura ("Court").

The lawsuit was filed by Reyes Palacios Ahuatzi ("Plaintiff"), a former employee of Defendant Saticoy Berry Farms, Inc. ("Defendant"), on behalf of the State of California with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the California Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"). Plaintiff alleged that Defendants violated the California Labor Code by failing to (1) pay all minimum and overtime wages, (2) provide lawful meal periods or compensation in lieu thereof, (3) authorize or permit lawful rest breaks or provide compensation in lieu thereof, (4) provide accurate itemized wage statements, (5) timely pay all wages during employment and upon separation of employment, (6) maintain accurate records, and (7) reimburse business expenses.

Defendants deny these allegations and deny any wrongdoing of any kind associated with these allegations.

A settlement was reached between Plaintiff and Defendants, on behalf of Plaintiff, the State of California, and the following Aggrieved Employees: Plaintiff and all other individuals who are or were employed by Defendant Saticoy Berry Farms, Inc. as non-exempt hourly-paid employees, who worked at least one shift in California from December 16, 2022 through [XXX]. You are receiving a portion of the settlement (the enclosed Individual PAGA Payment check) because you have been identified as an Aggrieved Employee.

On <<Approval Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California and a portion to be paid to the Aggrieved Employees. Your Individual PAGA Payment is based on the total number of pay periods that you worked as an Aggrieved Employee during the period between December 16, 2022 through [XXX] (the "PAGA Period"). The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

By way of the settlement, you will be deemed to release the Released Parties from the Released PAGA Claims. The "Released Parties" means Defendants and each of their former and present directors, officers, employees, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns. The "Released Claims" means and refers to all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint and the PAGA Notice during the PAGA Period.

Your Individual PAGA Payment check is valid for 180 calendar days from the date of issuance, and if you do not cash, deposit, or otherwise negotiate the check within the 180-day timeframe, your Individual PAGA Payment will be cancelled and the funds will be transmitted to the State Controller's Office Unclaimed Property Fund in your name.

**Do <u>not</u> call or write the Court or Office of the Clerk of the Court to ask questions about the settlement.** If you have any questions concerning the settlement, you may contact the Settlement Administrator at <<INSERT CONTACT INFORMATION>>.