

Esparza Enterprises Inc.
Luis Esparza Services Inc.
LE Farm Management, Inc.

Benefit Plan Highlight Overview Effective January 1, 2022

	PLUS PLAN - EPO Plan Administered by Benefits Administration & Insurance Services, LLC			Buy Up MVP Plan* - PPO/RBP Plan Administered by EBSO Benefit Administrators	
	In-Network HealthSmart	In-Network Mexican Network	Out-of-Network	In-Network	Out-of-Network
CALENDAR YEAR DEDUCTIBLE					
Single	No Deductible	No Deductible		\$8,000	\$16,000
Family				\$16,000	\$32,000
Coinsurance (% plan pays)				100%	80%
CALENDAR YEAR OUT OF POCKET MAXIMUM <i>(Includes copays)</i>					
Single	\$5,000	\$5,000		\$8,550	\$16,400
Family	\$10,000	\$10,000		\$17,100	\$32,800
Lifetime Maximum Benefit	No Limit	No Limit		No Limit	No Limit
PHYSICIAN OFFICE SERVICES					
Office Visit (Illness/ Injury Related)	\$40 copay	\$5 copay	Not Covered	\$50 copay	50% Coinsurance
Specialist Office Visit	\$40 copay	\$10 copay		\$120 copay	50% Coinsurance
OUTPATIENT SERVICES					
Laboratory Outpatient/Professional Services	\$20 copay	20%, (3 test maximum)	Not Covered	30% after deductible	50% Coinsurance 30% Ancillary
X-rays and Diagnostic Imaging	\$40 copay	20%, (3 test maximum)		30% after deductible	50% Coinsurance 30% Ancillary
Advanced Imaging (CT/MRI/PET Scans)	Not Covered	Not Covered		30% after deductible	50% Coinsurance 30% Ancillary
PREVENTIVE SERVICES					
Adult Periodic Wellness Exams	No Cost	No Cost	Not Covered	No Copay	Not Covered
Well-Baby and Child Care	No Cost	No Cost		No Copay	Not Covered
EMERGENCY MEDICAL SERVICES					
Urgent Care Visits	\$40 copay	\$10 copay	Not Covered	\$100 copay	\$100 copay
Emergency Room Services	Not Covered	20%		\$500 Copay/ 30% Coinsurance	30% after deductible
HOSPITAL CARE					
Inpatient Hospital Services	Not Covered	\$100 copay, then 20% 2 day max.	Not Covered	30% after deductible	50% Coinsurance
Outpatient Surgery	Not Covered	20%, 1 surgery/year		30% after deductible	50% Coinsurance 30% Ancillary
PHARMACY					
Generic Copay	\$5 copay	\$10 copay	Not Covered	\$0 copay	\$0 copay
Preferred Brand Copay <i>(\$500 Annual Max.)</i>	\$40 copay	\$20 copay		Not Covered	Not Covered
Non-Preferred Brand Copay	Not Covered	\$30 copay		Not Covered	Not Covered

This is only a summary. If any discrepancy exists between these benefit highlights and the Plan Document, the Plan Document shall prevail.

*This plan requires a minimum participation of 5 lives. Hospital and surgical facilities charges are reimbursed on Reference Based Pricing (RBP).



Your Money. Your Future.

saver.calsavers.com

A simple, trusted way to save for retirement

CalSavers is California's new retirement savings program for workers in the private sector who do not currently have a way to save at work.

If your employer registered for CalSavers, enrollment is easy: you will be automatically enrolled within 30 days unless you choose to opt out. If you're self-employed or don't work for a CalSavers employer, you can enroll on your own and start saving today.¹



Contribute to a personal IRA (individual retirement account) that belongs to you.



Choose the savings rate and investment options that are right for you.



You keep your account even if you change jobs.



Participation is completely voluntary: you can opt out or opt back in at any time.²



It's time to get prepared for retirement

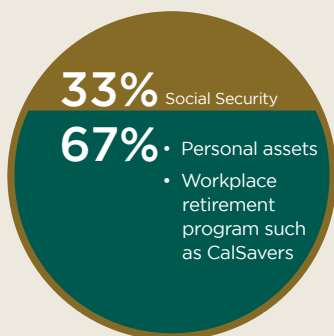
You work hard for your money, and it's time your money went to work for you.

For many of us, Social Security payments won't be enough when it comes time to retire.

Saving even a little now can potentially make a big difference later.

Did you know: Based on saving \$125 per month starting at age 24, you could possibly have a quarter million dollars at age 65?³

Where retirement income comes from, on average⁴



You control your account

- Stick with standard settings or choose your own.
- Select from a simple menu of investment options.
- Set automatic contributions from your bank account.
- Withdraw your contributions without penalty.
- Opt out or opt back in at any time.²

For more information

 saver.calsavers.com

 clientservices@calsavers.com

 (855) 650-6918

 Mon - Fri 8:00 a.m. - 8:00 p.m. PT

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Standard savings choices:

 **Your account will be a Roth IRA.** Contributions into a Roth IRA are made after-tax so you don't pay taxes on your contributions when you make a withdrawal. Any earnings on those contributions could be tax-free if you meet certain IRS criteria.

 **The standard contribution savings rate is set at 5%. However, you can change it at any time.** Unless you choose a different rate, your contributions will **automatically increase 1% annually** until it reaches a maximum of 8%.

 **Your initial contributions will be invested in the CalSavers Money Market Fund for 30 days. After this period, your existing savings and future contributions will be invested in a CalSavers Target Retirement Fund based on your age.** You can decide at any time whether to keep your investment in this fund or choose from a simple menu of other investment options, including an environmentally and socially conscious fund, a bond fund, or a global equity fund.

 **The only administrative charge for CalSavers** is in the form of an annual asset-based fee of approximately 0.825% to 0.95%, depending on your investment choice. This means **you will pay between \$0.83-\$0.95 per year for every \$100 in your account.** You will not get a bill. This cost is automatically taken out of your CalSavers balance on a regular basis to help pay for the administration of the program.

 **Getting started through your employer.** CalSavers is now open for employer registration and employee enrollment. If your employer does not offer a workplace retirement plan, they must register for CalSavers by certain deadlines. When an employer registers, they must submit their roster of eligible employees to CalSavers. Added employees will then receive a notification from CalSavers and will have 30 days to decide to customize their account, opt out of the program, or be automatically enrolled with the standard savings choices. Paycheck contributions will begin after this 30-day period.

 **Stay on top of your savings when and where it's convenient for you.** You can easily monitor and manage your account with confidence using the CalSavers app. Available for Apple and Android devices.

¹ To enroll in CalSavers, you must be 18 years of age or older and provide either a Social Security Number or Individual Tax Identification Number, your personal address, and some other basic information.

² If you opt out and have any savings, you can leave the money in your account, transfer or roll it over to another Roth IRA, or request a distribution. Keep in mind, requesting a distribution may result in taxes and penalties.

³ This hypothetical example is for illustrative purposes only—your individual results will vary. The example assumes an investment return of 6%.

⁴ Social Security Administration, Fast Facts & Figures about Social Security, 2017.

The CalSavers Retirement Savings Program ("CalSavers" or the "Program") is an automatic enrollment payroll deduction IRA overseen by the CalSavers Retirement Savings Board ("Board"). Ascensus College Savings Recordkeeping Services, LLC ("ACSR") is the program administrator. ACSR and its affiliates are responsible for day-to-day program operations. Participants saving through CalSavers beneficially own and have control over their IRAs, as provided in the Program Disclosure Booklet available at saver.calsavers.com. CalSavers is not sponsored by the employer, and therefore the employer is not responsible for the Program or liable as a Program sponsor. Employers are not permitted to endorse the Program or encourage or advise employees on whether to participate, how much (if any) to contribute or provide investment help.

CalSavers offers investment options selected by the Board. For more information on CalSavers' investment options go to saver.calsavers.com. Account balances in CalSavers will vary with market conditions. Investments in CalSavers are not guaranteed or insured by the Board, the State of California, the Federal Deposit Insurance Corporation, or any other organization.

CalSavers is a completely voluntary retirement program. Savers may opt out at any time or reduce or increase the amount of payroll contributions. If a saver opts out they can later opt back into CalSavers.

Saving through an IRA may not be appropriate for all individuals. Employer facilitation of CalSavers should not be considered an endorsement or recommendation by a participating employer, IRAs, or the investment options offered through CalSavers. IRAs are not exclusive to CalSavers and can be obtained outside of the Program and contributed to outside of payroll deduction. Contributing to a CalSavers IRA through payroll deduction may offer some tax benefits and consequences. However, not everyone is eligible to contribute to a Roth IRA and savers should consult a tax or financial advisor if they have questions related to taxes or investments. Employers do not provide financial advice and employees should not contact an employer for financial advice. Employers should refer all questions about the Program to CalSavers. Employers are not liable for decisions employees make pursuant to Section 100034 of the California Government Code.



LE FARM MANAGEMENT

MEAL PERIOD WAIVER

Non-exempt employees may not work more than a period of five hours without an uninterrupted, duty-free meal period of no less than thirty minutes, or a period of more than 10 hours without a second uninterrupted, duty-free meal period of no less than thirty minutes, unless the meal is waived as noted below.

Work period of more than 10 hours, but less than 12 hours: if the total work period of an employee is more than 10 hours, a second unpaid meal break of at least 30 minutes will be provided. If an employee works no more than 12 hours, non-exempt employees may waive the second meal period only if first meal break was not waived.

Work period of more than 12 hours: employees who work more than 12 hours cannot waive the second meal period, even if the first meal was taken.

I have been notified that I may request a meal period waiver for a single date or for the following meal period(s):

X Second Meal Period during all shifts of more than 10 hours, but less than 12 hours.

I acknowledge and understand that:

1. If I work more than 6 hours in any workday, I may NOT waive my first meal period.
2. If I work more than 10 hours, but less than 12 hours in any workday, I voluntarily consent and agree to waive my second meal period as long as I have taken my first meal period.
3. I may not waive my second meal period if I work more than 12 hours in any workday, even if I have already taken the first meal period.
4. This waiver will be in effect until revoked by me, in writing.
5. The company does not encourage, discourage, or solicit the waiver of a meal period.
6. I may revoke this waiver at any time.

My signature below confirms my understanding of the terms and conditions of this agreement and I voluntarily consent to waive my Second Meal Period as set forth above.

Employee Name

Date

Employee Signature

Employee Number



LE FARM MANAGEMENT

PAID SICK LEAVE POLICY

Qualifications: An employee qualifies for paid sick leave by working for an employer on or after January 1, 2015, and by satisfying a 90-day employment period before an employee can take any sick leave□

Accrual: Starting July 1, 2015, employees will **earn** one hour of paid sick leave for every 30 hours worked, up to a maximum of 6 full sick days, or 48 hours in a single year for (8 Hour shift work). An employee may not take more than 24 hours or three days (for 8 hour shift work). After 12 months any unused accrued sick leave will carry over to the next year but will have a cap at 48 hours (6 days) for (8 hour shift work).

Usage: You can take paid leave for you or a family member for preventive care or care of an existing health condition or for specified purposes if you are a victim of domestic violence, sexual assault, or stalking. Family members include the employee's parent, child, spouse, registered domestic partner, grandparent, grandchild, and sibling. Preventive care would include annual physicals or flu shots. For partial days you are required to take at least **two hours** of leave. To request sick leave, you must either:

- Submit the request in writing to your crew boss or supervisor before a scheduled appointment
- Verbally by phone to your crew boss or supervisor in the case of an emergency

Unused sick leave will be forfeited upon termination, unless an employee is rehired within 12 months of termination, in which case the amount of unused sick leave accrued at the time of termination will be reinstated.

**SEE BOTTOM OF PAYCHECK STUB FOR
SICK LEAVE HOURS ACCRUED AND AVAILABLE**



LE FARM MANAGEMENT

DRUG & ALCOHOL POLICY

DRUG USE AND ALCOHOL ABUSE

It is the policy of LE Farm Management (hereafter “The Company”) to prevent problems caused by drug use and alcohol abuse in the workplace, thereby, allowing us to maintain the high quality services provided to our clients; assist in protecting property; and assist in providing for the health, safety and security of our employees, the employees of our clients and the general public.

This policy applies to all applicants for employment, temporary employees, part-time employees and regular full-time employees. Each applicant for employment agrees to comply with this policy if he or she is employed by the Company. Each employee agrees to comply with this policy by his or her continued employment with the Company. However, nothing contained in this policy or elsewhere shall create an employment relationship for a fixed period of time or modify the existing “at will” relationship between the Company and each of its employees. Any employee has the right to voluntarily resign or quit his or her employment with the Company at any time, for any reason; and the Company reserves its right to terminate from employment any employee, at any time, with or without cause.

The Company reserves the right to interpret, implement and administer this policy in its sole discretion.

Prohibited Activities

1. The use, possession, transportation or sale of **ILLEGAL NARCOTICS, ILLEGAL DRUGS, CONTROLLED SUBSTANCES**, or drug paraphernalia by any employee while on The Company’s premises and or while on any job site of a client is prohibited. The only exception shall be for properly used drugs prescribed by a licensed physician as medication for use by the person possessing such substance, and only if such use does not impair the user’s ability to perform his or her job. It is the Employees duty to discuss with his/her licensed physician whether or not the drugs prescribed by the licensed physician may impede the users ability to perform his/her job and or whether or not the drugs prescribed may impede the users judgment needed to perform his/her job.
2. The **MISUSE OF ANY LEGAL DRUG** whether prescribed or over the counter is prohibited. Misuse includes, but is not limited to, use or possession of any drug for which an employee does not have a valid prescription, or use or possession of a prescribed drug in quantities greater than the amount prescribed. An employee who either operates or is subject to operating a Company motor vehicle, heavy equipment or equipment, or works at a site near a hazardous or dangerous situation. The employee must report to his or her supervisors prior to such work, if he or she is taking any prescribed drugs or over the counter medication. The employee must also furnish a statement from his or doctor or other qualified health care provider that the use of the prescribed drug or medication will not subject the employee or fellow employees to risk of injury.
3. The use, possession, transportation, or sale of **ALCOHOL or INTOXICATING** beverages while on duty, while on Company premises or in any Company vehicle, or while on any job site of a customer is prohibited.
4. **REPORTING TO WORK OR WORKING WHILE IMPAIRED** by use of alcohol, intoxicating beverages, illegal drugs, narcotics and or a controlled substance is prohibited. For purpose of this policy, the term “while impaired” shall include, but is not limited to, an employee reporting to work or working with alcohol, intoxicating beverages, illegal drugs, narcotics and or a controlled substance in his or her system to such an extent that the laboratory conducting a urinalysis and or blood test reports a positive test result for any such substance as discussed above in the policy.

5. **FAILURE TO COOPERATE** during searches, investigations and testing will result in definitive action by the Company, including the possibility of discipline or discharge. In order to accomplish the purpose of the policy, the Company reserves the right to carry out reasonable searches of individual employees and their personal effects when the employees are on Company premises or in any Company vehicle, while employees are on duty, or while employees are at a job site of a client. Personal effects of employees include, but are not limited to, clothes personal vehicles, baggage, lockers, toolboxes and lunch pails. Searches by the Company may be initiated without prior notice and conducted at times and locations as deemed appropriate by the Company. Employees may be requested to cooperate in "fit for duty" tests, urinalysis tests, and/or blood tests under the conditions and situations discussed above in this policy. Employees have the right to refuse being searched or having their personal effects searched or to cooperate in the requested searches or test; however, **refusal to permit such searches or to cooperate will result in termination from employment.**

Frequency of Urine and/or Blood Sampling

The Company reserves the right to require and/or blood sample in circumstances as determined appropriate in its sole discretion and to the extent legally permissible. These circumstances may include, but are not limited to the following:

1. All employees, when occupants (whether driver or passenger) in a Company vehicle involved in a vehicle accident, will provide a urine sample.
2. A urine and or blood test sample will be required of all employees involved in an on-the-job accident where there is an injury to an employee requiring medical care by a physician or hospital.
3. The Company will require urine and or blood test samples when it determines, in its sole discretion, that **reasonable suspicion**, other than the above conditions, exists and there is reasonable suspicion that an employee or employees are engaged in activities prohibited by this policy. Reasonable suspicion includes, but is not limited to, any one or more of the following circumstances:
 - a. Report of unsafe working conditions as a result of possible drug or alcohol use on Company premises, any work premises and/or prior to reporting to work.
 - b. Positive lab test reports of an employee tested by a client.
 - c. High individual accident experience, excessive absenteeism, observed erratic behavior or impairment and/or deteriorating job performance as determined by the Company.
 - d. An on-the-job accident or "near miss" which is unexplained and has suspicious circumstances, or where there was significant property damage, or the potential for significant property damage or serious personal injury, as determined by the Company.
 - e. A determination that further testing is necessary during the course of a "fit for duty" test consisting of observance and/or measurement of physiological responses or motor skills of an employee by trained personnel.
 - f. All Worker's Compensation reported claims.
4. Each new applicant for employment must undergo a drug and alcohol test and must pass each test with a negative finding.

Notwithstanding anything to the contrary herein, the Company reserves the right to not require any tests in any circumstances, including, but not limited to, personal injury, death or property damage involving third parties.

DISCIPLINARY ACTION FOR DRUG OR ALCOHOL ABUSE

Any employee determined by the Company to have engaged in any of the prohibited activities set forth in this policy, without an explanation satisfactory to the Company, will be subject to disciplinary action up to and may include immediate termination from employment.



LE FARM MANAGEMENT

ANTI HARASSMENT POLICY

Objective

LE Farm Management strives to create and maintain a work environment in which people are treated with dignity, decency, and respect. The environment of the company should be characterized by mutual trust and the absence of intimidation, oppression, and exploitation. LE Farm Management will not tolerate unlawful discrimination or harassment of any kind. Through enforcement of this policy and by education of employees, LE Farm Management will seek to prevent, correct, and discipline behavior that violates this policy.

All employees, regardless of their positions, are covered by and are expected to comply with this policy and to take appropriate measures to ensure that prohibited conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this policy. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination of employment.

Managers and supervisors who knowingly allow or tolerate discrimination, harassment or retaliation, including the failure to immediately report such misconduct to human resources (HR), are in violation of this policy and subject to discipline.

Prohibited Conduct Under This Policy

LE Farm Management, in compliance with all applicable federal, state and local anti-discrimination and harassment laws and regulations, enforces this policy in accordance with the following definitions and guidelines:

Discrimination

It is a violation of LE Farm Management's policy to discriminate in the provision of employment opportunities, benefits or privileges; to create discriminatory work conditions; or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, the person's race, color, national origin, age, religion, disability status, sex, sexual orientation, gender identity or expression, genetic information or marital status.

Discrimination of this kind may also be strictly prohibited by a variety of federal, state and local laws, including Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1967 and the Americans with Disabilities Act of 1990. This policy is intended to comply with the prohibitions stated in these anti-discrimination laws.

Discrimination in violation of this policy will be subject to disciplinary measures up to and including termination.

Harassment

LE Farm Management prohibits harassment of any kind, including sexual harassment, and will take appropriate and immediate action in response to complaints or knowledge of violations of this policy. For purposes of this policy, harassment is any verbal or physical conduct designed to threaten, intimidate, or coerce an employee, co-worker, or any person working for or on behalf of LE Farm Management.

The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal harassment includes comments that are offensive or unwelcome regarding a person's national origin, race, color, religion, age, sex, sexual orientation, pregnancy, appearance, disability, gender identity or expression, marital status or other protected status, including epithets, slurs and negative stereotyping.
- Nonverbal harassment includes distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, appearance, disability, sexual identity, marital status or other protected status.

Sexual harassment

Sexual harassment is a form of unlawful employment discrimination under Title VII of the Civil Rights Act of 1964 and is prohibited under LE Farm Management's anti-harassment policy. According to the Equal Employment Opportunity Commission (EEOC), sexual harassment is defined as "unwelcome sexual advances, requests for

sexual favors, and other verbal or physical conduct of a sexual nature ... when ... submission to or rejection of such conduct is used as the basis for employment decisions ... or such conduct has the purpose or effect of ... creating an intimidating, hostile or offensive working environment."

Sexual harassment occurs when unsolicited and unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature:

- Is made explicitly or implicitly a term or condition of employment.
- Is used as a basis for an employment decision.
- Unreasonably interferes with an employee's work performance or creates an intimidating, hostile or otherwise offensive environment.

Sexual harassment may take different forms. The following examples of sexual harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal sexual harassment includes innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks and threats; requests for any type of sexual favor (this includes repeated, unwelcome requests for dates); and verbal abuse or "kidding" that is oriented toward a prohibitive form of harassment, including that which is sexual in nature and unwelcome.
- Nonverbal sexual harassment includes the distribution, display or discussion of any written or graphic material, including calendars, posters and cartoons that are sexually suggestive or show hostility toward an individual or group because of sex; suggestive or insulting sounds; leering; staring; whistling; obscene gestures; content in letters, notes, facsimiles, e-mails, photos, text messages, tweets and Internet postings; or other forms of communication that are sexual in nature and offensive.
- Physical sexual harassment includes unwelcome, unwanted physical contact, including touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling, and forced sexual intercourse or assault.

Courteous, mutually respectful, pleasant, noncoercive interactions between employees that are appropriate in the workplace and acceptable to and welcomed by both parties are not considered to be harassment, including sexual harassment.

Consensual Romantic or Sexual Relationships

LE Farm Management strongly discourages romantic or sexual relationships between a manager or other supervisory employee and an employee who reports directly or indirectly to that person, because such relationships tend to create compromising conflicts of interest or the appearance of such conflicts. In addition, such a relationship may give rise to the perception by others that there is favoritism or bias in employment decisions

affecting the staff employee. Moreover, given the uneven balance of power within such relationships, consent by the staff member is suspect and may be viewed by others, or at a later date by the staff member, as having been given as the result of coercion or intimidation. The atmosphere created by such appearances of bias, favoritism, intimidation, coercion or exploitation undermines the spirit of trust and mutual respect that is essential to a healthy work environment. If there is such a relationship, the parties need to be aware that one or both may be moved to a different department or other actions may be taken.

If any employee of LE Farm Management enters into a consensual relationship that is romantic or sexual in nature with an employee who reports directly or indirectly to that employee, or if one of the parties is in a supervisory capacity in the same department in which the other party works, the parties must notify the HR director or other appropriate corporate officer. Because of potential issues regarding quid pro quo harassment, LE Farm Management has made reporting mandatory. This requirement does not apply to employees who do not work in the same department or to parties where neither one supervises or otherwise manages responsibilities over the other.

Once the relationship is made known to LE Farm Management, the company will review the situation with human resources in light of all the facts (reporting relationship between the parties, effect on co-workers, job titles of the parties, etc.) and will determine whether one or both parties need to be moved to another job or department. If it is determined that one party must be moved, and there are jobs in other departments available for both, the parties may decide who will be the one to apply for a new position. If the parties cannot amicably come to a decision, or the party is not chosen for the position to which he or she applied, the HR director and senior management will decide which party will be moved. That decision will be based on which move will be least disruptive to the organization. If no other jobs are available for either party, the parties will be given the option of terminating their relationship or resigning.

Retaliation

No hardship, loss, benefit or penalty may be imposed on an employee in response to:

- Filing or responding to a bona fide complaint of discrimination or harassment.
- Appearing as a witness in the investigation of a complaint.
- Serving as an investigator of a complaint.

Lodging a bona fide complaint will in no way be used against the employee or have an adverse impact on the individual's employment status. However, filing groundless or malicious complaints is an abuse of this policy and will be treated as a violation.

Any person who is found to have violated this aspect of the policy will be subject to discipline up to and including termination of employment.

Confidentiality

All complaints and investigations are treated confidentially to the extent possible, and information is disclosed strictly on a need-to-know basis. The identity of the complainant is usually revealed to the parties involved during the investigation, and the HR director will take adequate steps to ensure that the complainant is protected from retaliation during and after the investigation. All information pertaining to a complaint or investigation under this policy will be maintained in secure files within the HR department.

Complaint procedure

LE Farm Management has established the following procedure for lodging a complaint of harassment, discrimination or retaliation. The company will treat all aspects of the procedure confidentially to the extent reasonably possible.

1. Complaints should be submitted as soon as possible after an incident has occurred, preferably in writing. The HR director may assist the complainant in completing a written statement or, in the event an employee refuses to provide information in writing, the HR director will dictate the verbal complaint.
2. Upon receiving a complaint or being advised by a supervisor or manager that violation of this policy may be occurring, the HR director will notify senior management and review the complaint with the company's legal counsel.
3. The HR director will initiate an investigation to determine whether there is a reasonable basis for believing that the alleged violation of this policy occurred.
4. If necessary, the complainant and the respondent will be separated during the course of the investigation, either through internal transfer or administrative leave.
5. During the investigation, the HR director, together with legal counsel or other management employees, will interview the complainant, the respondent and any witnesses to determine whether the alleged conduct occurred.
6. Upon conclusion of an investigation, the HR director or other person conducting the investigation will submit a written report of their findings to the company. If it is determined that a violation of this policy has occurred, the HR director will recommend appropriate disciplinary action. The appropriate action will depend on the following factors:
 - a) the severity, frequency and pervasiveness of the conduct.
 - b) prior complaints made by the complainant.

- c) prior complaints made against the respondent; and
- d) the quality of the evidence (e.g., firsthand knowledge, credible corroboration).

If the investigation is inconclusive or if it is determined that there has been no violation of policy, but potentially problematic conduct may have occurred, the HR director may recommend appropriate preventive action.

7. Senior management will review the investigative report and any statements submitted by the complainant or respondent, discuss results of the investigation with the HR director and other management staff as appropriate, and decide what action, if any, will be taken.
8. Once a final decision is made by senior management, the HR director will meet with the complainant and the respondent separately and notify them of the findings of the investigation. If disciplinary action is to be taken, the respondent will be informed of the nature of the discipline and how it will be executed.

Alternative legal remedies

Nothing in this policy may prevent the complainant or the respondent from pursuing formal legal remedies or resolution through local, state, or federal agencies or the courts.

I have read this policy and agree to fully comply with and abide by it.

Date

Employee Signature

Employee Name



LE FARM MANAGEMENT

DISABILITY ACCOMMODATION POLICY

Purpose/Objective

LE Farm Management is committed to complying with all laws that protect qualified individuals with disabilities. When requested, the company will provide a reasonable accommodation for any known physical or mental disability of a qualified individual, provided the requested accommodation does not create an undue hardship for the company or pose a direct threat to the health or safety of others in the workplace or to the requesting employee.

Eligibility

This policy applies to all applicants and employees and extends to all aspects of the company's employment practices, including recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

Procedures

To request an accommodation to perform the essential functions of an employee's job, the employee must notify their supervisor AND submit a written request to hr@esparzainc.com or to:

LE Farm Management, Inc.
3851 Fruitvale Ave.
Bakersfield, CA 93308

An employee requesting an accommodation should include in the request their suggestion for an accommodation.

Reasonable accommodations may include modification of a work station, change in job duties or schedule, reassignment to another position (if available), or time off (with or without pay), provided that such exceptions do not pose a direct threat to the health or safety of others in the workplace or to the requesting employee.

Once the company is aware of the need for an accommodation, it will engage with the employee in an interactive process to identify possible accommodations.

Employees are encouraged to use this procedure without fear of retaliation. Employees who believe that they have been treated in a manner not in accordance with this policy should notify hr@esparzainc.com via mobile text or email.



LE FARM MANAGEMENT

TIMEKEEPING POLICY

Objective

The purpose of this policy is to outline the timekeeping policies of Le Farm Management. Accurately reporting time worked is the responsibility of every non-employee of Le Farm Management. We must keep an accurate record of time worked to calculate employee pay and benefits.

Time Worked

Time worked includes a time that an employee is required to be performing duties for the company. Time worked is used to determine overtime pay required for non-employees. The following provisions are included as time worked:

- **Work away from premises or at home.** If approved, work performed off the premises or job site or at home by a non-employee will be counted as time worked. A non-employee will not be permitted to perform work away from the premises, job site or at home unless approved in advance in writing by the department director.
- **Break time.** Rest periods of 15 minutes or less are counted as time worked.

Time Not Worked

Per the Fair Labor Standards Act (FLSA), Le Farm Management does not count the following provisions as time worked:

- **Paid leave.** Approved paid absences, including sick leave, vacation leave, holiday leave, Family and Medical Leave Act (FMLA) leave, military leave, jury and fitness duty, funeral/bereavement leave, and voting time off are not counted as time worked.
- **Lunch or dinner periods.** Uninterrupted time off for lunch or dinner is not counted as time worked.

Timekeeping

None of our employees must accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They must also record the beginning and ending time of any split shift or departure from work for personal reasons.

It is the employee's responsibility to sign their time record to certify the accuracy of a time recorded. The supervisor for the department will review and then initial the time record before submitting it for payroll processing. In the event of an error in reporting time, employees must immediately report the problem to their supervisor. If the employee believes that their supervisor is not being responsive to their requests, it is their responsibility to notify the Human Resources Department by calling 661-631-0347 or via email at hr@esparainc.co. These efforts also must be documented as to date/time of contact and name of company representative spoken with if the contact is via telephone. Once proper notification is received by the Farco Management, a full investigation will be conducted to make sure the employee receives proper wages due.

Enforcement

Altering, falsifying, tampering with time records or recording time on another employee's time record is considered Time Theft and is punishable under current law. In addition, it may also result in disciplinary action, up to and including termination of employment.

Duty to Report to Employer

It is important to the Farco Management that all employees are fairly compensated for their work under both federal and state law.

- The Farco Management authorizes and permits a net 10 minute paid rest period for every four hours worked.
- The Farco Management requires all employees to take a minimum 30 minute uninterrupted meal period within 6 hours of the beginning of their work shift.
- If an employee works less than 6 hours within a 24 hour period, they may request a meal period waiver by emailing hr@esparainc.co.

Employees of the Farco Management are required to report violations of this policy to hr@esparainc.co or by calling the Human Resources Department at 661-631-0347 and documenting the date/time of the call and name of the company Representative. The notice may also be given to written notifications can also be sent to

Far Management, Inc.

Attention: Age Department

222 S Union Ave

Barnersfield, CT 03307



LE FARM MANAGEMENT

ATTENDANCE POLICY

Objective

The purpose of this policy is to set forth LE Farm Management's policy and procedures for handling employee absences and tardiness to promote the efficient operation of the company and minimize unscheduled absences.

Policy

Punctual and regular attendance is an essential responsibility of each employee at LE Farm Management. Employees are expected to report to work as scheduled, on time and prepared to start working. Employees also are expected to remain at work for their entire work schedule. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided.

This policy does not apply to absences covered by the Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), Fair Employment and Housing Act (FEHA), or leave provided as a reasonable accommodation under the Americans with Disabilities Act (ADA). These exceptions are addressed in current law.

Absence

"Absence" is defined as the failure of an employee to report for work when they are scheduled to work. The two types of absences are defined below:

- *Excused absence* occurs when all the following conditions are met:
- The employee provides to their supervisor sufficient notice at least 48 hours in advance of the absence.

- The absence request is approved in advance by the employee's supervisor.
- The employee has sufficient accrued sick pay to cover the absence.
- *Unexcused absence* occurs when any of the above conditions are not met. If it is necessary for an employee to be absent or late for work because of an illness or an emergency, the employee must notify their supervisor no later than the employee's scheduled starting time on that same day. If the employee is unable to call or email their supervisor, they must have someone else make the call or email on their behalf.

An unexcused absence counts as one occurrence for the purposes of discipline under this policy.

Employees with three or more consecutive days of excused absences *because of illness or injury* must give LE Farm Management proof of physician's care and a fitness for duty release prior to returning to work.

Employees must take earned sick time for every absence unless otherwise allowed by company policy (e.g., leave of absence, bereavement, jury duty).

Tardiness and Early Departures

Employees are expected to report to work and return from scheduled breaks on time. If employees cannot report to work as scheduled, they must notify their supervisor no later than their regular starting time. This notification does not excuse the tardiness but simply notifies the supervisor that a schedule change may be necessary.

Employees who must leave work before the end of their scheduled shift must notify a supervisor immediately.

Tardiness and early departures are each one-half an occurrence for the purpose of discipline under this policy.

Paid Holidays

Any non-exempt employee who does not report for work duty one day before or one day following a paid company holiday will be excluded from receiving pay for the paid holiday.

Disciplinary Action

Excessive absenteeism is defined as two or more occurrences of unexcused absence in a 30-day period and will result in disciplinary action. Eight occurrences of unexcused absence in a 12-month period are considered grounds for termination.

Job Abandonment

Any employee who fails to report to work for a period of three days or more without notifying their supervisor will be considered to have abandoned the job and voluntarily terminated the employment relationship.



LE FARM MANAGEMENT

GOOD AGRICULTURAL & MANUFACTURER PRACTICES POLICY

Worker hygiene and sanitation practices during production, harvesting, sorting, packing and transport, play a critical role in minimizing the potential for contamination of fresh produce. As an Employee of LE Farm Management (hereafter, “The Company”) you are to take a proactive role in minimizing food safety hazards potentially associated with fresh produce. The Company has adopted the following Safe Practices listed in the Good Agricultural & Manufacturer Practices Policy (hereafter, “Policy”), to partner with our Clients in our mutual goals of making sure that the produce is safe from field to table.

SAFE PRACTICES

1. Employees must maintain a food personal cleanliness and clothing work must be clean.
2. Jewelry and objects that can fall into the product are not allowed, unless the item is work for religious reasons, approved by management, and covered and secured completely.
3. No body piercing or jewelry is allowed
4. No items shall be attached to clothing, or dangling from shirt pockets, pant pockets or belts. Company cell phones and Company radios are to be secured.
5. Sandals, open toed or open heeled shoes are not allowed.
6. Shirts must fully cover the underarms and must fully cover the midriff.
7. Shorts are not allowed.
8. Hair pieces, fingernail polish/paint, fake eyelashes and fake fingernails are not allowed.
9. Must wear, where appropriate, in an effective manner, clean gloves for handling of the produce. Must replace all damaged or soiled gloves.
10. Ask your crew boss where your personal belongings can be stored, and only store personal belongings in that/those areas, as personal belongings should never come into contact with the machinery, equipment, tools or the product.
11. Properly equipped, sanitized and clean toilet facilities to include toilet paper, clean and sanitized hand washing stations equipped with a basin, water, anti-bacterial liquid soap, single use paper towels and a waste container are provided for your use. Immediately report any missing supplies to the crew boss for immediate re-stocking.
12. Frequent hand washing is to be done at the hand washing stations before and after: you begin work, you end work, your breaks, you eat, you drink, you sneeze you cough, use the toilet facilities and every time your hands get soiled.
13. When washing your hands use the water and the liquid anti-bacterial soap. Thoroughly scrub your hands, fingers, in between fingers and fingernails for at least 45 seconds, and then rinse your hands to get the soap residue off, and then dry your hands with the single use paper towels and dispose of the single use paper towel in the waste container.
14. Urinating, defecating, spitting and blowing your nose in the field or in the warehouse is not allowed.

15. Chewing gum, smoking, chewing tobacco and tobacco products are not allowed in the fields or warehouse.
16. Food preparation and eating in the fields, next to the harvesting equipment and in the warehouses is not allowed. Ask your crew boss for the designated areas for eating.
17. Unprotected sneezing and coughing are not permitted in the fields or in the warehouses.
18. Employees must report any active case of illness, jaundice, fever, sore throat with a fever, Hepatitis A, ailments, diarrhea, vomiting, boils, sores, infected wounds, lesions containing pus, incidents of bleeding and other communicable diseases to their crew boss before beginning work. If symptoms appear while working, employees must immediately report the symptoms to the crew boss.
19. Because communicable diseases can be spread many different ways, and because body parts with communicable diseases that come into contact with fresh produce increases the risk of contaminating the fresh produce, any employee by medical examination, personal acknowledgment or supervisory observation, that is shown to have, or appears to have an illness, jaundice, fever, sore throat, with a fever, Hepatitis A, ailments, diarrhea, vomiting, boils, sores, infected wounds, lesions containing pus, incidents of bleeding and other communicable diseases, are excluded from work, without pay, until the health condition no longer exists, and that employee may have to undergo a fit for duty with the Industrial Physician/Industrial Medical Clinic, before returning to work.
20. Immediately report to crew boss any presence of human or animal fecal matter and urine.
21. Immediately report to crew boss any unusual or bad smelling odors.
22. Immediately report to crew boss any evidence of animals, including mammals, flocks of birds, reptiles, rodents and insects.
23. Immediately report to crew boss any dead or trapped animals including mammals, birds, reptiles, rodents and insects.
24. Warehouse, field and harvesting machinery and equipment such as knives, scissors, clippers, tables, baskets, packaging materials, brushes, buckets and other equipment must be used appropriately and kept clean and sanitized.
25. Only use harvesting containers for carrying the harvest product. Never use harvesting containers for any other purpose.
26. Immediately report all product exposed to unsanitary conditions to your crew boss that the crew boss can properly dispose of the potentially contaminated produce.
27. Glass is prohibited in the fields and in the warehouses.
28. Keep working area clean, sanitary and in order. Visually free of dust, dirt, food residues, waste litter improperly stored garbage and other debris.
29. Always follow the Growers instructions on ticketing and labeling the produce.

I understand that my failure to be in full compliance with this Policy, will lead to disciplinary consequences, which may include immediate termination of employment with The Company.



LE FARM MANAGEMENT

NO WEAPONS AT WORK POLICY

LE Farm Management, Inc., (hereafter, Company) will not tolerate weapons anywhere on Company Property and or on Client's Property, including weapons brought in vehicles parked on Company Property, and vehicles parked on Client's property. Possession of firearms, explosives, knives, whether concealed or openly carried, and any other items whether concealed or openly carried, that may be considered a weapon, are not allowed at work, on Company Property, in Company Cars, in Company Trucks, and or at Company's Client's Property/Properties.

Your failure to comply with this No Weapons at Work Policy will lead to immediate discipline, which may include immediate termination.



LE FARM MANAGEMENT

NO WORKING BEFORE SHIFT POLICY

LE Farm Management, Inc. (Hereafter, “The Company”). As your employer, it is The Company’s desire and goal to make sure that we comply with all rules, laws, and ordinances that govern wage and hour matters, and as such, we have made this policy of No Working Before Shift (Hereafter, “The Policy”) to make sure that you will comply with The Policy.

Your Crew Boss will inform you of your start shift time and you are NEVER TO WORK BEFORE YOUR START SHIFT TIME. Some examples of working before your start shift time are said below, however, this is not an exhaustive list and there may be other examples that also apply to this policy.

No employee is allowed to:

- Work before the shift starts.
- Work after the shift ends.
- Work during breaks including meal periods
- Prepare for any work before the shift starts.
- Prepare any equipment before the shift starts.
- Prepare any personal protection equipment before the shift starts.
- Put on outside coveralls before the shift starts.
- Put on boots before the shift starts.
- File and or sharpen knives, tools, or other instruments before the shift starts.
- Put on knee pads before the shift starts.
- Carry any tools before the shift starts

No work or preparation for work is to be done outside of the work shift. Every employee must follow these requirements and any employee who does not do so will be subjected to disciplinary measures, which may include immediate termination of employment.



LE FARM MANAGEMENT

SECURITY RULES

You agree to follow and comply with the following safety rules.

1. You are required to comply with all the safety rules.
2. Do not operate any machine until you have been trained.
3. Make sure everyone is safe before starting the machine.
4. Only employees who have been trained and designated by the Employer may drive and operate machine. No one else is allowed to ride along, operate or drive the machine.
5. If you do not know how to accomplish an assignment or how to operate a machine, please ask the crew leader before starting.
6. It is not permitted to say cruel jokes, engage in fights or spread rumors about others.
7. No horse playing among the group.
8. Please report all accidents to your crew leader, even if it was a small injury.
9. Report to the crew leader all the tools or equipment that is damaged so it may be repaired or replaced
10. Do not lift heavy items. Please ask for help.
11. Lift with your knees, not with your back. Keep the load close to your body.
12. Do not litter on streets or fields. Please use the given receptacles.
13. Do not carry knives to cut or harvest in your pocket. Use the knife cover or leave them at the job site.
14. Do not use broken ladders or insecure and unstable ladders.
15. Face forward when going up or down a ladder.
16. Read and know the rules to operate the agricultural tractors.
17. Use orchard ladders or light weight ladders when working in a soft territory.
18. Do not use domestic or provisional ladders.
19. Make sure that the ladder is placed at a right angle before you use it.
20. When working on top of the trees, be extra careful with the electricity wires above you.
21. When you cut a branch, be sure not to cut the one where the ladder is leaning, make sure it is clear underneath.
22. Do not travel on top of a load or the back of the truck and do not hang your legs on the sides of the truck.
23. Do not stand by the equipment or by the trucks.
24. The floor or the fields can be slippery. Do not run. Be careful where you are stepping.
25. When you drive substances or chemicals, make sure that you were given the instructions and use the proper equipment that it is provided. Be very careful.
26. When you use any type of equipment, like machinery, irrigation pipes or poles, please stay at least 10 feet away from electrical poles.
27. When cutting branches, throw them to the side. Do NOT throw them to or at others.
28. Do NOT stretch to reach any product.
29. Always use the proper protective equipment when provided. (Ex. Gloves, hats, outfits, knives)
30. It is suggested that you wear a hat on a hot day.
31. All drivers are required to make sure that their loads are secure and safe.
32. All pesticides and toxic materials must be stored, locked and only used under specific instructions.
33. It is not permitted to smoke while filling the machine with fuel.
34. It is not permitted to use alcoholic beverages or drugs. If you appear at work being under the influence of any substance you will be sent home and may have your employment terminated immediately.



LE FARM MANAGEMENT

WARNING ON TRANSPORTATION

I understand that my boss and or employer are not responsible to take me to and from work. Any arrangements that I have with the other employees or supervisors exist between those individuals and me. I understand that the company does not promote and discourages such adjustment of transportation or methods of transportation.

I understand that the company does not require me to ride with another employee to get to and from work. I understand that if any employee, lead person or supervisor or a company representative tells me that my job depends on providing transportation against my will, I am able to report it to the company. I am not required to travel nor pay transportation as a condition of my job.

I have read and understand this warning on transportation.

EXHIBIT A
(Arbitration Agreement)

Mutual Arbitration Agreement

Mutual Arbitration Agreement	Acuerdo mutuo de arbitraje
I. <u>Introduction</u> LE FARM MANAGEMENT, INC. (“Company”) believes that most work-related concerns can be addressed with the employees’ manager or Human Resources. Thus, employees are encouraged, but not required, to speak with their manager or Human Resources to resolve any work-related problem before initiating the procedures set forth in this Mutual Dispute Resolution Agreement (“Agreement” or “Arbitration Agreement”). Where resolution cannot be achieved through the Company’s internal resources, the undersigned employee, his/her heirs, executors, administrators, successors, and assigns (“Employee”) and the Company agree to use the arbitration procedures in this Agreement instead of a trial in court before a judge or jury. Arbitration is the process by which a neutral third party makes a binding decision relating to a dispute. This Agreement is a condition of employment. If Employee accepts or continues employment with the Company, both Employee and the Company will be bound by this Agreement’s terms unless Employee timely opts out of this Agreement as provided below. II. <u>Covered Claims</u> Other than as provided in this Agreement, to the maximum extent permissible under federal law, Employee and the Company agree that any controversy, dispute, or claim relating to Employee’s employment or association with the Company or the Company’s clients, including your worksite employer(s), if any, that could otherwise be raised in court that the Company has	I. <u>Introducción</u> LE FARM MANAGEMENT, INC. (la “compañía”) opina que la mayoría de las inquietudes relacionadas con el empleo pueden abordarse con el gerente o el departamento de recursos humanos del empleado. Por lo tanto, alentamos a los empleados a hablar con su gerente o con el departamento de recursos humanos para resolver cualquier problema relacionado con el empleo antes de iniciar los procedimientos expuestos en este acuerdo mutuo de resolución de disputas (el “Acuerdo” o “Acuerdo de arbitraje”), aunque no lo exigimos. Cuando no se pueda llegar a una resolución usando los recursos internos de la compañía, el empleado abajo firmante, sus herederos, albaceas, administradores, sucesores y cesionarios (el “empleado”) y la compañía acuerdan usar los procedimientos de arbitraje expuestos en este Acuerdo en lugar de un juicio en el tribunal ante un juez o un jurado. El arbitraje es un proceso mediante el cual un tercero neutral toma una decisión vinculante en relación a una disputa. Este Acuerdo es una condición de empleo. Si el empleado acepta o continúa trabajando con la compañía, tanto el empleado como la compañía quedarán vinculados por los términos de este Acuerdo, a menos que el empleado opte puntualmente por no celebrar este Acuerdo, del modo dispuesto a continuación. II. <u>Reclamos cubiertos</u> Aparte de lo dispuesto en este Acuerdo, en la mayor medida permitida por la ley federal, el empleado y la compañía acuerdan que todo desacuerdo, disputa o reclamo relacionado con el empleo o asociación del empleado con la compañía o los clientes de la compañía, incluyendo sus empleadores en el sitio de trabajo, de haberlos, que pueda presentarse de otro modo

against Employee or that Employee has against the Company, its current or former officers, directors, members, employees, vendors, clients, customers, worksite employers, agents, parents, subsidiaries, affiliated companies, successors, or assigns, shall be settled exclusively by binding arbitration rather than in court. This Agreement to arbitrate is intended for the benefit of and may be enforced by any of the aforementioned third-party beneficiaries. It is the parties' intent that unless specifically excluded by the Agreement, all claims between them covered by this Agreement ("Covered Claims") are to be resolved through binding arbitration not court, to the fullest extent permitted by federal law. However, if an arbitration award would be rendered ineffectual without provisional relief including, but not limited to, preliminary injunctions or temporary restraining orders, either party may request such relief from a court of competent jurisdiction to preserve the <i>status quo</i> pending arbitration. Covered Claims include, but are not limited to, claims for wages and other compensation, breach of contract, misappropriation of trade secrets or unfair competition, violation of public policy, wrongful termination; tort claims; claims for unlawful retaliation, discrimination and/or harassment; and claims for violation of any federal, state, or other government law, statute, regulation, or ordinance, such as, for example, claims under the Age Discrimination in Employment Act, the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1964; the Equal Pay Act; the Fair Credit Reporting Act; the Fair Labor Standards Act; the Family and Medical Leave Act; the Pregnancy Discrimination Act; the Rehabilitation Act; section 1981 through 1988 of Title 42 of the United States Code; and/or the Worker Adjustment and Retraining Notification Act.	en el tribunal y que tenga la compañía contra el empleado o el empleado contra la compañía, sus funcionarios, directores, miembros, empleados, vendedores, clientes, empleadores de los sitios de trabajo, agentes, compañías matrices, subsidiarias, afiliadas, sucesores o cesionarios actuales o antiguos se resolverá usando exclusivamente un arbitraje vinculante, en lugar del tribunal. Este Acuerdo de arbitraje se celebra para beneficio de los terceros beneficiarios arriba mencionados, y puede ser hecho valer por cualquiera de ellos. Es intención de las partes que, a menos que el Acuerdo los excluya específicamente, todos los reclamos entre las partes cubiertos por este Acuerdo ("reclamos cubiertos") se resolverán mediante un arbitraje vinculante y no en el tribunal, en la mayor medida permitida por la ley federal. Sin embargo, si se dictamina la nulidad de un laudo arbitral sin desagravio provisional, incluyendo de forma enunciativa y no limitativa las medidas cautelares u órdenes de restricción temporarias, cualquiera de las partes podrá solicitar tal desagravio en un tribunal de jurisdicción competente para preservar el <i>status quo</i> mientras el arbitraje esté pendiente. Los reclamos cubiertos incluyen, de forma enunciativa y no limitativa, las demandas salariales y por otras remuneraciones, incumplimiento de contrato, robo de secretos industriales o competencia desleal, violación de políticas públicas, despido improcedente, demandas por agravio, demandas por represalias, discriminación o acoso ilícitos, y demandas por infracción de cualquier ley, estatuto, reglamento u ordenanza federal, estatal o del gobierno como, por ejemplo, las demandas bajo la Ley de Discriminación por Edad en el Empleo (Age Discrimination in Employment Act), la Ley de Estadounidenses con Discapacidades (Americans with Disabilities Act); El Título VII de la Ley de Derechos Civiles de 1964 (Title VII of the Civil Rights Act of 1964); la Ley de Paga Equitativa (Equal Pay Act); la Ley de Informes Crediticios Justos (Fair Credit Reporting Act); la Ley de Normas de Trabajo Justas (Fair Labor Standards Act); la Ley de Ausencia con Permiso Familiar y Médica (Family and Medical Leave Act); la Ley
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Claims not covered by this Agreement are: claims for workers' compensation or unemployment benefits; violations of the National Labor Relations Act; petitions or charges that could be brought before the National Labor Relations Board; charges filed with the Equal Employment Opportunity Commission or a similar government agency; claims under employee pension, welfare benefit or stock option plans if those plans provide a dispute resolution procedure; and after application of FAA preemption principles, claims which are not subject to arbitration or pre-dispute arbitration agreements pursuant to federal law, but only to the extent federal law prohibits enforcement of the Agreement with respect to such claims. To the extent federal law prohibits enforcement of the representative action waiver (discussed in section III below) with respect to representative claims under California's Private Attorneys General Act of 2004, California Labor Code §§ 2698, <i>et seq.</i> and representative claims for public injunctive relief under California Business and Professions Code § 17203, such claims also are not covered by this Agreement. This Agreement does not limit any federal, state, or local government or administrative agency's jurisdiction and nothing herein shall be construed to constitute a waiver of Employee's right to file a charge or complaint with any such agency, including but not limited to the National Labor Relations Board and the Equal Employment Opportunity Commission. However, unless otherwise provided by applicable law, Employee shall not be entitled to seek or receive any monetary compensation as a result of any proceeding arising from the filing of any such charge and/or participating in an investigation resulting from the filing of a charge with the EEOC and/or state or local human rights agency.	de Discriminación por Embarazo (Pregnancy Discrimination Act); la Ley de Rehabilitación (Rehabilitation Act); el artículo 1981 a 1988 inclusive del Título 42 del Código de EE. UU., y/o la Ley de Notificación de Reajuste y Capacitación del Trabajador (Worker Adjustment and Retraining Notification Act). Este Acuerdo no cubre los siguientes reclamos: los reclamos de indemnización al trabajador o de beneficios por desempleo; las infracciones de la Ley Nacional de Relaciones Laborales (National Labor Relations Act); las peticiones o acusaciones que se puedan presentar ante la Junta Nacional de Relaciones Laborales; las acusaciones presentadas ante la Comisión de Oportunidad de Empleo Igualitaria u otro organismo similar del gobierno; los reclamos bajo las pensiones de empleados, los beneficios de bienestar social o los planes de opción de venta o compra de acciones, si tales planes proveen un procedimiento de resolución de disputas; y después de la aplicación de los principios de preferencia de la FAA, los reclamos que no estén sujetos a arbitraje o a acuerdos de arbitraje previos a la disputa de conformidad con la ley federal, pero solo en la medida que la ley federal prohíba la ejecución del Acuerdo con respecto a tales reclamos. En la medida que la ley federal prohíba la ejecución de la renuncia a las acciones de representación (que se menciona en la sección III a continuación) con respecto a las demandas de representación bajo la Ley del Procurador General Privado de California (California's Private Attorneys General Act) de 2004, los artículos 2698 y siguientes del Código de Trabajo de California, y las demandas de representación que piden desagravio judicial público de conformidad con el artículo 17203 del Código de Comercio y Profesiones de California (California Business and Professions Code), tales reclamos tampoco estarán cubiertos por este Acuerdo. Este Acuerdo no limita la jurisdicción de ningún gobierno federal, estatal o local ni de ningún organismo administrativo, y nada de lo que contiene el presente debe interpretarse como una renuncia al derecho del empleado de presentar una acusación o demanda ante cualquier organismo de
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Nothing in this Agreement prevents Employee from reporting good faith allegations of unlawful employment practices to appropriate federal, state or local agencies; reporting any good faith allegation of criminal conduct to any appropriate federal, State, or local official; participating in a proceeding with any appropriate federal, State, or local government agency enforcing discrimination laws; making any truthful statements or disclosures required by law, regulation, or legal process; or requesting or receiving confidential legal advice. Nothing in this Agreement prohibits Employee from filing a complaint with the California Division of Labor Standards Enforcement (“DLSE”) seeking a non-binding administrative hearing before the DLSE pursuant to Labor Code section 98 et seq. (known as a “Berman” hearing). However, any de novo appeal by Employee or the Company after a Berman hearing from a decision by the DLSE will be subject to this Agreement. III. <u>Waiver of Multi-Plaintiff, Class, Collective and Representative Actions (“Waiver”)</u> Covered Claims must be brought on an individual basis only, and arbitration on an individual basis is the exclusive remedy. No arbitrator has authority to consolidate claims or proceed with arbitration on multi-plaintiff, class,	tal naturaleza, incluyendo de forma enunciativa y no limitativa la Junta Nacional de Relaciones Laborales o la Comisión de Oportunidad de Empleo Igualitaria. Sin embargo, a menos que la ley aplicable disponga lo contrario, el empleado no tendrá derecho a solicitar ni a recibir ninguna compensación monetaria como resultado de un procedimiento que surja de la presentación de una acusación de tal tipo o de participar en una investigación resultante de la presentación de una acusación ante la EEOC o el organismo de derechos humanos estatal o local. Nada de lo que contiene este Acuerdo evita que el empleado denuncie de buena fe alegaciones de prácticas laborales ilícitas a los organismos federales, estatales o locales pertinentes; denuncie cualquier alegación de buena fe de conductas delictivas a cualquier funcionario federal, estatal o local apropiado; participe en un procedimiento con cualquier organismo federal, estatal o local que haga valer las leyes contra la discriminación; haga declaraciones o divulgaciones veraces exigidas por la ley, los reglamentos o un proceso legal; o solicite o reciba asesoramiento legal confidencial. Nada de lo que contiene este Acuerdo prohíbe que el empleado presente una reclamación ante la División de Ejecución de Normas Laborales de California (California Division of Labor Standards Enforcement) (“DLSE”) para solicitar una audiencia administrativa no vinculante ante la DLSE de conformidad con el artículo 98 y siguientes del Código Laboral (conocida como una audiencia “Berman”). Sin embargo, toda apelación nueva del empleado o de la compañía después de una audiencia Berman por decisión de la DLSE quedará sujeta a este Acuerdo. III. <u>Renuncia a las acciones con demandantes múltiples, de clase, colectivas o de representación (“renuncia”)</u> Los reclamos cubiertos deben presentarse de forma individual solamente, y el arbitraje individual es el recurso disponible exclusivo. Ningún árbitro tiene autoridad para consolidar
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collective, or representative basis. Should such a claim be initiated in arbitration, the arbitrator shall summarily reject it as beyond the scope of this Agreement. Any disputes concerning the applicability or validity of this Waiver shall be decided by a court of competent jurisdiction, not by the arbitrator. In the event a court determines that this Waiver is unenforceable with respect to any claim, this Waiver shall not apply to that claim, and that claim may only be initiated in court (subject to applicable claims and defenses) as the exclusive forum.

IV. Authority to Determine Arbitrability

Except as provided in Section III, and except if a party requests provisional relief from a court of competent jurisdiction to preserve the *status quo* pending arbitration, the arbitrator shall have the exclusive authority to resolve any dispute relating to the arbitrability of any individual claim or the enforceability or formation of this Agreement (including all defenses to contract enforcement such as, for example, waiver of the right to compel arbitration). Enforcement of this Agreement may not be precluded or delayed on the grounds that (1) a party to this Agreement also is a party to a pending court action or special proceeding with a third party arising out of the same transaction or series of related transactions, or (2) a party to this Agreement asserts arbitrable and non-arbitrable claims.

V. Procedures

The demand for arbitration must be in writing, personally signed by the person initiating the claim, and made within the time period required under the applicable statute of limitations. To initiate arbitration, Employee must deliver the written and personally-signed demand to the Company at

reclamos o llevar adelante un arbitraje con múltiples demandantes, de clase, colectivo o de representación. Si se inicia un arbitraje de un reclamo de tal naturaleza, el árbitro lo rechazará sumariamente por estar fuera del alcance de este Acuerdo. Toda disputa relacionada con la aplicabilidad o validez de esta renuncia será decidida por un tribunal de jurisdicción competente, no por el árbitro. En el caso que el tribunal determine que esta renuncia no es ejecutable en relación a cualquier reclamo, esta renuncia no será aplicable a tal reclamo, y solamente dicho reclamo podrá presentarse en el tribunal (de conformidad con los reclamos y las defensas aplicables) como foro exclusivo.

IV. Autoridad para determinar la posibilidad de arbitrar

Excepto por lo dispuesto en la sección III, y excepto si una de las partes solicita un desagravio provisional de un tribunal de jurisdicción competente para preservar el *status quo* mientras el arbitraje está pendiente, el árbitro será la autoridad exclusiva para resolver cualquier disputa relacionada con la posibilidad de arbitrar cualquier reclamo individual o la aplicabilidad o redacción de este Acuerdo (incluyendo todas las defensas de ejecución de contrato, como, por ejemplo, la renuncia al derecho de obligar a que se haga un arbitraje). La ejecución de este Acuerdo no puede impedirse ni atrasarse porque (1) una de las partes de este Acuerdo también es una parte en una acción pendiente ante el tribunal o un procedimiento especial con un tercero resultante de la misma transacción o serie de transacciones relacionadas, o (2) una de las partes de este Acuerdo afirma reclamos arbitrables y no arbitrables.

V. Procedimientos

La demanda de arbitraje se debe presentar por escrito, ser firmada personalmente por la parte que inicie el reclamo y llevarse a cabo dentro del plazo de tiempo requerido bajo el plazo de prescripción aplicable. Para iniciar un arbitraje, el

LE Farm Management, Inc.
Attn: Legal Department
3851 Fruitvale Ave.
Bakersfield, CA 93308

For the Company to initiate arbitration, it must deliver the written demand, signed by the Company, for arbitration to Employee at the last known address recorded in Employee's personnel records. The party initiating arbitration also must, within the time period required under the applicable statute of limitations, submit the personally-signed and written demand to the arbitration service that will administer the claim (as explained below). The Company shall pay all arbitration fees and costs that would not be incurred in a court proceeding.

The arbitration shall be before a single neutral arbitrator. Unless the parties otherwise agree, the American Arbitration Association ("AAA") shall administer the arbitration and the hearing shall take place in the county in which the dispute arose. The Employment Arbitration Rules and Mediation Procedures ("AAA rules"), or the employment rules of the arbitration service used, shall govern the arbitration proceedings, but to the extent the rules conflict with this Agreement, the provisions of this Agreement shall apply. Employee may obtain a copy of the AAA rules before signing this Agreement at www.adr.org, by contacting the AAA directly (toll-free 800-778-7879), or by contacting the Company's Human Resources department at 661-631-0347. Each party shall have the right to conduct discovery adequate to fully and fairly present the claims and defenses consistent with the streamlined nature of arbitration. Each party shall have the right to file dispositive motions pursuant to the Federal Rule of Civil Procedures in the jurisdiction in which the arbitration is conducted (including without limitation motions to dismiss or for summary judgment).

empleado debe entregar la demanda escrita y firmada personalmente a la compañía

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Bakersfield, CA 93308

Para que la compañía inicie un arbitraje, esta debe entregar la demanda escrita, firmada por la compañía, al empleado en la última dirección conocida registrada en los registros de personal del empleado. La parte que inicia el arbitraje también debe, dentro del período requerido bajo el plazo de prescripción aplicable, presentar una demanda escrita y firmada personalmente al servicio de arbitraje que administrará el reclamo (como se explica a continuación). La compañía pagará todos los honorarios y costos de arbitraje que no se incurrirían en un proceso judicial.

El arbitraje se llevará a cabo ante un árbitro único neutral. A menos que las partes acuerden lo contrario, la Asociación Estadounidense de Arbitrajes (American Arbitration Association) ("AAA") administrará el arbitraje, y la audiencia se llevará a cabo en el condado en el que surgió la disputa. Las Reglas de Arbitraje y los Procedimientos de Mediación en el Empleo (Employment Arbitration Rules and Mediation Procedures) ("las reglas de la AAA"), o las reglas de empleo del servicio de arbitraje utilizado, regirán los procedimientos de arbitraje, pero si tales reglas contradicen este Acuerdo, prevalecerán las disposiciones de este Acuerdo. El empleado puede obtener una copia de las reglas de la AAA antes de firmar este Acuerdo en www.adr.org, comunicándose directamente con la AAA (número gratuito 800-778-7879), o comunicándose con el departamento de recursos humanos de la compañía en 661-631-0347. Cada una de las partes tendrá derecho a obtener pruebas suficientes para presentar los reclamos y defensas de forma completa y justa de conformidad con la naturaleza simplificada de los arbitrajes. Cada una de las partes tendrá derecho a presentar peticiones dispositivas de conformidad con las reglas federales de procedimientos civiles en la

The arbitrator shall apply the substantive law relating to all claims and defenses to be arbitrated the same as if the matter had been heard in court, including with respect to the award of any remedy or relief on an individual basis and any award of costs and attorneys' fees to the prevailing party. Otherwise, the parties shall each bear their own costs and attorneys' fees. The arbitrator also may award monetary and non-monetary sanctions or other relief against a party or a party's attorney(s) for violation of this Agreement, the AAA Employment Rules, an Arbitrator's Order, the filing of frivolous claims, and/or violation of Federal Rule of Civil Procedure 11. The arbitrator's award shall be in writing, with factual findings, reasons given, and evidence cited to support the award. The Parties agree that any arbitration award shall have no preclusive effect as to issues or claims in any other dispute or arbitration proceeding and that arbitrators are barred from giving prior arbitration awards precedential effect. Any authorized decision or award of the arbitrator shall be final and binding on the parties. Any court of competent jurisdiction may enter judgment upon the award, either by (i) confirming the award or (ii) vacating, modifying, or correcting the award on any ground permitted by applicable law. VI. <u>Governing Law, Consideration, Severability, Final Agreement</u> The Federal Arbitration Act (9 U.S.C. Sections 1, <i>et seq.</i>) shall govern this Agreement. State arbitration statutes shall apply only to the extent they are not preempted by the FAA.	jurisdicción donde se lleve a cabo el arbitraje (incluyendo sin limitación las peticiones de desestimación o de sentencia sumaria). El árbitro aplicará el derecho sustantivo relacionado con todos los reclamos y defensas a ser arbitrados, del mismo modo que si el asunto hubiera sido conocido en el tribunal, incluyendo en relación al otorgamiento de una reparación o desagravio individual y la adjudicación de cualquier costo y honorario de abogado a la parte ganadora. De no ser así, cada una de las partes pagará sus propios costos y honorarios de abogado. El árbitro también puede otorgar sanciones monetarias y no monetarias u otros desagravios contra una parte o el o los abogados de una parte por el incumplimiento de este acuerdo, las reglas de empleo de la AAA, una orden del árbitro, la presentación de demandas infundadas, o el incumplimiento de la Regla Federal de Procedimientos Civiles 11. El laudo arbitral se hará por escrito, y citará las conclusiones de hecho, razones y evidencia que fundamentan el laudo. Las partes acuerdan que los laudos arbitrales no tendrán efecto preventivo en relación a los asuntos o reclamos de cualquier otra disputa o procedimiento de arbitraje, y que los árbitros no podrán darle un efecto de precedente a los laudos arbitrales previos. Toda decisión o laudo arbitral autorizado del árbitro será final y vinculante para las partes. Cualquier tribunal de jurisdicción competente podrá dictar sentencia en relación al laudo, ya sea (i) confirmándolo o (ii) anulándolo, modificándolo o corrigiéndolo en base a cualquier fundamento permitido por la ley aplicable. VI. <u>Ley que rige, contraprestación, divisibilidad, acuerdo final</u> Este Acuerdo será regido por la Ley Federal de Arbitraje (Federal Arbitration Act) (artículo 1 y siguientes, Título 9 del Código de EE. UU.). Los estatutos de arbitraje estatales serán aplicables solo en la medida que no sean suplantados por la FAA.
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The Parties agree that the mutual promises to arbitrate claims covered by the Agreement serve as adequate consideration. To the extent permitted by applicable federal law, new or continued employment, and the Company's agreement to pay all fees and costs unique to arbitration serve as additional consideration. If any part of this Agreement is held to be invalid, void, or unenforceable, it shall be interpreted in a manner or modified to make it enforceable. If that is not possible, it shall be severed and the remaining provisions of this Agreement shall remain in full force and effect. This Agreement sets forth the final agreement of the parties and supersedes all prior negotiations, representations or agreements, whether written or oral, pertaining to arbitration of claims covered by the Agreement. <u>By issuance of this Agreement, the Company agrees to be bound without signing it.</u> Nothing in this Agreement constitutes an express or implied contract of employment for any defined period of time. Nor does it alter any applicable employment at will relationship between Employee and the Company. VII. <u>Opt Out</u> Arbitration is not a mandatory condition of employment. Employee may opt out by mailing via U.S. Mail, Return Receipt Requested, written notice of the intent to opt out within 30 calendar days of signing this Agreement to: LE Farm Management, Inc. Attn: Legal Department 3851 Fruitvale Ave. Bakersfield, CA 93308 If the Company does not receive the written notice of the intent to opt out within the 30 calendar-day period, the Parties shall be bound by this Agreement. Employee will not be subject to retaliation for exercising the right to assert claims	Las partes acuerdan que las promesas mutuas de arbitrar los reclamos cubiertos por el Acuerdo fungen como contraprestación adecuada. En la medida permitida por la ley federal aplicable, el empleo nuevo o la continuación del empleo, así como el acuerdo de la compañía de pagar todos los honorarios y costos exclusivos del arbitraje fungen como contraprestación adicional. Si se determina que alguna parte de este acuerdo es inválida, nula o no ejecutable, esta se interpretará o modificará de una manera que la haga ejecutable. Si esto no es posible, se eliminará y las disposiciones restantes de este Acuerdo continuarán siendo plenamente vigentes. Este Acuerdo expone el acuerdo final de las partes y reemplaza todos los acuerdos, negociaciones o declaraciones anteriores, ya sean escritos u orales, relacionados con el arbitraje de reclamos cubiertos por el presente. <u>Mediante la emisión de este Acuerdo, la compañía acuerda quedar vinculada por él sin firmarlo.</u> Nada de lo que contiene este Acuerdo constituye un contrato expreso ni implícito de empleo por un plazo de tiempo definido. Tampoco modifica ninguna relación de empleo a voluntad entre el empleado y la compañía. VII. <u>Opción de excluirse</u> El arbitraje no es una condición obligatoria del empleo. El empleado puede optar por excluirse enviando por correo postal de EE. UU. con acuse de recibo dentro de los 30 días calendario siguientes a la firma de este Acuerdo una notificación escrita de su intención de optar por excluirse a: LE Farm Management, Inc. Attn: Legal Department 3851 Fruitvale Ave. Bakersfield, CA 93308 Si la compañía no recibe la notificación escrita de la intención de optar por excluirse dentro del plazo de 30 días calendario, las partes
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or opt out of this Agreement. By signing below, Employee acknowledges that Employee understand the option to opt out of the Agreement pursuant to this paragraph and that a failure to timely submit the opt out notice and remaining in the employment of the Company after that date will be deemed an acceptance of the Agreement. THIS CONTRACT IS A BINDING ARBITRATION AGREEMENT WHICH MAY BE ENFORCED BY THE PARTIES. BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE RECEIVED AND READ, OR HAVE HAD THE OPPORTUNITY TO READ, THIS ARBITRATION AGREEMENT. I AGREE TO THIS ARBITRATION AGREEMENT AND I UNDERSTAND THAT THIS ARBITRATION AGREEMENT REQUIRES THAT DISPUTES THAT INVOLVE THE MATTERS SUBJECT TO THE AGREEMENT BE SUBMITTED TO ARBITRATION PURSUANT TO THIS ARBITRATION AGREEMENT RATHER THAN TO A JUDGE AND JURY IN COURT. _____ Employee Signature Date	quedarán vinculadas por este Acuerdo. El empleado no sufrirá represalias por ejercer su derecho de presentar reclamos u optar por excluirse de este Acuerdo. Mediante su firma a continuación, el empleado reconoce que entiende la opción de excluirse del Acuerdo de conformidad con este párrafo y que, si no presenta una notificación de su opción de excluirse de forma oportuna y continúa trabajando para la compañía después de dicha fecha, se considerará que ha aceptado el Acuerdo. ESTE CONTRATO ES UN ACUERDO DE ARBITRAJE VINCULANTE QUE PUEDE SER EJECUTADO POR LAS PARTES. MEDIANTE MI FIRMA A CONTINUACIÓN, RECONOZCO QUE HE RECIBIDO Y LEÍDO, O HE TENIDO LA OPORTUNIDAD DE LEER, ESTE ACUERDO DE ARBITRAJE. ACEPTO ESTE ACUERDO DE ARBITRAJE Y ENTIENDO QUE ESTE ACUERDO DE ARBITRAJE REQUIERE QUE LAS DISPUTAS RELACIONADAS CON LOS ASUNTOS SUJETOS AL ACUERDO SE PRESENTEN A ARBITRAJE, DE CONFORMIDAD CON ESTE ACUERDO DE ARBITRAJE, EN LUGAR DE PRESENTARSE ANTE UN JUEZ Y JURADO EN EL TRIBUNAL. _____ Firma del empleado Fecha
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