

PAGA SETTLEMENT AGREEMENT

Subject to court approval, Ramiro Figueroa-Villanueva (“Plaintiff”), on behalf of the other alleged aggrieved employees and as a private attorney general on behalf of the State of California, on the one hand, and Defendants BFI Harvesting, Inc., Babe Farms, and Babe Farms Specialties, Inc. (“Defendants”), on the other hand (collectively, the “Parties”), hereby agree to the following settlement (“Settlement,” “Settlement Agreement,” or “Agreement”) of claims under the Private Attorneys General Act (“PAGA”).

RECITALS

WHEREAS, on July 3, 2024, Plaintiff sent notice to the Labor and Workforce Development Agency (“LWDA”) and Defendants of his intent to pursue a representative action pursuant to PAGA, on behalf of himself and the State of California, as well as on behalf of a group of alleged aggrieved employees based on Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and 2802, as well as applicable Industrial Welfare Commission Wage Orders (“PAGA Notice”);

WHEREAS, on July 30, 2024, Plaintiff filed a putative class action lawsuit entitled *Ramiro Figueroa-Villanueva v. BFI Harvesting, Inc., et al.*, Santa Barbara County Superior Court, Case No. 24CV04300 (the “Action”);

WHEREAS, on September 9, 2024, Plaintiff filed a First Amended Class Action and Representative Action Complaint in the Action which added a claim for penalties under PAGA;

WHEREAS, the Parties stipulated to arbitrate Plaintiff’s individual claims, dismiss class claims, and stay the Action;

WHEREAS, Defendants at all relevant times denied, and currently deny, all claims (including but not limited to Plaintiff’s joint employer allegations);

WHEREAS, on April 1, 2025, counsel for Plaintiff and Defendants participated in an all-day mediation with experienced wage-and-hour mediator Henry Bongiovi, Esq., thereafter agreed to resolve all individual and PAGA claims in the Action, and ultimately reached the Settlement described herein,. The Settlement was negotiated in light of all known facts and circumstances, including, *inter alia*, the

potential defenses asserted by Defendants, the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues.

PERSONS COVERED BY THE SETTLEMENT

1. Aggrieved Employees: This Settlement covers all current and former hourly and/or piece-rate harvesting employees of BFI Harvesting, Inc. who were employed in California at any time during the Settlement Period, including Plaintiff.
2. Settlement Period: The Settlement covers the period from July 3, 2023 through June 1, 2025 (“Settlement Period”).
3. Effective Date: The “Effective Date” will be the date the Court enters a Judgment and Order approving this Settlement. At no time will Defendants have any obligation to fund the Settlement, in whole or in part, until after the occurrence of this Effective Date and as specified in Paragraph 14.

SETTLEMENT CONSIDERATION

4. Maximum Settlement Amount: Subject to the terms and conditions of this Agreement, Defendants will pay the maximum amount of Three Hundred Fifteen Thousand U.S. Dollars (\$315,000.00) (“Maximum Settlement Amount”) to settle the claims in the Action and any other claims released pursuant to this Agreement. In no event shall Defendants be responsible for paying more than the Maximum Settlement Amount, subject to modification should Defendant chose to increase it as specified in Paragraph 15. The Maximum Settlement Amount includes Attorneys’ Fees, Litigation Costs, Settlement Administrator Costs, Plaintiff’s Individual Release Payment, and payment for the “Released Claims” as defined below (including payment to the LWDA and payments to Aggrieved Employees). 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 Maximum Settlement Amount will revert to Defendant.
5. Attorneys’ Fees: In full satisfaction of all claims Plaintiff and Aggrieved Employees may have for attorneys’ fees arising out of the Action, The Sentinel Firm, APC (“Plaintiff’s Counsel”) shall request, and be paid from, the Maximum Settlement Amount a maximum amount of one-third of the Maximum Settlement Amount (currently estimated to be \$105,000.00), which is subject to court

approval. To the extent the Court approves attorneys' fees of less than this amount, the amount of the difference shall be added to the PAGA Penalties Fund. Within twenty-one (21) calendar days of receipt of the deposit of the Maximum Settlement Amount by the Settlement Administrator from Defendants, the Settlement Administrator shall pay Plaintiff's Counsel the amount described in this paragraph and as approved by the Court. The Administrator will pay the Attorneys' Fees Payment using one or more IRS 1099 Forms as appropriate.

6. Litigation Costs: In full satisfaction of all claims Plaintiff and Aggrieved Employees may have for litigation costs arising out of the Action, Plaintiff's Counsel shall request and be paid from the Maximum Settlement Amount a maximum amount of Fifteen-Thousand Dollars (\$15,000.00) in litigation costs, subject to Court approval. To the extent the Court approves litigation costs of less than \$15,000.00, the amount of the difference shall be added to the PAGA Penalties Fund. Within twenty-one (21) days of receipt of the deposit of the Maximum Settlement Amount by the Settlement Administrator from Defendants, the Settlement Administrator shall pay Plaintiff's Counsel the amount described in this paragraph and as approved by the Court. The Administrator will pay the Litigation Costs Payment using one or more IRS 1099 Forms as appropriate.

7. Plaintiff's Individual Release Payment: Within twenty-one (21) calendar days of receipt of the deposit of the Maximum Settlement Amount by the Settlement Administrator from Defendants, the Settlement Administrator shall pay Plaintiff a total of Seven-Thousand Five-Hundred Dollars (\$7,500.00) in exchange for the releases provided in this Agreement.

8. PAGA Penalties Fund: The Parties agree that Defendants, through the Settlement Administrator, will pay the LWDA and Aggrieved Employees in full satisfaction of all claims for PAGA civil penalties under the California Labor Code in an amount equal to the remainder of the Maximum Settlement Amount following deduction of any court-approved attorneys' fees, litigation costs, Individual Release Payments, and settlement-administration Costs ("PAGA Penalties Fund"). Pursuant to PAGA, 65% of the PAGA Penalties Fund will be paid to the LWDA, and the remaining 35% will be paid to all Aggrieved Employees in proportion to the respective number of pay periods they were employed in hourly and/or piece-rate harvesting positions during the Settlement Period.

9. Settlement Administrator: Phoenix Settlement Administrators shall be the third-party Settlement Administrator for the purposes of administering this Settlement. The Parties have jointly selected Phoenix Settlement Administrators and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Parties' request to the Court for the payment of the Settlement Administration Costs. The Parties, Plaintiff's Counsel, and Defendants' counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

12. Settlement Administration Costs: Settlement Administration Costs will be paid to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per aggrieved employee, tax reporting, distributing the PAGA Penalties Fund and Plaintiff's Individual Release Payment, providing necessary reports and declarations, and other duties and responsibilities as requested by the Parties. The Settlement Administration Costs will be paid from the Maximum Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum necessary to administer the Settlement, which is currently anticipated to be no greater than Four Thousand Dollars (\$4,000.00). To the extent actual Settlement Administration Costs are greater than \$4,000, such excess amount will be deducted from the PAGA Penalties Fund. Within twenty-one (21) days of receipt of the deposit of the Maximum Settlement Amount by the Settlement Administrator from Defendants, the Settlement Administrator shall pay itself the amount described in this paragraph and as approved by the Court. To the extent the Court approves

settlement administration costs of less than the amount requested by the Parties, the amount of the difference shall be added to the PAGA Penalties Fund.

13. Court Approval of the Settlement and Distribution of the Settlement Payments: Within thirty (30) days of the Parties executing this Settlement Agreement, Plaintiff will file a motion requesting that the Court issue an order approving and incorporating by reference the terms and conditions of the Settlement Agreement and entering judgment. Plaintiff and Defendants will jointly prepare the proposed Approval Judgment and Order to be entered by the Court to enforce this Agreement. The proposed Approval Judgment and Order will be submitted concurrently with the documents asking the Court to approve the settlement. Plaintiff shall promptly submit a copy of this Settlement Agreement to the LWDA at the same time the stipulation or motion for settlement approval is filed with the Court.

14. Funding of the Settlement: Within thirty (30) calendar days after the court's entry of the approval order and judgment, Defendants will pay the Maximum Settlement Amount as specified in Paragraph 4 to the Settlement Administrator.

15. Based on its records, Defendants estimate that, as of April 1, 2025, there are 221 Aggrieved Employees who worked 14,200 Pay Periods from July 3, 2023 through April 1, 2025. The settlement as negotiated contemplates a PAGA Pay Period count through April 1, 2025. If the number of actual PAGA pay periods during the PAGA Period as verified by the Administrator exceeds 15% of the estimated pay periods (i.e., exceeds 16,330 pay periods), Defendants shall either (1) increase the Maximum Settlement Amount by a pro-rata dollar value equal to the number of pay periods in excess of 16,330 pay periods, or (2) cut off the release period as of the date the 15% cushion is exhausted. For example, if there is a 1% increase over 15% then the Maximum Settlement Amount increases by 1%. The Administrator will be responsible for determining and notifying the Parties whether the pay period count triggers this modification of the Maximum Settlement Amount within seven (7) calendar days after receiving the Pay Period Count as specified in Paragraph 16. In the event that the Administrator notifies Defendants that the modification contemplated by this Paragraph has been triggered, Defendants will notify the Parties and the Administrator within seven (7) calendar days whether it will elect to modify the Maximum Settlement Amount or to cut off the release period as specified in this Paragraph.

16. Settlement Payments to the Aggrieved Employees: No later than thirty (30) calendar days after the Effective Date, Defendants shall provide the Settlement Administrator with a list of all Aggrieved Employees (“Aggrieved Employees List”) and the pay period count worked by the Aggrieved Employees during the Settlement Period. The Aggrieved Employees List shall state the first name and last name for each Aggrieved Employee, the last-known address for each Aggrieved Employee, each Aggrieved Employee’s social security number, and the number of payroll periods during the Settlement Period during which each Aggrieved Employee was engaged as an hourly and/or piece-rate harvesting employee in California for Defendants. No later than twenty-one (21) calendar days after receipt of the Maximum Settlement Amount from Defendants, the Settlement Administrator will issue each Aggrieved Employee a check for his or her share of the PAGA Penalties Fund, along with an explanatory letter in the form attached hereto as **Exhibit A**. Checks will remain negotiable for one-hundred eighty (180) calendar days. Any checks returned as non-deliverable on or before the check-cashing deadline will be sent promptly via regular first-class U.S. Mail to any forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or another search using the name, address, or social security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than one-hundred eighty (180) calendar days after issuance will be tendered to the State Controller’s Office, Unclaimed Property Division. In the event that an Aggrieved Employee’s check is undeliverable, uncashed, or otherwise distributed to the State Controller’s Office, Unclaimed Property Division, the terms of the final judgment, as well as the Release of Claims set forth in this Agreement, will nevertheless be binding upon that Aggrieved Employee and the State of California with respect to that Aggrieved Employee. All payments made to Aggrieved Employees (including any Individual Release Payment to the named Plaintiff) shall, if required by applicable state and/or federal law, be reported on a federal form 1099 that shall be provided to the individual Aggrieved Employees. Aggrieved Employees are responsible for correctly characterizing this compensation for tax purposes and paying any taxes owing on said amounts.

17. Release of Claims for Aggrieved Employees and the State of California: Upon issuance of the Court's Approval Judgment and Order, Plaintiff, all Aggrieved Employees, and the State of California shall fully release and forever discharge any and all claims against the Released Parties arising during the Settlement Period for civil penalties under PAGA that were alleged or could have been alleged in the Action and/or the PAGA Notice ("Released Claims"). The Released Claims include but are not limited to claims for PAGA penalties for alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and 2802, as well as all applicable Industrial Welfare Commission Wage Orders (as codified in the California Code of Regulations), and claims for attorneys' fees, costs, or interest resulting therefrom. "Released Parties" shall mean BFI Harvesting, Inc., Babe Farms, and Babe Farms Specialties, Inc. and each of their respective past and present related entities, parents, subsidiaries, predecessors, successors, assigns, owners, officers, directors, employees, agents, trustees, affiliated entities, attorneys or legal representatives, insurers, fiduciaries, beneficiaries, partners, and/or any other entity or individual that could be liable for the acts or omissions of Defendants in relation to the Released Claims. Upon issuance of the Court's Approval Judgment and Order, Plaintiff, all Aggrieved Employees, and the State of California will be forever barred from pursuing against Defendants and the Released Parties any and all claims for PAGA civil penalties under the Labor Code, the Industrial Welfare Commission's wage orders, and/or other provisions of law that were alleged or that could have been alleged in the Action and/or the PAGA Notice with respect to the Aggrieved Employees.

18. Release of Claims by Plaintiff: Upon issuance of the court's approval order and judgment, and effective on the date when Defendants fully fund the Maximum Settlement Amount, Plaintiff and his spouse, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally and fully release and forever discharge Defendants and the Released Parties from all claims, complaints, costs, damages, demands, expenses, and liabilities of any nature and under any legal theory of liability whatsoever, arising from or relating to any transaction or occurrence, including, but not limited to all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and, as agent and proxy of the State of California, all PAGA claims that were, or reasonably

could have been, alleged based on facts contained in the Operative Complaint or Plaintiff's PAGA Notice (collectively "Plaintiff's Released Claims"). Plaintiff's Released Claims do not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. 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 Released Claims shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

19. Plaintiff's Waiver of Rights Under California Civil Code Section 1542: Included in Plaintiff's Released Claims, 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."

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

21. Tax Liability: Defendants, Defendants' Counsel and Plaintiff's Counsel make no representations as to the tax treatment or legal effect of the payments called for hereunder, and the Aggrieved Employees shall not rely on any statement or representation by Defendants or Plaintiff's Counsel in this regard. The Aggrieved Employees, including Plaintiff, are advised that they will be solely responsible for the payment of their portion of any taxes and penalties assessed on the payments

described herein and will defend, indemnify, and hold Defendants and the Released Parties free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

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

23. Nullification of Settlement Agreement: If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement other than a change to the Maximum Settlement Amount as specified in Paragraph 4, the Parties will expeditiously work together, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. In the event that (i) the Court does not approve the Settlement as provided herein and following modification subject to this Paragraph, or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions before the Settlement was executed.

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

25. Preclusive Effect of Settlement Agreement and Approval: The terms of this Agreement, the approval order, and the judgment are binding on Plaintiff, the State of California, and all Aggrieved Employees, as well as their respective heirs, executors and administrators, successors and assigns, and any other persons or entities acting on their behalf, and those terms shall have res judicata, collateral-estoppel, and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings constitute Released Claims as set forth in the Agreement. Notwithstanding any other provision in this Agreement, this Agreement, the approval order, and the judgment in the Action may be filed in any action against or by Defendants or the Released Parties to support a defense of res judicata, collateral

estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

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

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

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

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

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

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

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

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

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

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

36. Enforcement Action: In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert-witness fees incurred in connection with any such enforcement actions.

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

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

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

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

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

42. Confidentiality: Plaintiff and his counsel shall not publish, post or report anything regarding the claims of Plaintiff, the Aggrieved Employees, or the Settlement on their website, shall not contact any reporters or media regarding the Settlement, and shall not advertise about it in any forum.

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

interpretation, implementation, or enforcement of the Settlement or any orders or judgments entered into in connection therewith.

[Signatures to Follow]

PLAINTIFF RAMIRO FIGUEROA-VILLANUEVA

05 / 22 / 2025
Dated: _____



DEFENDANT BFI HARVESTING, INC.

Dated: _____

By: _____
Authorized Signatory

DEFENDANT BABE FARMS

Dated: _____

By: _____
Authorized Signatory

DEFENDANT BABE FARMS SPECIALTIES, INC.

Dated: _____

By: _____
Authorized Signatory

interpretation, implementation, or enforcement of the Settlement or any orders or judgments entered into in connection therewith.

[Signatures to Follow]

PLAINTIFF RAMIRO FIGUEROA-VILLANUEVA

Dated: _____

DEFENDANT BFI HARVESTING, INC.

Dated: 5/30/2025

By: Jeff S. Lundberg
Authorized Signatory

DEFENDANT BABE FARMS

Dated: 5/30/2025

By: Jeff S. Lundberg
Authorized Signatory

DEFENDANT BABE FARMS SPECIALTIES, INC.

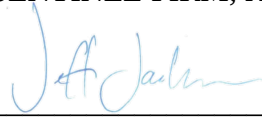
Dated: 5/30/2025

By: Jeff S. Lundberg
Authorized Signatory

APPROVED AS TO FORM:

THE SENTINEL FIRM, APC

Dated: May 22, 2025

By: _____

Seung Yang

Tiffany Hyun

Jeffrey Jackson

Attorneys for Plaintiff

RAMIRO FIGUEROA-VILLANUEVA

MULLEN & HENZELL L.L.P.

Dated: June 6, 2025

By: _____

Rafael Gonzalez

Attorney for Defendants

BFI HARVESTING, INC., BABE FARMS, AND

BABE FARMS SPECIALTIES, INC.

EXHIBIT A

<<DATE>>

(TO BE TRANSLATED INTO SPANISH BY THE ADMINISTRATOR)

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

<<ADDRESS>>

**Re: Payment from Ramiro Figueroa-Villanueva v. BFI Harvesting, Inc., et al.
Santa Barbara County Superior Court, Case No. 24CV04300**

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

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Ramiro Figueroa-Villanueva v. BFI Harvesting, Inc., et al.*, Santa Barbara County Superior Court, Case No. 24CV04300 (“PAGA Action”).

The PAGA Action was filed against BFI Harvesting, Inc., Babe Farms, and Babe Farms Specialties, Inc. (“Defendants”) under the California Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* (“PAGA”). The PAGA Action was brought by a former employee of Defendants, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the PAGA Action was brought.

The Plaintiff in the PAGA Action claims that Defendants owe civil penalties under PAGA for alleged violations of the California Labor Code. Defendants dispute all of the allegations in the PAGA Action (including but not limited to joint employer allegations) and deny that they engaged in any of the alleged misconduct. In agreeing to enter into this Settlement, Defendants do not admit that they are liable in any way to current or former employees for any violations of the California Labor Code, or for any penalties, and have denied and disputed all of the contentions in the PAGA Action.

The Court has not decided the merits of the claims or defenses, but it has approved the settlement of the representative PAGA claims that the Parties reached. This Settlement covers all current and former hourly and/or piece-rate harvesting employees of BFI Harvesting, Inc. who were employed in California at any time from July 3, 2023 through June 1, 2025 (“Aggrieved Employees”). A portion of the civil-penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency (“LWDA”). Another portion of the civil-penalty settlement amount goes to the Aggrieved Employees.

Pursuant to the Settlement, enclosed is a check for your share of the civil penalties. This check will remain valid for 180 calendar days from the date of issuance. Please note that no deductions or withholdings have been made from your settlement payment, and that you are responsible for any tax consequences arising from your receipt of the same (for which an IRS Form 1099 may be issued). If you do not cash your check within 180 calendar days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller, to be

deposited in the Unclaimed Property Fund in your name. If you are still employed by Defendants, your decision to cash the check will not affect your employment in any way.

While you were not a party to the PAGA Action, you and the State of California are bound by the judgment that has been approved by the Court, including the release contained in the Settlement. The release includes all claims for civil penalties under PAGA that were alleged or could have been alleged in the PAGA Action or in the PAGA Notice submitted to the LWDA in connection with the PAGA Action, including any such claims for attorneys' fees, costs, or interest, for the time period covering July 3, 2023 through June 1, 2025.

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

4903-7493-8673, v. 1