Docusign Envelope ID: 6BC7D9E8-C528-8A90-8024-3E374EEA808A

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Jorge Zepeda Torres ("Plaintiff") and defendant Sierra Pacific Farms, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations under the Private Attorneys General Act against Defendant captioned *Jorge Zepeda Torres v. Sierra Pacific Farms, Inc*., Case No. CVRI2403079 initiated on June 4, 2024 and pending in Superior Court of the State of California, County of Riverside.

1.2. "Related Action" means the Plaintiff's lawsuit filed on March 28, 2024. Plaintiff filed a class action complaint in Riverside County Superior Court asserting nine causes of action: (1) failure to pay minimum and straight time wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to authorize and permit rest periods, (5) failure to timely pay final wages at termination, (6) failure to provide accurate itemized wage statements, (7) failure to indemnify employees for expenditures, (8) failure to produce requested employment records, and (9) unfair business practices.

1.3. "Arbitration" means Plaintiff's individual claim proceeding before the American Arbitration Association, Case No. 01-24-0008-7050 pursuant to the Court's order granting Defendant's motion to compel Plaintiff's claim stemming from the Related Action to Arbitration.

1.4. "Administrator" means xPand Legal Consulting, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.5. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses.

1.6. "Aggrieved Employee" means all currently or formerly employed by Sierra Pacific Farms, Inc. as a non-exempt employee in the State of California at any time during the PAGA Period.

1.7. "PAGA Counsel" means John G. Yslas and William M. Pao of Wilshire Law Firm, PLC.

1.8. "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.

1.9. "PAGA Data" means PAGA Member identifying information in Defendant's possession including the PAGA Member's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.9. "PAGA Member" means the Aggrieved Employees as defined above.

1.10."PAGA Period" means the period from March 31, 2023 to February 17, 2026.

Docusign Envelope ID: 6BC7D9E8-C528-8A90-8024-3E374EEA808A

1.11.“PAGA Representative” means the named Plaintiff in the operative complaint in the Action.

1.12.“PAGA Representative Service Payment” means the payment to the PAGA Representative for initiating the Action and providing services in support of the Action.

1.13.“Court” means the Superior Court of California, County of Riverside.

1.14.“Defendant” means named defendant Sierra Pacific Farms, Inc.

1.15.“Defense Counsel” means Higgs Fletcher & Mack.

1.16.“Effective Date” means the date by when the Court enters an order approving the Settlement.

1.17.“Approval Hearing” means the Court’s hearing on the Motion for Approval of the Settlement.

1.18.“Final Judgment” means the Judgment Entered by the Court upon granting Final Approval of the Settlement.

1.19.“Gross Settlement Amount” means $135,000.00 which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay PAGA Representative Service Payment, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.20.“Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.21.“Dismissal” means the Action is dismissed with prejudice by the Court based on approval of the Settlement.

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

1.23.“LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under the Labor Code section 2699, subd. (i).

1.24.“Net Settlement Amount” means the Gross Settlement Amount, less the following payments: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to PAGA Members.

1.25.“PAGA Notice” means Plaintiff’s letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

Docusign Envelope ID: 6BC7D9E8-C528-8A90-8024-3E374EEA808A

1.26. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.27."PAGA Penalties" means the total amount of PAGA civil penalties in the amount of $6,750.00 (which is 5% of the Gross Settlement Amount) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($1,687.50) and the 75% to the LWDA ($5,062.50) in settlement of PAGA claims.

1.28."Released PAGA Claims" means the claims being released as described in Paragraph 6.3 below.

1.29."Released Parties" means Defendant as defined in paragraph 1.14 above and includes its former and present directors, officers, shareholders, stockholders, owners, members, attorneys, insurers, agents, fiduciaries, representatives, trustees, administrators, partners, supervisors, employees, predecessors, successors, assigns, subsidiary and parent entities, and affiliated and related companies.

2. RECITALS.

2.1. On June 4, 2024, Plaintiff commenced this Action by filing a Complaint in the matter *Jorge Zepeda Torres v. Sierra Pacific Farms, Inc*., Case No. CVRI2403079 in Superior Court of the State of California, County of Riverside, alleging cause a cause of action against Defendant for Enforcement of Labor Code § 2698 *et seq.* ("PAGA") against Defendant for failure to pay minimum wages; failure to pay overtime wages; failure to provide meal periods; failure to permit rest breaks; failure to reimburse business expenses; failure to provide accurate itemized wage statements; failure to pay wages timely during employment; failure to pay all wages due upon separation of employment. 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), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. Prior to negotiating the Settlement, the Parties obtained Plaintiff's and the PAGA members documents related to their employment and time records, handbooks and policy documents and other employment information obtained through informal discovery.

2.4. In addition to the Action, on March 28, 2024, Plaintiff filed a class action complaint in Riverside County Superior Court asserting nine causes of action: (1) failure to pay minimum and straight time wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to authorize and permit rest periods, (5) failure to timely pay final wages at termination, (6) failure to provide accurate itemized wage statements, (7) failure to indemnify employees for expenditures, (8) failure to produce requested employment records, and (9) unfair business practices ("the Related Action"). On October 14, 2024, the Court granted Sierra Pacific's Petition to Compel Arbitration.

Docusign Envelope ID: 6BC7D9E8-C528-8A90-8024-3E374EEA808A

2.5. Subsequent to the Court's order compelling Plaintiff's individual claim to arbitration, the Parties proceeded in before the American Arbitration Association, Case No. 01-24-0008-7050 ("the Arbitration").

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Defendant promises to pay $135,000.00 and no more as the Gross Settlement Amount. 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 payments from the Gross Settlement Amount outlined below and approved by the Court:

3.2.1. To Plaintiff: PAGA Representative Service Payment of not more than $7,500.00 (in addition to any Individual PAGA Payment the PAGA Representative is entitled to receive). Defendant will not oppose Plaintiff's request for a PAGA Representative Service Payment that does not exceed this amount.

3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, in the amount of $45,000.00 and a PAGA Counsel Litigation Expenses Payment of not more than $25,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $10,000.00 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 $10,000.00, the Administrator will allocate the difference to the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $6,250.00 to be paid from the Gross Settlement Amount, with 75% ($5,062.50) allocated to the LWDA PAGA Payment and 25% ($1,687.50) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties $1,687.50 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.

4. SETTLEMENT FUNDING AND PAYMENTS.

Docusign Envelope ID: 6BC7D9E8-C528-8A90-8024-3E374EEA808A

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are a total of 45 Aggrieved Employees who worked a total of 1,605 PAGA Pay Periods.

4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds 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 PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payment.

4.3.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Members via First Class U.S. Mail, postage prepaid.

4.3.2.The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to PAGA Members (such as 401(k) contributions or bonuses).

5. ESCALATOR CLAUSE. Based on its records, Defendant represents there are 45 Aggrieved Employees who worked a total of 1,605 PAGA Pay during the PAGA Period. If, on final calculation, the total number of Pay Periods worked by Aggrieved Employees during the PAGA period exceeds 1,605 Pay Periods by more than 10% (i.e. more than 160 pay periods), then the GSA will be increased proportionally by the number of pay periods worked in excess of 10% greater than 1,605 (i.e. 1,765). For example, if the final number of total pay periods worked by Aggrieved Employees during the PAGA Period exceeds 1,605 by 15%, the GSA will increase by 5%. If this provision is triggered, the Parties agree that the portion of the GSA allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the GSA after the upward adjustment required by this provision is implemented.

6. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff will release claims against all Released Parties as follows:

7.1. Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, unconditionally and forever release, waive, and discharge all demands, damages, debts, liabilities, contracts, obligations, actions, causes of action and claims of every kind, nature, and description whatsoever, whether now known or unknown, suspected or unsuspected including in equity or otherwise, which she ever had or now has against the Released Parties arising or accruing at any time prior to the Effective Date, including, without limitation any matter, cause or claim arising out or related to facts or events occurring prior to the execution of this Agreement, related to Plaintiff's employment with Defendant. The claims released by Plaintiff include but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged

Docusign Envelope ID: 6BC7D9E8-C528-8A90-8024-3E374EEA808A

based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under paragraphs 6.2 and 6.3, below. Claims released by Plaintiff also include but are not limited to: (a) any claims that were or could have been brought under California Labor Code sections 132a, 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 432.5, 510, 512, 558, 1050, 1054, 1194, 1194.2, 1197, 1198, 2698 et seq., 2800, et seq., the appliable Industrial Welfare Commission Wage Orders, the Fair Labor Standards Act ("FLSA"), and all related or corresponding federal laws, and all implementing regulations and interpreting guidance; (b) any claims that were or could have been brought under California Corporations Code, and California Business and Professions Code, including but not limited to the California Business and Professions Code section 17200 et seq.; (c) any other causes of action, including those seeking premiums, statutory or civil penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting, whether such causes of action are in tort, contract, equity, statute, or common law; (d) any claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Age Discrimination in Employment Act, and Title VII of the Civil Rights Act of 1964, and (e) any other claims the Plaintiff could have made related to her employment with Defendant. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for: (a) state disability insurance benefits pursuant to the terms of applicable state law; (b) any benefit entitlements vested as of the date of the Plaintiff's termination, pursuant to written terms of any benefit plan; (c) continued participation in certain group benefit plans on a temporary basis pursuant to the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (commonly known as COBRA); and (d) any other claims that may not be waived or released pursuant to statute or other applicable law.. 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.

7.1.1. 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," including but not limited to, claims under state, or local law; claims for unpaid wages, claims for the failure to pay minimum wages, claims for the failure to pay overtime wages, claims related to missed meal and rest breaks or periods and nonpayment of premium pay for such, failure to comply with itemized employee wage statement provisions, failure to pay timely wages, failure to pay wages due at separation, and the failure to reimburse for employment-related expenses; California Labor Code sections 201, 202, 203, 210, 226, 226.7, 510, 512(a), 558, 558.1, 1174(d), 1194, 1197, 1197.1, and 2802; claims, damages, or causes of action arising under the applicable Industrial Welfare Commission Wage Orders; violates of California Business and Professions Code section 17200, et seq.; and claims, damages, interest, and claims for attorneys' fees.

Docusign Envelope ID: 6BC7D9E8-C528-8A90-8024-3E374EEA808A

7.2. Release by Aggrieved Employees.

All Aggrieved Employees 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 any and all claims for PAGA civil penalties, including under California Labor Code section 2698, et seq. that were alleged in the Operative Complaint or PAGA Notice, or reasonably could have been alleged based on the facts alleged in the Operative Complaint or in the PAGA Notice, and ascertained in the course of the Action which occurred during or arise out of the PAGA Period.

8. **MOTION FOR APPROVAL.** PAGA Counsel will prepare and file a motion for approval ("Motion for Approval") that complies with any and all requirements, rules, and standing orders applicable to the preliminary approval motion in the relevant venue and department.

8.1. Responsibilities of Counsel. PAGA Counsel is solely responsible for obtaining a prompt hearing date for the Motion for Preliminary Approval, filing the Motion for Preliminary Approval with the Court, and for delivering the Court's Preliminary Approval Order to the Administrator.

9. SETTLEMENT ADMINISTRATION.

9.1. Selection of Administrator. The Parties have jointly selected xPand Legal Consulting, LLC to serve as the Administrator and verified that, as a condition of appointment, xPand Legal Consulting, LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. 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.

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

9.2.2 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 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Class Members.

9.2.3 Using best efforts to perform as soon as possible, and in no event later than 14 (fourteen) days after receiving the PAGA Data, the Administrator will send to all Class Members identified in the PAGA Data, via first-class United States Postal Service ("USPS") mail, the PAGA Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the PAGA Notice shall prominently estimate the dollar amounts of any Individual PAGA Payment payable to the PAGA Member, and the number of PAGA Pay Periods used to

Docusign Envelope ID: 6BC7D9E8-C528-8A90-8024-3E374EEA808A

calculate these amounts. Before mailing PAGA Notices, the Administrator shall update PAGA Member addresses using the National Change of Address database.

9.3 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.

9.3.1 Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Approval of the Settlement, the Administrator will provide to PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of PAGA Notice, the PAGA Notices returned as undelivered, the re-mailing of PAGA Notices, attempts to locate PAGA Members. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. PAGA Counsel is responsible for filing the Administrator's declaration(s) in Court.

9.3.2 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide PAGA Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

10. MOTION FOR APPROVAL. Not later than 16 court days before the calendared Approval Hearing, PAGA Counsel will file in Court, a motion for approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1).

10.1. Dismissal of the Action, Related Action, and Arbitration. Plaintiff agrees that within two days of the settlement being funded by Defendant, Plaintiff will file a request for dismissal of the Action and the Arbitration with prejudice and will dismiss the Related action without prejudice and take any other such steps necessary to effect those dismissals.

11. ADDITIONAL PROVISIONS.

11.1. No Admission of Liability. 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 Plaintiff that Defendant's defenses in the Action have merit.

11.2. Integrated Agreement. Upon execution by all Parties and their counsel, this

Docusign Envelope ID: 6BC7D9E8-C528-8A90-8024-3E374EEA808A

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.

11.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required to effectuate the terms of this Agreement, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.4. 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 or the Court to facilitate resolution.

11.5. 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, and nothing in this Settlement shall be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.7. 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.

11.8. Agreement Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the Parties hereto and their respective heirs, trustees, executors, administrators, and successors.

11.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

11.10. 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.

Docusign Envelope ID: 6BC7D9E8-C528-8A90-8024-3E374EEA808A

11.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during this Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. The Plaintiff and PAGA Counsel agree the terms of this Settlement, including but not limited to the Gross Settlement Amount and any related amounts, the negotiations leading to this Settlement, and all documents related to the Settlement shall not be discussed with, publicized, or promoted to the public, except as necessary to effectuate and/or enforce the terms of the Agreement. Plaintiff and PAGA Counsel will not publish or publicize the terms of this Settlement or Agreement in any medium, format, or space, and will not issue any press releases or respond to any media inquiries regarding this Action, Agreement, or Settlement. Notwithstanding the foregoing, Plaintiff and PAGA Counsel may represent to the public in general only that "the matter is resolved by the parties." The above does not prohibit PAGA Counsel from referring to the Court's orders in this case approving its motion for attorneys' fees in subsequent declarations in future cases in which they file a motion for attorneys' fees.

11.12. 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.

11.13. 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.

11.14. 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. All such notices, demands, or other communications must be addressed as follows:

To Plaintiff: Wilshire Law Firm, PLC
John Yslas
john.yslas@wilshirelawfirm.com
William M. Pao
william.pao@wilshirelawfirm.com
660 South Figueroa Street, Sky Lobby
Los Angeles, California 90017

To Defendant: Higgs Fletcher & Mack
Michael W. Healy
Justin Carter
401 West A Street, Suite 2600
San Diego, CA 92101
healym@higgslaw.com
cartherj@higgslaw.com

Docusign Envelope ID: 6BC7D9E8-C528-8A90-8024-3E374EEA808A

11.15. 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 counterparts will be admissible in evidence to prove the existence and contents of this Agreement.

11.16. 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. The Parties further agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

11.17. Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and l123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Riverside County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

Date: 6/8/2026

PLAINTIFF JORGE ZEPEDA TORRES

Firmado por:

50D4D277DD2C483...

Jorge Zepeda Torres

Date: 6/12/2026

DEFENDANT SIERRA PACIFIC FARMS, INC.

DocuSigned by:

A75828BCD2AA402...

By: Scott McIntyre

Docusign Envelope ID: 6BC7D9E8-C528-8A90-8024-3E374EEA808A

Approved as to form and content:

DATED: 6/4/2026

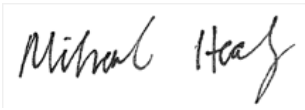
WILSHIRE LAW FIRM PLC



John G. Yslas
William M. Pao
Counsel for Plaintiff
Fredricks Evans, Jr.

DATED: 6/12/26

HIGGS FLETCHER & MACK



Michael W. Healy
Counsel for Defendant
Sierra Pacific Farms, Inc.