



## 1. Who is covered by the Settlement?

This Notice of Class Action Settlement (“Notice”) explains your right to share in the monetary proceeds of this Settlement, exclude yourself (“opt-out”) of the Settlement, or object to the Settlement.

The United States District Court for the District of New Jersey (“the Court”) presides over this Litigation, which was filed by Plaintiffs Anibal Mejias, Dennis Minter, Jerry Fuller, and Jose Pena (“Plaintiffs”) against Defendant Goya Foods, Inc. (“Goya” or “Defendant”). This is a “class action” lawsuit on behalf of the following group of individuals: *All truck drivers who performed work for Goya in the State of New Jersey and were designated as independent contractors or owner operators between July 18, 2013 and February 1, 2024*. The Settlement Class excludes any truck drivers who have executed Arbitration Agreements with Goya as of February 1, 2024.

The 73 people described above are called “Settlement Class Members.” **You are receiving this Notice because it is believed that you are a Settlement Class Member.** If someone who would otherwise be a Settlement Class Member is deceased, their estate is the Settlement Class Member.

Because the Litigation has been settled, you are entitled to a cash settlement payment if the Court approves the Settlement as fair and reasonable. Your individual settlement payment amount is described below in Section 5. Please continue reading to learn more about the Litigation, the Settlement, and your options, including the option to sign an optional Amendment to your Independent Contractor’s Service Agreement, which contains an Arbitration Agreement and a class action waiver, for an additional \$2,500 payment. This optional Amendment, which is discussed in Section 13, does not impact your right to participate in this Settlement or Litigation.

## 2. What is alleged in the Litigation?

In the Litigation, the Plaintiffs claim they and the Settlement Class Members were misclassified as independent contractors rather than employees under New Jersey law. Plaintiffs claim that, as a result, they and other Settlement Class Members are entitled to unpaid overtime wages and are also entitled to recover deductions that were subtracted from their compensation by Goya. These deductions include, for example:

- Truck and equipment rentals
- Truck repairs and maintenance
- Permits and licenses
- Fuel
- Taxes, fees and tolls
- Insurance
- Returned or damaged products

The Parties have been involved in this Litigation since July 2019 and have completed extensive fact and expert discovery during that time. Specifically, the Parties have exchanged several rounds of written discovery, taken twenty-three (23) depositions, briefed numerous motions before the court, and exchanged six (6) expert reports in advance of class certification. Plaintiffs’ motion to certify the New Jersey Class is fully briefed before the Court.

The Parties also engaged in an extensive alternative dispute resolution process (“ADR”) which included three mediation sessions and a settlement conference before the Court. Only following the above efforts were the Parties able to agree to settle this action on behalf of the Settlement Class for \$5,125,000.00. Goya denies any wrongdoing. Goya claims that Plaintiffs and the Settlement Class Members were properly

classified as independent contractors, were treated appropriately under all laws, and are not required to be paid any additional amounts. Nonetheless, Goya has agreed to the settlement described herein to avoid further litigation and to focus its efforts on its business.

The Court did not decide in favor of the drivers or Goya. Instead, both sides agreed to a settlement. This avoids the risks and costs of trials while the drivers affected will have a chance to receive compensation. The Plaintiffs and their lawyers think the settlement is best for all Settlement Class Members.

### **3. What is a class action and who is involved?**

Certain laws allow multiple claimants to sue together for the same relief. For the state law claims, this is known as a class action.

In a class action, one or more people called Class Representatives or Plaintiffs (in this case Anibal Mejias, Dennis Minter, Jerry Fuller, and Jose Pena) sue on behalf of people who they contend have similar claims. The people together are a “Class” or “Class Members.” The company sued (in this case Goya) is called the Defendant.

In a class action, one court resolves the issues for everyone in the class—except for those people who choose to exclude themselves from the Settlement Class in the manner described in this Notice. People who do not exclude themselves and remain in the Class may not file their own lawsuit on the issues that were resolved in the class action. Page 5 of this Notice explains how to exclude yourself from the Class.

### **4. Why is there a settlement?**

The Judge has not decided who will win the lawsuit. So, all parties run the risk of losing.

***The settlement is a compromise.*** It allows both sides to avoid the costs, delays, and risks of further litigation and provides money to Plaintiffs and other Class Members.

In reaching this settlement, Goya denies that it violated any laws and continues to assert that its pay practices were and are entirely legal.

### **5. How much money will I recover under the Settlement?**

The Court will decide whether the Settlement should be approved as fair and reasonable. If the Court approves the Settlement, Goya will make a total settlement payment of \$5,125,000.00. If the Judge approves the requested legal fees, expenses, service awards, and notice and administration costs, a total of approximately \$3,142,150.00 will be available to the 73 Settlement Class Members. This amount is called the “Net Settlement Amount.”

Settlement Class Members’ individual settlement payments are determined as follows:

- Every Class Member who does not exclude themselves from the Settlement (“Eligible Class Member”) will receive a base payment of \$5,000.
- In addition, every Eligible Class Member will receive a *pro rata* share of the remaining amount of the Net Settlement Amount based on the total amount of deductions that they experienced between July 18, 2013 and February 1, 2024.
- As discussed in Section 13 below, because you also have the option to sign an Amendment to your

Independent Contractor’s Service Agreement containing an arbitration agreement with a class action waiver, and receive an additional \$2,500 from Goya. Signing this Amendment is **optional**. You do not need to sign the Amendment in order to collect your cash settlement payment, and doing so will not prevent you from participating in this Settlement or Litigation.

According to Goya’s data, you, <<first name>> <<last name>>’s settlement payment is estimated to be approximately <<\$PaymentAmount>>. This is an estimate only and may not reflect the actual amount you receive. Rather, your actual amount will be calculated based on the number of individuals who do not opt out of the settlement and may exceed this amount.

If you receive a payment, you will receive an IRS 1099 Form, except that no IRS Form 1099- MISC will issue to Eligible Class Members who contracted with Goya through an LLC, C-Corp, or S-Corp and whose corporate entity remains in effect. It is your own responsibility to determine the amount of taxes that you will owe on your settlement payment.

Please remember that the above settlement payments will be made only if the Court approves the Settlement as fair and reasonable.

If you have any questions about the determination of your payment amount, please call the Settlement Administrator listed in Section 14.

**6. How can I receive a settlement payment?**

If the Court approves the Settlement, you will automatically be entitled to receive a settlement payment.

If your address at the top of this Notice is not correct, please complete this information online at: [www.NewJerseyGoyaDriverSettlement.com](http://www.NewJerseyGoyaDriverSettlement.com)

**7. What claims am I releasing in the Settlement?**

If you do not exclude yourself from the settlement by following the procedures in Section 8, you will release and forever discharge Goya (as well as its past and present parents, subsidiaries, affiliates and joint venturers and each of their past and present directors, officers, agents, employees, lawyers, benefit plans and plan administrators, and each of their successors and assigns) (“Released Parties”) from any and all claims, obligations, demands, actions, rights, causes of action and liabilities, whether known or unknown, against Released Parties that were or could have been asserted in the Complaint based on the facts alleged during the Relevant Time Period through May 8, 2024 for any and all damages (whether under federal, state, or local law or regulation, common law, contract or in equity) arising from or related to the alleged misclassification of Plaintiffs and the Settlement Class as independent contractors including, but not limited to, claims for alleged unpaid wages, unlawful deductions, failure to pay minimum wages, overtime compensation, liquidated or other damages, unpaid costs or reimbursements for expenses (including, but not limited to, equipment, insurance, mileage, truck rentals, or any other cost or expense allegedly borne, arising from or related to the services rendered as described in the Complaint), restitution or other compensation or relief arising under the New Jersey Wage Payment Law, N.J.S.A. 34:11-4.1, et seq. (“NJWPL”), the New Jersey Wage and Hour Law, N.J.S.A. 34:11-56a, et seq. (“NJWHL”), and any other New Jersey state, county or municipal laws, ordinances, or regulations regarding wages, wage payments, expense reimbursement, hours of work wage and hour laws, city ordinances, or contract, state common law or equity claims (including unjust enrichment or quantum meruit).

If you have any questions about this release, please call the law firms listed in Section 10.

**8. How do I exclude myself from this Settlement?**

If you do not want to participate in the Settlement, then you must take steps to exclude yourself.

To exclude yourself, you must send a letter or email stating: “I wish to be excluded from the settlement of the Goya Litigation.” You must include your signature, printed full name, address, and phone number. To be valid, your exclusion request must be postmarked or emailed no later than February 10, 2025 and must be mailed or emailed to: Goya Driver Settlement c/o Atticus Administration PO Box 64053 St. Paul, MN 55164, [NewJerseyGoyaDriverSettlement@atticusadmin.com](mailto:NewJerseyGoyaDriverSettlement@atticusadmin.com).

If you exclude yourself from the Settlement, you will not receive any cash payment, you will not be legally bound by the Settlement, and you will not waive or release any legal claims against Goya.

**9. How do I object to the Settlement?**

If you wish to object to the Settlement, you must submit a written statement to Goya Driver Settlement c/o Atticus Administration, PO Box 64053 St. Paul, MN 55164, objecting to the Settlement. The statement must state the factual and legal grounds for your objection to the Settlement. Your objection must state your full name, address, telephone number, and email address (if applicable), and must be signed by you.

If you submit a written objection, you may also, if you wish, appear at the Final Approval Hearing to discuss your objection with the Court and the parties to the Litigation. Your written objection must state whether you will attend the Final Approval Hearing, and your written notice of your intention to appear at the Final Approval Hearing must be mailed to the Settlement Administrator prior to the Notice Deadline. To be heard at the Final Approval Hearing you must also not have opted out of the Settlement. If you wish to object to the Settlement but fail to return your timely written objection in the manner specified above, you shall be deemed to have waived any objection and shall be foreclosed from making any objection to the Settlement. The postmark date of mailing to the Settlement Administrator shall be the exclusive means for determining that an objection is timely mailed.

**10. Do I have a lawyer?**

Class Counsel for Plaintiffs and the Settlement Class Members are represented by the following law firms:

Shanon J. Carson  
Alexandra K. Piazza  
Julie Pollock  
**Berger Montague PC**  
1818 Market Street, Suite 3600  
Philadelphia, PA 19103  
Telephone: (215) 875-3033  
Email: [apiazza@bm.net](mailto:apiazza@bm.net)

David Cassidy  
Yelena Kofman-Delgado  
**Vlasac & Shmaruk LLC**  
1989 Arena Drive  
Hamilton, NJ 08610  
Telephone: (609) 599-3400

Lawyers from these law firms are available to answer any questions about the lawsuit and settlement free of charge and in strict confidence.

**11. How is Class Counsel being paid?**

You will not pay any legal fees or expenses out of your individual settlement payment described above in Section 5. Rather, Class Counsel will ask the Court to award them up to thirty-five percent (35%) of the

Gross Settlement Amount plus reimbursement of their out-of-pocket costs spent to prosecute the Litigation in an amount not to exceed \$125,000. Class Counsel will also ask the Court to award the four Named Plaintiffs an additional \$15,000 each in exchange for their time and services in bringing the lawsuit and to the Settlement Class. The Court has not yet decided whether it will approve the requested attorneys' fees, expenses, and Service Awards.

## **12. When is the Final Approval Hearing?**

The Judge will hold a final approval hearing to decide whether to approve the settlement. You are not required or expected to attend that hearing, but you are welcome to attend.

During the final approval hearing, the Court will consider whether the payments to the Settlement Class Members are fair and reasonable and should be approved. The Court will also consider the fairness and reasonableness of the requested attorneys' fees, out-of-pocket expenses, and Service Awards. In making this decision, the Court will consider any written objections to the Settlement and will hear from any individuals (or their legal representatives) who wish to be heard and who file written objections in the timeframe required as set forth in Section 9 above.

The hearing will take place on March 25, 2025 at 10:00 a.m. in Courtroom 8 of the United States District Court for the District of New Jersey located at 2 Federal Square, Newark, New Jersey. The Court may change the hearing date/time without further notice.

## **13. Option to Sign an Amendment to Your Independent Contractor's Service Agreement Containing an Arbitration Provision and Class Action Waiver**

As discussed above, Goya is also giving Current Drivers the option to sign an Amendment to their Independent Service Provider's Agreement. It is your choice whether you wish to accept the Amendment, and doing so will not impact your ability to participate in this Settlement or Litigation. The Amendment contains an "Arbitration Agreement" under which both you and Goya agree to resolve any disputes that may arise between you in arbitration on an individual basis instead of in court. This means that if you sign the Amendment, you will not be able to join or participate in a future class action lawsuit aside from this Litigation, but rather would have to raise any claims individually in arbitration. A class action lawsuit is when one or more individuals brings a lawsuit on behalf of a larger group of individuals.

Importantly, this Amendment and Arbitration Agreement is being offered to you on a voluntary basis for an additional \$2,500 in addition to your settlement payment. You are not required to sign the Amendment and Arbitration Agreement to collect your settlement payment. You may choose not to sign the Amendment.

### Helpful Information to Understanding the Arbitration Agreement

- Arbitration is a process of private dispute resolution that does not involve the courts, a judge or a jury. Instead, the parties' dispute is decided by a neutral person called an "arbitrator" who is selected by the parties.
- In arbitration, you can recover the same damages you could otherwise recover in court if you win.
- Under the Arbitration Agreement, Goya has agreed to pay for all fees and costs that are typically associated with arbitration. However, just like a judge in court, the arbitrator has authority to award the prevailing party (winning party) arbitration filing costs and, in some cases, attorney's fees to the extent permitted by applicable law.

- You may choose to reject the Amendment with Arbitration Agreement and continue to work under your current Independent Service Provider’s Agreement. Or, you may accept the Amendment. Goya may not retaliate against any drivers who choose not to sign the Amendment with Arbitration Agreement. However, if you sign the Amendment, you will not be able to bring, join or participate in any future class or collective action lawsuit against Goya and/or its affiliates, with the exception of this pending Litigation. Rather, you will have to bring any claims you may have on an individual basis only in arbitration.

This signed Amendment and Attached Arbitration Agreement must be received by the Settlement Administrator by February 10, 2025, in order to receive the additional \$2,500 payment. A self-addressed stamped envelope is included for your convenience should you wish to execute and return this Amendment. Goya will then also sign the Amendment and then provide you with a fully-executed copy. The Amendment is provided here in both English and Spanish.

**14. How do I obtain more information?**

If you need more information or have any questions, you may contact the Settlement Administrator at the telephone number or email address listed below or Class Counsel listed above. Please refer to the Goya Driver Settlement.

Goya Driver Settlement  
c/o Atticus Administration  
PO Box 64053  
St. Paul, MN 55164  
1-888-616-7892

[NewJerseyGoyaDriverSettlement@AtticusAdmin.com](mailto:NewJerseyGoyaDriverSettlement@AtticusAdmin.com)

This Notice only summarizes the Litigation, the Settlement, and related matters. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is available through the Settlement Administrator and publicly accessible and on file with the Court. You may inspect the Court’s files at the Office of the Clerk located at the United States District Court for the District of New Jersey (Newark Division), Martin Luther King Building & U.S. Courthouse, 50 Walnut Street Room 4015, Newark, NJ 07101, from 9:00 a.m. to 4:00 p.m., Monday through Friday.

**PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR GOYA FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.**

## AMENDMENT TO INDEPENDENT CONTRACTOR'S SERVICE AGREEMENT

### THIS AMENDMENT CONTAINS AN ARBITRATION AGREEMENT

Whereas, Goya Foods, Inc. ("GOYA") and Independent Contractor Driver ("CONTRACTOR") (collectively "Parties") have previously entered into an Independent Contractor's Service Agreement ("Agreement") pursuant to which CONTRACTOR agreed to perform services as an independent contractor for GOYA;

Whereas, the Parties agree that it is desirable to submit any claims and disputes between them to binding arbitration on an individual basis in order to resolve any such claims or disputes in an efficient manner and to allow an arbitrator to award all relief available under the law; and

Whereas, the Parties agree that certain other changes to the Agreement are mutually beneficial.

Therefore, in consideration of these promises, and the payment of Two Thousand Five Hundred Dollars (\$2,500), the receipt and sufficiency of which is hereby acknowledged, and the terms contained herein, the Parties mutually agree as follows:

1. To the extent CONTRACTOR has any of the following provisions in his/her/its Agreement, they are hereby deleted in their entirety:
  - a. Paragraph 10- Term of Agreement; Termination
  - b. Paragraph 13(e)- New Jersey Law and Jurisdiction
2. The following Choice of Law provision is hereby incorporated into the Agreement:

**Choice of Law:** Except as otherwise provided in Exhibit 1 (the Arbitration Agreement), this Agreement shall be governed by and construed in accordance with the laws of the state where CONTRACTOR resides both as to interpretation and performance, without regard to such state's conflict-of-laws rules.

3. The following Breach of Contract and Termination of Agreement provisions are hereby incorporated into the Agreement.

**Term:** This Agreement shall continue for a one-year period commencing with the date first above written unless terminated earlier under the terms and provisions hereinafter set forth. This Agreement shall be automatically renewed for successive one (1) year periods unless either party notifies the other in writing of its intention not to renew at least thirty (30) calendar days prior to the expiration of the initial or any successive term of the Agreement or the Agreement is terminated under the terms and provisions hereinafter set forth.

**Non-Curable Breach:** GOYA may terminate this Agreement upon twenty-four (24) hours' written notice and CONTRACTOR shall have no right to cure if CONTRACTOR'S failure of performance involves criminal activity, threatens public or private health or safety, threatens to do substantial harm to GOYA'S business, trademarks or reputation, or involves dishonesty or theft.

**Curable Breach:** In any event of failure of performance by CONTRACTOR, GOYA must give CONTRACTOR ten (10) calendar days written notice within which CONTRACTOR may cure CONTRACTOR'S failure of performance. If CONTRACTOR does not cure such failure of performance within this ten (10) day period, GOYA may thereafter terminate this Agreement and

CONTRACTOR shall have no further right to cure. Furthermore, the parties agree that repeated violations, even if cured, constitute a chronic failure of performance and threaten substantial harm to GOYA'S business, trademarks or reputation, and in such event GOYA shall be entitled to terminate this Agreement immediately and CONTRACTOR shall have no further right to cure.

4. The following Voluntary Mediation provision is hereby incorporated in the Agreement:

**Voluntary Mediation:** The Parties may mutually agree to resolve any claims or disputes between them through voluntary mediation. If the Parties agree to mediation, they agree to attempt in good faith and employ their best efforts to resolve any claim or dispute promptly through mediation. The mediation shall be attended by representatives of GOYA and CONTRACTOR who have the authority to settle and resolve the claim or dispute. Such mediation shall be initiated upon written notice from one Party to the other describing any such claim or dispute that has not been resolved in the ordinary course of business between them. The Parties should thereafter mutually agree upon a mediator and meet at a mutually acceptable time and place to exchange relevant information and attempt to resolve the claim or dispute. The Parties should disclose the identity of the individuals expected to attend any mediation meeting or meetings at least three (3) business days prior to the meeting. The Parties shall continue to resolve any claims or disputes through mediation until: (1) a written resolution of the claim or dispute is reached through settlement by the Parties, (2) the mediator informs the Parties in writing that further efforts would not be productive or useful, (3) the Parties agree in writing that further efforts would not be productive, or (4) sixty (60) calendar days elapses from the commencement of mediation without resolution. If the claim or dispute is not resolved in mediation, the Parties agree that to pursue the claim or dispute further, they must do so pursuant to the Mandatory and Binding Arbitration clause set forth below.

4. The following Mandatory and Binding Arbitration provision is hereby incorporated in the Agreement:

**Mandatory and Binding Arbitration:** All claims, disputes, and controversies arising out of or in any manner relating to this Agreement, any other agreement executed in connection with this Agreement, or to the performance, interpretation, application or enforcement hereof, including, but not limited to breach and/or termination hereof, or arising out of any other association CONTRACTOR may have with GOYA, which has not been resolved pursuant to any voluntary negotiation and mediation shall be submitted to individual binding arbitration in accordance with the terms and conditions set forth in the Arbitration Agreement attached hereto as **Exhibit 1**, excepting only such claims, disputes, and controversies as specifically excluded therein.

8. Should any portion, word, clause, sentence or paragraph of this Amendment be declared void or unenforceable, including the Arbitration Agreement attached hereto, such portions shall be modified or deleted in such a manner as to make this Agreement as modified legal and enforceable to the fullest extent permitted under applicable law.
9. Except as specifically set forth herein, the Agreement, including any prior amendments thereto, remains in full force and effect except as specifically amended by the terms herein. Such Agreement, including any prior amendments thereto, and this Amendment set forth the entire agreement between the Parties as of the date this Amendment is executed and may not be modified except by written agreement of the Parties or as otherwise set forth in the Agreement.
10. By signing below, the Parties agree that this Amendment has been translated into Spanish for ease of reference. However, in the event of any ambiguity between the English and Spanish versions, the English version shall apply and control.

The Parties acknowledge that each has executed this Amendment voluntarily, that each understands the provisions herein, and that no promise or inducement not contained herein has been made regarding this Amendment.

CONTRACTOR, individually and on behalf of any business entity through which he or she performs services under the Agreement

GOYA

By: \_\_\_\_\_  
(Business Name- Print)

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Owner's Name and Title- Signed)

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS: \_\_\_\_\_

**EXHIBIT 1**  
**ARBITRATION AGREEMENT**

The Parties agree that any claim, dispute, and/or controversy except as specifically excluded herein, that either CONTRACTOR (which includes its owner or owners, directors, officers, members, managers, employees, and agents) may have against GOYA (and/or its affiliated companies, and its and/or their directors, officers, managers, employees, and agents and their successors and assigns) or that GOYA or its affiliates, may have against CONTRACTOR (or its owners, directors, officers, managers, members, employees, and agents), arising from, related to, or having any relationship or connection whatsoever with the Independent Contractor Service Agreement between CONTRACTOR and GOYA (“Agreement”), including the termination of the Agreement, services provided to GOYA by CONTRACTOR, or any other association that CONTRACTOR may have with GOYA (“Covered Claims”) shall be submitted to and determined exclusively by binding arbitration before a single arbitrator under the Federal Arbitration Act (9 U.S.C. §§ 1, et seq.) (“FAA”) in conformity with the Commercial Arbitration Rules of the American Arbitration Association (“AAA” or “AAA Rules”), or any successor rules, except as otherwise agreed to by the Parties and/or specified herein. AAA’s Rules are available on AAA’s website ([www.adr.org](http://www.adr.org)).

GOYA shall pay for all arbitration filing fees and costs that are customarily associated with AAA arbitration, subject to the Arbitrator’s authority to award fees and costs to the prevailing party as permitted under applicable law. Each Party may be represented by legal counsel of their own choosing. Each party shall pay its own attorneys’ fees, provided that an Arbitrator may award attorney’s fees and costs to the prevailing Party under any applicable statute or written agreement. The arbitration shall be subject to the same burdens of proof and statutes of limitations as if the Covered Claims were being heard in court. The Arbitrator shall issue a written decision, including findings of fact and conclusions of law, within forty-five (45) days of the later of: (1) the arbitration hearing; or (2) submission of the Parties’ post-arbitration briefs. The Arbitrator shall have the authority to award the same damages and other relief that would have been available in court pursuant to applicable law. Subject to the Parties’ right to appeal, the decision of the arbitrator will be final and binding.

All Covered Claims against GOYA must be brought by CONTRACTOR on an individual basis only and not as a plaintiff or class member in any purported class, collective, representative, or multi-plaintiff action. CONTRACTOR expressly waives any right to initiate, maintain, join, or recover any relief from any such class, collective, representative, or multi-plaintiff action. Similarly, all Covered Claims by GOYA against CONTRACTOR may not be brought as a plaintiff or class member in any purported class, collective, representative, or multi-plaintiff action. The Arbitrator shall not consolidate claims of different contractors into one proceeding, nor shall the Arbitrator have the power or authority to hear arbitration as a class, collective, representative, or multi-plaintiff action. The Arbitrator may award damages on an individual basis only. **By agreeing to this binding arbitration agreement, the Parties waive any right to a bench or jury trial in court on any Covered Claim.**

Any dispute concerning the validity or enforceability of this prohibition against class, collective, representative, or multi-plaintiff action arbitration shall be decided by a court of competent jurisdiction, and no arbitrator shall have any authority to consider or decide any issue concerning the validity or enforceability of such prohibition. Any issues concerning arbitrability of a particular issue or claim under this Arbitration Agreement (except for those concerning the validity or enforceability of the prohibition against class, collective, representative, or multi-plaintiff action arbitration and/or applicability of the FAA) shall be resolved by the arbitrator, not a court. In any case in which (1) the dispute is filed as a class, collective, representative, or multi-plaintiff action and (2) there is a final judicial determination that all or part of the class action waiver is unenforceable, the class, collective, representative, or multi-plaintiff litigation must be litigated in a civil court of competent jurisdiction, and not in arbitration.

The Arbitrator shall have the authority to consider and rule on dispositive motions. The Arbitrator will allow the parties to conduct adequate discovery including, but not limited to, issuing subpoenas to compel the attendance of witnesses at the arbitration hearing; serving written discovery; compelling the production of documents during discovery; and taking depositions.

Covered Claims under this Arbitration Agreement include, but are not limited to: statutory claims, breach of contract claims, any claims challenging the independent contractor status of CONTRACTOR, claims alleging that CONTRACTOR was misclassified as an independent contractor, any other claims premised upon CONTRACTOR's alleged status as anything other than an independent contractor, tort claims, discrimination claims, retaliation claims, and claims for alleged unpaid compensation, civil penalties, or statutory penalties under either federal or state law.

This Arbitration Agreement does not cover claims relating to whistleblowers and/or unlawful retaliation arising under the Sarbanes-Oxley Act; disputes involving any ERISA-based benefit plans that provide for arbitration; or any other claim that must be excluded from arbitration by applicable federal or state law. This Arbitration Agreement also does not preclude either CONTRACTOR or GOYA from seeking provisional remedies in court pending arbitration such as temporary restraining orders or preliminary injunctions in accordance with applicable law.

Nothing in this Arbitration Agreement is intended to affect or limit CONTRACTOR's right to file an administrative charge or otherwise seek relief from any administrative or federal or state government agencies (although if CONTRACTOR chooses to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Arbitration Agreement).

Subject to applicable law limiting confidentiality, the Parties agree that arbitration proceedings under this Arbitration Agreement are to be treated as confidential. The Parties agree that neither they nor their counsel will reveal or disclose the substance of the arbitration proceedings, or the result, except as required by law. The Parties may, however, disclose such information to their legal representatives, accountants, tax advisors, or members of their immediate families as necessary so long as they agree to maintain such information in strict confidence. GOYA may also disclose such information to individuals in affiliated companies for legal reporting purposes and other legitimate business reasons.

Any request for arbitration must be in writing and provided to the other party and to AAA by certified or registered mail, return receipt requested, within the time period provided for by the statute(s) of limitations applicable to the claim(s) asserted. The request must set forth a statement of the nature of the dispute, including the alleged act or omission at issue; the names of all persons involved in the dispute who are known to the claimant at the time of filing; the amount in controversy, if any; and the remedy or remedies sought.

**CONTRACTOR acknowledges that this is an important document that affects his/her/its legal rights and that the CONTRACTOR has been given the opportunity to discuss this Arbitration Agreement with private legal counsel.** If any provision of AAA's Rules or of this Arbitration Agreement are determined to be unlawful, invalid, or unenforceable, such provisions shall be modified or deleted in such manner as to make the AAA Rules or this Arbitration Agreement legal and enforceable to the fullest extent permitted under applicable law. This Arbitration Agreement may be modified or terminated by GOYA after thirty (30) days written notice to CONTRACTOR. Any modifications or terminations shall be prospective only and shall not apply to any claims or disputes that are pending in arbitration or that have been initiated by either party pursuant to the AAA Rules. The Parties also agree that nothing herein is intended to, or does, affect or otherwise change the independent contractor relationship between them and that adequate and sufficient consideration has been provided for in this Arbitration Agreement, including but not limited to as set forth in the Agreement executed concurrently herewith and each party's promise to resolve their claims by arbitration. Finally, this Arbitration Agreement is the complete agreement of the Parties on the subject of arbitration of disputes and supersedes any prior or contemporaneous oral or written agreement or understanding on the subject. Any agreement contrary to the foregoing must be in writing signed by GOYA and CONTRACTOR.

This Arbitration Agreement shall be governed by the Federal Arbitration Act to the fullest extent permitted by private agreement, regardless of whether the FAA would apply in the absence of the Parties' agreement that it does apply. The Parties further agree that if any court determines that the FAA does not apply for any reason (notwithstanding the Parties' express adoption of the FAA and agreement that it shall apply), then this Arbitration Agreement shall be governed by the law of the state where CONTRACTOR resides, it being the express intent of the parties to allow for individual arbitration of claims to the maximum extent possible. If neither the FAA nor the law of the state where

CONTRACTOR resides are held to apply or allow for individual arbitration, the laws of New Jersey shall apply, that being the state where Goya is headquartered.<sup>1</sup>

**CONTRACTOR acknowledges that it has received and read and specifically agrees to be bound by this Arbitration Agreement. CONTRACTOR understands that this Arbitration Agreement requires that disputes that involve matters subject to the Agreement be submitted to arbitration pursuant to the Arbitration Agreement rather than to a judge or jury in court and that such disputes must be brought on an individual basis only.**

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

Date: \_\_\_\_\_  
(Accepted & Effective)

GOYA

By: \_\_\_\_\_

Its: \_\_\_\_\_

CONTRACTOR, individually and on behalf of any business entity through which he or she performs services under the Agreement.

By: \_\_\_\_\_  
Business Name (Print)

By: \_\_\_\_\_  
Owner's Name and Title (Signed)

WITNESS: \_\_\_\_\_

---

<sup>1</sup> To the extent the law of the state where CONTRACTOR resides is deemed to apply, the parties agree to and incorporate the attached State Law Addendum.

## State Law Addendum

### Arizona

To the extent Arizona law is deemed to apply, whether because the Federal Arbitration Act (“FAA”) is deemed to not apply or otherwise, the parties elect arbitration under the Arizona Revised Uniform Arbitration Act and, to the fullest extent permitted under law, the parties specifically waive any non-applicability provisions set forth therein.

### Illinois

To the extent Illinois law is deemed to apply, whether because the FAA is deemed to not apply or otherwise, the parties agree that arbitral proceedings shall take place in the state of Illinois.

### Kentucky

To the extent Kentucky law is deemed to apply, whether because the FAA is deemed to not apply or otherwise, the parties agree that arbitral proceedings shall take place in the state of Kentucky.

### Maryland

To the extent Maryland law is deemed to apply, whether because the FAA is deemed to not apply or otherwise, the parties agree that the Maryland Uniform Arbitration Act shall apply.

### Missouri

To the extent Missouri law is deemed to apply, whether because the FAA is deemed to not apply or otherwise, the parties agree that arbitral proceedings shall take place in the state of Missouri.

### New Hampshire

To the extent New Hampshire law is deemed to apply, whether because the FAA is deemed to not apply or otherwise, the parties agree that Chapter 542 of the New Hampshire Revised Statutes Annotated shall apply.

### South Carolina

To the extent South Carolina law is deemed to apply, whether because the FAA is deemed to not apply or otherwise, the parties agree that arbitral proceedings shall take place in the state of South Carolina.