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10 Attorneys for Plaintiff Sergio Cortes Lara, individually and on behalf of all similarly situated
11 individuals and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF FRESNO**

14 SERGIO CORTES LARA, individually and
on behalf of all “aggrieved employees”
15 pursuant to Labor Code § 2698 *et seq.*,

16 Plaintiff,

17 v.

18 KMV FARM LABOR INC., a California
corporation, and DOES 1 through 10,
19 inclusive,

20 Defendants.
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CASE NO: 25CECG00508

Assigned to the Hon. D. Tyler Tharpe, Dept. 501

**DECLARATION OF DANIEL F. GAINES
IN SUPPORT OF REQUEST FOR
DISMISSAL OF REPRESENTATIVE
ACTION**

[Filed Concurrently: Request for Dismissal]

Complaint Filed: January 30, 2025

1 I, Daniel F. Gaines, declare as follows:

2 1. I am an attorney duly admitted to practice law in the State of California and I am a
3 managing shareholder at Gaines & Gaines, APLC, counsel of record for Plaintiff Sergio Cortes Lara
4 (“Plaintiff”) in this matter. The matters set forth herein are of my own personal knowledge, and if
5 sworn as a witness, I could and would testify competently thereto.

6 2. On January 30, 2025, Plaintiff filed the instant Action seeking penalties on a
7 representative basis on behalf of himself and other aggrieved employees for Defendant KMV FARM
8 LABOR INC.’s (“Defendant”) alleged violations of California Labor Code and the Private Attorneys
9 General Act of 2004 (“PAGA”), codified at § 2698, *et seq.*, by allegedly misclassifying certain
10 employees as independent contractors and failing to pay all wages due, provide meal and rest periods,
11 or compensation in lieu thereof, issue complete and accurate wage statements, and pay all wages due
12 at separation of employment.

13 3. Following numerous conversations with Defendant’s counsel and a financial analysis
14 prepared by a third-party neutral, my office has ascertained that Defendant is having financial
15 hardship and does not have the financial ability to defend and pay for a PAGA-wide settlement. Its
16 operations have shut down. Furthermore, liability is disputed. This determination is based on
17 information provided by Defendant’s counsel through discussions in this matter.

18 4. The Parties have negotiated a settlement of Plaintiff’s individual claims only, and the
19 PAGA claims will be dismissed without prejudice. A true and correct copy of the Confidential
20 Settlement Agreement and Release of all Claims (the “Settlement”) is attached hereto as **Exhibit A**.

21 5. The settlement of this Action does not provide for any consideration to any aggrieved
22 employees in the Action nor does it provide for the waiver, settlement, or release of any PAGA claims
23 asserted on behalf of any aggrieved employees in the Action. Further, the settlement does not
24 contemplate the waiver of any claims by anyone other than Plaintiff and does not provide for the
25 waiver of PAGA claims asserted on behalf of any employee or the State, such that there is no
26 allocation of civil penalties in the Settlement.

6. Plaintiff, therefore, requests that the Court enter a dismissal of this action ***with prejudice*** as to Plaintiff's individual claims and dismissal ***without prejudice*** of the representative action claims, pursuant to the request submitted concurrently herewith.

7. Concurrent with the filing of this declaration and the request for dismissal, my office has submitted the Settlement to the LWDA in compliance with Labor Code section 2699(1)(2). A true and correct copy of the submission confirmation email is attached hereto as **Exhibit B**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and was executed on May 16, 2025 at Westlake Village, California.

Daniel F. Gaines
DANIEL F. GAINES

EXHIBIT A

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Confidential Settlement Agreement and Release of all Claims (hereinafter “Agreement”) is made and entered into by Sergio Cortes Lara (“Plaintiff”), on the one hand, and KMV Farm Labor Inc. (“Defendant” or the “Company”) on the other hand.

WHEREAS, on or about January 30, 2025, Plaintiff filed a Representative Action Complaint in the Superior Court of California for the County of Fresno (the “Court”), titled *Sergio Cortes Lara v. KMV Farm Labor Inc.*, purportedly alleging a single cause of action pursuant to Labor Code section 2698 *et seq.* alleging violations of California Labor Code sections: 201, 202, 226(a), 226.7, 510, 512, 1194, and pursuant to Labor Code section 2699(a) for violations of Labor Code sections 226.3, 226.8, and 558 (the “Complaint”);

WHEREAS, on November 21, 2024, Plaintiff filed a notice with the California Labor and Workforce Development Agency (“LWDA”) alleging violations of the Labor Code alleged to have occurred during Plaintiff’s employment with Defendant on behalf of Plaintiff and other purported aggrieved employees (“PAGA Notice”).

WHEREAS, the Company denies any wrongdoing or unlawful actions and/or liability whatsoever and specifically disclaims any liability on the part of itself or any past or present officer, manager, agent, employee, or representative;

WHEREAS, the Company and Plaintiff (collectively “the Parties,” or any individually as a “Party”) agree that there is a *bona fide* dispute as to whether Plaintiff is entitled to any of the penalties and damages Plaintiff seeks to collect by virtue of the Complaint;

AND, the Parties now wish to formally and finally document the amicable resolution of this dispute:

NOW, THEREFORE in consideration of the promises set forth below, the Parties agree as follows:

1. **Payment to Plaintiff.** In consideration for Plaintiff’s execution of this Agreement and the Parties’ full and complete compliance with all covenants and promises herein, the Company shall pay the gross settlement amount of Twenty Thousand Dollars (\$20,000.00) with payments made as set forth and allocated in Paragraph 1(a), below (the “Settlement Payment”). Payment shall be made as specified below provided that Counsel for the Company receives all of the following: (i) the original of this Agreement executed by Plaintiff (DocuSign acceptable); and (ii) other information more fully described in Section 1(d) of this Paragraph. The Settlement Payment will be paid as follows:

(a) Defendant shall fund the settlement amount based on the following schedule.

1. The Settlement Payment shall be in the gross amount of Twenty Thousand Dollars (\$20,000.00) to "Gaines & Gaines, APLC Client Trust Account" to be reported on Form 1099 for the same year that the amount is paid, and shall be delivered within ten (10) days of notice of the entry of dismissal of Plaintiff's individual PAGA claims with prejudice and the PAGA representative claims without prejudice.

The checks shall be mailed to Plaintiff's counsel at Gaines & Gaines, APLC, 4550 E. Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362, attention Daniel Gaines via FedEx Overnight delivery with delivery receipt required.

(b) Plaintiff agrees that the sum being paid under Paragraph 1(a) above may be taxable to Plaintiff. Plaintiff agrees to pay federal and state taxes, if any, which are required by law to be paid with respect to these payments. Plaintiff further agrees to indemnify and hold the Company harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental entity against the Company for any amounts claimed due on account of this Agreement or pursuant to claims made under any federal or state tax laws, and any costs, expenses or damages sustained by the Company by reason of any such claims, including any amounts paid by the Company as taxes, attorneys' fees, deficiencies, levies, assessments, fines, penalties, interest or otherwise.

(c) Plaintiff agrees that the payment set forth in Paragraph 1(a) shall constitute the entire consideration provided to Plaintiff under this Agreement and that Plaintiff will not seek any further compensation for any other claim, damage, costs or attorneys' fees in connection with the matters encompassed in this Agreement, or in connection with Plaintiff employment with the Company and any of the claims asserted, or which could have been asserted, against the Company in the Complaint.

(d) There will be no obligation to make the Settlement Payment referred to in Paragraph 1(a) above, until the following has occurred:

- i. Plaintiff fully executes this Agreement and returns the executed documents to the Company's Counsel, Gerardo Hernandez, at Littler Mendelson, 5200 N. Palm Ave., Suite 302, Fresno, California 93704 or via email to ghernandez@littler.com;

- ii. Plaintiff fully executes the ADEA waiver attached hereto as Exhibit "A" and returns the executed documents to the Company's Counsel, Gerardo Hernandez, at Littler Mendelson, 5200 N. Palm Ave., Suite 302, Fresno, CA 93704 or via email to ghernandez@littler.com;

- iii. Plaintiff's Counsel provides a form W-9 for Plaintiff's Counsel to the Company's Counsel, Gerardo Hernandez, at Littler Mendelson, 5200 N. Palm Ave., Suite 302, Fresno, California 93704 or via email to ghernandez@littler.com.

2. **Release.** Plaintiff and Plaintiff's heirs, executors, beneficiaries, successors, assignees, immediate family members, and any other person or entity who could now or hereafter

assert a claim in Plaintiff's name or on Plaintiff's behalf, hereby release and forever discharge the Company and the Company's subsidiaries, officers, directors, members, partners, owners, shareholders, employees, former employees, agents, servants, attorneys, insurers and reinsurers, assigns, affiliates, independent contractors, volunteers, predecessors, successors, related legal entities, parent companies and organizations, insurers, clients, joint employers and any and all other persons, firms and corporations in which they may have an interest (including without limitation, KMV Ag, Inc.) (collectively the "Released Parties"), from any and all past, present, or future claims, lawsuits, demands, actions, or causes of actions (collectively "Claims"), which Plaintiff now has, owns, or holds, or claims to have, own, or hold or which each at any time heretofore had owned or held, or claimed to have had, owned, or held, up to the date of execution of this Agreement. Plaintiff acknowledges that Plaintiff has received all compensation due to Plaintiff as a result of services performed for the Company through the effective date of this Agreement and has reported to the Company any and all work-related injuries incurred by Plaintiff during Plaintiff's employment by the Company. The scope of what Plaintiff releases in this Agreement includes, but is not limited to, a full general release of any and all Claims or potential Claims that Plaintiff may have against the Company and/or against any of the other Released Parties, for any and all injunctive relief, declaratory relief, physical injury stemming from emotional distress, personal injury stemming from emotional distress, and injury of any and all other kinds, and/or any and all other kinds of alleged damages, or other monetary obligation, or obligation of any other sort, including but not limited to, any and all compensatory damages, emotional distress damages, punitive damages, costs, attorneys' fees, and any and all other kinds of damages that are based in whole or in part on any act or omission occurring before this Agreement becomes effective. Plaintiff further agrees to relinquish any and all standing to serve as a representative for claims made pursuant to the Private Attorney General Act and Labor Code Sections 2698-2699.8. The foregoing notwithstanding, nothing contained herein shall constitute a release of any rights or claims that cannot be waived as a matter of law, including, without limitation, any rights or entitlements under California or other law which Plaintiff may have to indemnification arising out of, relating to, or as a result of the performance of duties as an employee of the Company, for workers' compensation indemnity benefits under California's Workers' Compensation Act, or for unemployment or State Disability Insurance ("SDI") benefits under the California Unemployment Insurance Code.

3. **Waiver of Section 1542.** Plaintiff expressly waives all claims, known or unknown, and expressly waives any rights under California Civil Code section 1542 which provides as follows:

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

4. **Confidentiality.** Strict confidentiality is a material term of this Agreement. Accordingly, Plaintiff agrees as follows:

(a) Plaintiff shall not affirmatively contact the press or other media or call a

press conference to announce the settlement, nor shall Plaintiff issue a press release or other written statement to the press or other media to announce the settlement.

(b) Plaintiff shall not disclose or cause to be disclosed to anyone the terms or conditions of this Agreement or the discussions and allegations leading to this Agreement, including, but not limited to any discussions or allegations regarding the Company's practices.

(c) If Plaintiff is asked about the dispute, Plaintiff will reply only that "The matter has been resolved" or with substantially equivalent phrasing that does not reveal the terms or conditions of the Agreement.

(d) Notwithstanding the above, Plaintiff may disclose the terms of the Agreement to Plaintiff's attorneys, to tax advisors, to governmental taxing bodies, or to Plaintiff's therapists and/or spouse on further condition that Plaintiff advise such individuals in advance of disclosure that the terms and conditions of the Agreement and the discussions leading to them are strictly confidential and obtain the assurance of such individuals that strict confidentiality will be observed.

(e) Notwithstanding the above, nothing in this Agreement prohibits the disclosure of factual information regarding alleged sexual assault, sexual harassment, workplace harassment or discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, veteran or military status of any person, or any other protected characteristic under California law, failure to prevent such discrimination or harassment in the workplace, or retaliation for reporting such harassment or discrimination in the workplace. Nothing in this Agreement shall be read to waive Plaintiff's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment by the Company or by the Company's agents or employees, when Plaintiff has been required or requested to attend the proceeding pursuant to court order, subpoena, or written request from an administrative agency or the legislature.

(f) Plaintiff may disclose the terms of this Agreement pursuant to lawful process or as otherwise be required by law provided that, in the event that Plaintiff is served with any process seeking disclosure of the terms and conditions of this Agreement, Plaintiff will advise the Company in advance of such disclosure to allow the other party to seek appropriate relief.

(g) Plaintiff agrees that Plaintiff shall not disclose the amount of the Settlement Payment.

(h) Notwithstanding the foregoing, Plaintiff shall submit this Agreement to the Court and to the LWDA in connection with the request to dismiss the Action.

5. **Non-Disparagement.** Plaintiff agrees that Plaintiff shall make no maliciously false statements about the Company, the Company's performance, or conduct to any third person or entity, unless compelled to do so by law.

6. **No Admission of Liability.** The Parties acknowledge that this Agreement is a compromise of all disputed claims and that nothing in this Agreement constitutes or will be treated by any Party as an admission of liability or wrongdoing. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their heirs, beneficiaries, administrators, representatives, executors, successors and assignees.

7. **Age Discrimination in Employment Act and Older Worker's Benefit Protection Act Release.** Plaintiff understands and agrees that included among the released Claims are all claims or rights Plaintiff may have as of the date Plaintiff signs this Agreement under the Age Discrimination in Employment Act ("ADEA"), and Plaintiff further understands and agrees that Plaintiff:

- (a) has reviewed all aspects of this Agreement;
- (b) has carefully read and fully understands all the provision of this Agreement;
- (c) understands that in agreeing to this document, Plaintiff is releasing the Company from any and all claims Plaintiff may have against the Company and its successors, assigns, agents, attorneys, and insurance carriers;
- (d) knowingly and voluntarily agrees to all the terms set forth in this Agreement;
- (e) was advised and hereby is advised in writing to consider the terms of this Agreement and consult with attorneys of Plaintiff's choice prior to executing this Agreement;
- (f) has up to twenty-one (21) days within which to consider this Agreement before executing it;
- (g) has a full seven (7) days following the execution of this Agreement to revoke the Agreement, and has been and hereby is advised in writing that this Agreement shall not become effective or enforceable until the revocation period has expired;
- (h) acknowledges that Plaintiff is receiving consideration from the Company to which Plaintiff is otherwise not entitled; and
- (i) understands that rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, *et seq.*) that may arise after the date of this Agreement is executed are not waived.

The calendar day on which Counsel for the Company is in possession of both of the following shall be the Effective Date of this Agreement, unless Plaintiff revokes this Agreement prior to that date: (1) Plaintiff's executed copy of this Agreement; and (2) Plaintiff's executed ADEA waiver attached hereto as Exhibit "A." This Agreement shall not become effective, and the Company shall have no obligation to perform under this Agreement, if Plaintiff revokes the Agreement pursuant to Paragraph 7(g) of this Agreement.

9. **Right to Engage in Protected Activity.** Nothing in this Release, including but not

limited to the acknowledgements, release of claims, the promise not to sue, the confidentiality, non-disparagement, and the return of property provisions (a) limits or affects Plaintiff's right to disclose or discuss sexual harassment or sexual assault disputes; (b) limits or affects Plaintiff's right to challenge the validity of this Release under the ADEA or the OWBPA; (c) prevents Plaintiff from communicating with, filing a charge or complaint with, providing documents or information voluntarily or in response to a subpoena or other information request to, or from participating in an investigation or proceeding conducted by, the Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and Exchange Commission, law enforcement, or any other any federal, state or local agency charged with the enforcement of any laws; or from testifying, providing evidence, or responding to a subpoena or discovery request in court litigation or arbitration; (d) prevents a non-management, non-supervisory employees from engaging in protected concerted activity under section 7 of the NLRA or similar state law such as joining, assisting, or forming a union, bargaining, picketing, striking, or participating in other activity for mutual aid or protection, or refusing to do so; this includes using or disclosing information acquired through lawful means regarding wages, hours, benefits, or other terms and conditions of employment, except where the information was entrusted to the employee in confidence by the Company as part of the employee's job duties. However, by signing this Agreement, Plaintiff is waiving any right to recover any individual relief (including any backpay, frontpay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by Plaintiff or on Plaintiff's behalf by any third party, except for any right Plaintiff may have to receive a payment or award from a government agency (and not the Company) for information provided to the government agency or where otherwise prohibited.

10. **Attorneys' Fees and Costs.** Each party to this Agreement acknowledges that each shall bear its own attorneys' fees and costs.

11. **Governing Law.** This Agreement shall be governed and will be construed in accordance with the laws of the State of California. The terms of this Agreement are contractual and not a mere recital.

12. **Entire Agreement and Severability.** This Agreement sets forth the entire agreement and understanding between the Parties on the subject matter hereof, and supersedes all prior discussions and negotiations between them. This Agreement may be amended, modified, or supplemented only by a written instrument executed by the Parties. Should any of the provisions of this Agreement be declared or be determined by any court to be illegal, void, invalid, or unenforceable by a court of competent jurisdiction, the validity of the remaining parts, terms or provisions shall not be affected, and the illegal or invalid part, term or provision shall not be deemed a part of this Agreement. It is the intention of the Parties that if any term or provision of this Agreement is capable of two constructions, one of which would render the term or provision valid, then the term or provision shall have the meaning that renders it valid.

13. **Consultation with Counsel.** Each Party acknowledges representation by counsel throughout all negotiations which preceded the execution of this Agreement and that this Agreement is executed with the consent and upon the advice of counsel. Each Party acknowledges that no person or entity, including but not limited to a party or agent or attorney of any Party, had made any promise, representation, or warranty, express or implied, not contained in this

Agreement to induce the other party to execute this Agreement. Each Party has read this Agreement, accepts and agrees to the provisions it contains, and hereby executes it voluntarily with full understanding of its consequences. It is agreed that for purposes of interpreting the meaning of this Agreement, the Agreement should be deemed to have been jointly and mutually prepared in its entirety by all Parties.

14. **Breach of Agreement.** In the event that any Party breaches any portion of this Agreement, the prevailing Party in an action to enforce this Agreement may recover from the other Party the prevailing Party's attorneys' fees and costs.

15. **Counterparts.** This Agreement may be executed in separate counterparts, and by facsimile, and each such counterpart shall be deemed an original with the same effect as if all Parties had signed the same document.

16. **C.C.P. § 664.6.** The Court shall retain jurisdiction to enforce this Agreement; this Agreement shall be binding upon each of the Parties hereto and is admissible into evidence to enforce its terms pursuant to Section 664.6 of the California Code of Civil Procedure and any equivalent federal law.

17. **Further Assurances.** The Parties each agree to make, execute, and deliver such other documents, and to undertake such other and further acts as may be reasonably necessary to carry out the intent of this Agreement

18. **Construction.** Headings are used herein for convenience only and shall have no force or effect in the interpretation or construction of this Agreement. As used in this Agreement, the singular shall include the plural, the masculine, the feminine and neuter genders. The above-stated Recitals are incorporated into this Agreement by this reference.

19. **Waiver/Invalid Provision.** Should any term, clause or provision of this Agreement be found to be waived or invalid, the validity of the remaining terms, clauses and provisions shall not be affected.

20. **Fair Reading.** This Agreement is a result of the negotiations between the parties, and will not be construed strictly against or in favor of any Party hereto. The Parties intend that this Agreement will be given a fair reading and reasonable construction in accordance with the intentions of the Parties and without regard to, or aid of Section 1654 of the California Civil Code.

21. **Authority to Execute Agreement.** Plaintiff represents and warrants that Plaintiff has the sole right and exclusive authority to execute this Agreement on Plaintiff's behalf, that Plaintiff understands the nature, quality and effect of signing this Agreement and that Plaintiff has not sold, assigned, transferred or conveyed or otherwise dispensed of any claim or demand relating to Plaintiff's relationship with the Company, or any other matter covered by this Agreement. The parties and their counsel further agree and consent to the use of electronic signatures under Civil Code sec. 1633, et seq. ("CUETA") in this Release of All Claims.

22. **No Further Action.** Aside from the Complaint and the related PAGA notice, Plaintiff represents that Plaintiff has not filed any other pending complaints, claims, lawsuits, or

actions against the Company, or the Company's officers, board of directors, agents, supervisors, employees, attorneys or representatives, insurers, or related or affiliated companies or entities with any state, federal, or local agency, court, or any other forum, alleging any claim, liability, or cause of action against the Company arising out of the relationship between the Parties based upon facts known or unknown which may have occurred prior to the date of this Agreement. Plaintiff agrees that Plaintiff will not do so at any time hereafter, and that if any agency or court assumes or maintains jurisdiction of any complaint, claim, lawsuit, or action against the Company or any of the Company's affiliated companies or entities or any of their officers, board or directors, committees, members, agents, supervisors, employees, attorneys, insurers, or representatives on behalf of Plaintiff, Plaintiff will direct that agency or court to withdraw from or dismiss the matter with prejudice.

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

24. **Successors.** This Agreement shall inure to the benefit of each Party hereto, its predecessors, successors, subsidiaries, affiliates, representatives, assigns, agents, officers, directors, employees and personal representatives, past, present and future.

25. **Medicare and Social Security.** This settlement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have attempted to resolve this matter in compliance with both state and federal law, and it is believed that the settlement terms adequately consider and protect Medicare's interest and do not reflect any attempt to the Company responsibility of past or future medical treatment to Medicare in contravention of 42 U.S.C. § 1395y(b).

The Parties acknowledge and understand that any present or future action or decision by the Centers for Medicare & Medicaid Services ("CMS") on this settlement, or Plaintiff's eligibility or entitlement to Medicare or Medicare benefits, will not render this release void or ineffective, or in any way affect the finality of this liability settlement.

Plaintiff represents and warrants that Plaintiff is not currently a Medicare beneficiary nor within thirty (30) months of becoming a Medicare beneficiary; is not 65 years of age or older; is not suffering from end stage renal failure or amyotrophic lateral sclerosis; has not received Social Security benefits for 24 months or longer; and has not applied for Social Security benefits, and/or has not been denied Social Security disability benefits and appealing the denial.

Because the Plaintiff is not a Medicare beneficiary as of the date of this release, no conditional payments have been made by Medicare.

Further, because Plaintiff is not expected to become a Medicare beneficiary within thirty (30) months from the date of this release, no funds have been allocated for future incident-related

medical treatments.

In the event that any of the above information provided by Plaintiff is false or in any way incorrect, Plaintiff shall be liable for any and all actions, causes of actions, penalties, claims, costs, services, compensation or the like resulting from these inaccuracies. Plaintiff acknowledges that Medicare may require Plaintiff to exhaust the entire settlement proceeds on future Medicare-covered incident-related medical expenses should Plaintiff become a Medicare beneficiary within thirty (30) months from the date of this release.

Plaintiff specifically waives any claims for damages against Defendant, including a private cause of action provided in 42 U.S.C. § 1395y(b)(3)(A), should Medicare deny coverage for any reason, including the failure to establish a set aside allocation of the settlement proceeds to protect Medicare's interest. Plaintiff, and in accord with this release, agrees that any and all applicable medical and other liens related to this claim or lawsuit are to be paid out of the settlement proceeds, and that Medicare conditional payments and any other liens related to this claim or lawsuit are to be paid out of the settlement proceeds, and that Medicare conditional payments and any other lien claims are the sole responsibility of Plaintiff, with nothing further to be sought from Defendant. In the event that this information is false or in any way incorrect, Plaintiff expressly warrants and agrees that said Medical conditional payments and liens will be Plaintiff's sole responsibility and will be paid from these settlement proceeds with nothing further to be sought from Defendant.

Plaintiff agrees to fully indemnify, defend and hold Defendant harmless from any and all claims, liens and rights to payment, known or unknown, including but not limited to, penalties, Medicare conditional payments, liens, demands, and actions in law or equity arising out of the 42 U.S.C. § 1395y(b)(3)(A), including but not limited to, failure to satisfy all Medicare conditional payments or other liens and any action by CMS alleging that Medicare's interests were not considered in this settlement.

If any governmental entity, or anyone acting on behalf of any governmental entity, seeks damages including multiple damages from Defendant relating to payment by such governmental entity, or anyone acting on behalf of such governmental entity, relating to Plaintiff's alleged injuries, claims or lawsuit, Plaintiff will defend and indemnify Defendant, and hold Defendant harmless from any and all such damages, claims, Medicare conditional payments, liens, and rights to payment, including any attorneys' fees sought by such entities.

Plaintiff further agrees to waive any and all future actions pertaining only to Medicare against Defendant, including but not limited to, any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

26. **No Consideration for Class or Representative Claims.** The Parties acknowledge that this Settlement Agreement includes fair and reasonable consideration for the settlement of Plaintiff's individual claims. Plaintiff is entering this Settlement Agreement solely in an individual capacity, and not in any capacity as a class representative for other similarly-situated employees. All consideration under this Settlement Agreement provided to Plaintiff is for Plaintiff's release of individual claims against the Released Parties, as defined above. Plaintiff, having resolved all individual claims against the Released Parties, agrees that Plaintiff is no longer a suitable class

representative and agrees to not file or participate in any future class, representative, or PAGA actions against any Released Parties for any claims arising out of or in any way connected with Plaintiff's employment by Defendant and any and all transactions, occurrences, or matters between the Parties occurring prior to the date of this Settlement Agreement, unless otherwise required by law.

27. **Dismissal of Claims.** Within ten (10) calendar days after the execution of this Agreement, Plaintiff shall file a request for dismissal of Plaintiff's representative PAGA claims without prejudice, and Plaintiff's individual claims with prejudice, by the Court. Upon notice of the order dismissing the PAGA individual and representative claims, Defendant shall make the settlement payment per the schedule as outlined in section 1(a) above. Plaintiff agrees to do all things necessary to effectuate the complete dismissal of the entire Action.

28. **Neutral Reference.** Upon inquiry from any prospective employer, the Company shall provide only the following information regarding Plaintiff: (1) dates of employment; and (2) position(s) held. No additional information shall be provided unless required by law, subpoena, or legal process. The Company agrees that it will not affirmatively disclose any information regarding Plaintiff's separation or the underlying circumstances giving rise to this Agreement.

IN WITNESS THEREOF, the Parties have executed this Agreement by their signatures below.

By: Sergio Cortes
Sergio Cortes Lara

Dated: 05/06/2025

KMV Farm Labor Inc.

By: [Signature]
Its: Brenda Solis

Dated: 4/28/25

I confirm that I am competent to translate the above referenced documents into Spanish and attest that the Spanish language translation completed by me represents an accurate and correct interpretation of the termination of terminology and content of the source documents.

By: Sergio Cortes
[]

Dated: 05/06/2025

EXHIBIT "A"

WAIVER OF RIGHTS OR CLAIMS UNDER THE
AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967

May 6, 2025 Sergio Cortes Lara (hereinafter referred to as "Plaintiff") knowingly and voluntarily signed the Settlement Agreement and Release of All Claims (hereinafter referred to as "Agreement") on ~~April~~ May 6, 2025. Plaintiff agrees and acknowledges that Plaintiff has met with Plaintiff's attorney and understands that by signing this Agreement Plaintiff is waiving all rights, claims, or causes of action Plaintiff may have under the Age Discrimination In Employment Act of 1967 (29 U.S.C. § 621, *et seq.*) against the Parties signatory to this Agreement.

Plaintiff agrees and acknowledges that Plaintiff has had a full seven (7) days following the execution of the Agreement to revoke the Agreement and that Plaintiff has been advised in writing that this Agreement would not become effective or enforceable until the revocation period expires on May 13, 2025.

Plaintiff hereby acknowledges that the seven (7) day revocation period expired as of May 14, 2025, and Plaintiff is hereby knowingly and voluntarily waiving Plaintiff's right to revoke this Agreement.

Date: May 14, 2025

S e r g i o
C o r t e s

Sergio Cortes Lara

4882-8527-1718.1 / 108585-1002

EXHIBIT B