<<EmployeeName>> CPT ID: <<ID>>
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BIMBO FOODS BAKERIES DISTRIBUTION, LLC ARBITRATION AGREEMENT

THIS ARBITRATION AGREEMENT ("Agreement") is made effective January 20, 2027 ("Effective Date"), by and between Bimbo Foods Bakeries Distribution, LLC, with its principal office at 5525 N. MacArthur Blvd, Suite 850, Irving, TX 75038, and with an email address of Contract.Notices@grupobimbo.com ("Bakery"), and <<Address1>><<Address2>>, conducting business at <<City>>, <<State>> <<Zip>>, and with an email address of <<Email>> ("Distributor").

NOW THEREFORE, in consideration for good and valuable consideration, including not only the mutual arbitration commitment of the parties to this Agreement but also as an express condition approved by a federal court for the substantial payment received in connection with the *Munoz, et al. v. Earthgrains Distribution LLC, et al.*, United States District Court for the Southern District of California Court Case No. 3:22-cv-01269-AJB-AHG class action, the receipt and sufficiency of which is hereby acknowledged, Distributor and Bakery mutually agree as follows:

I. DEFINITIONS. For all purposes of this Agreement and in addition to any additional terms defined herein, the following capitalized terms have the following meanings:

A. **Bakery Entity** means any and all of Bakery's affiliated parties and entities, all of its past and present affiliates, parents, divisions, and subsidiaries, and each of their predecessors, successors, and assigns, and for all such entities each of their respective past and present owners, members, shareholders, insurers, benefit plans, plan administrators, directors, officers, employees, partners, and representatives.

B. **Dispute** means any and all disagreements, controversies, claims, assertions of rights, assertions of violations, causes of action or other disputes in any way relating to, arising out of or in connection with this Agreement, the Distribution Agreement, or any aspect of the relationship of the parties and/or their affiliates, employees or representatives, of whatever nature or kind as further defined and categorized as a Covered Dispute or Excluded Dispute.

C. **Distribution Agreement** means the contract between the Distributor and Bakery or one of its predecessors, subsidiaries, or affiliates governing sales or sales areas or sales centers located in California.

D. **Guarantor** means a share or membership holder of Distributor that owns more than 50% of the ownership interest in Distributor in their personal/individual name; Guarantor also executed the Distributor's Distribution Agreement and personally guarantees all of Distributor's obligations under this Agreement as stated below.

II. BINDING MUTUAL ARBITRATION. If the parties are unable to resolve a Covered Dispute (defined below) through informal resolution, the party initiating the Covered Dispute must initiate mandatory **binding arbitration**, by filing a complaint on an individual basis with the American Arbitration Association ("AAA"). The interpretation and enforcement of this Agreement, including as to the arbitrability of disputes, is governed by the Federal Arbitration Act (the "FAA"), including procedures such as staying any claims or action in court and enforcement of arbitration awards. To the extent the FAA is found to be inapplicable by a court or arbitrator, this arbitration agreement will be enforceable under applicable state law and governed by the procedural law relevant to arbitration agreements in the state in which the Covered Dispute arose. Notwithstanding the previous sentence, a court of competent jurisdiction may compel arbitration under the state law where the Covered Dispute arose if it is uncertain about the applicability of the FAA or unable to decide the FAA's applicability without discovery. This agreement to arbitrate applies with respect to all Covered Disputes, whether initiated by Distributor or Guarantor or Bakery or Bakery Entity.

III. COVERED DISPUTES. Except for the Excluded Disputes (defined below), "Covered Disputes" include any and all Disputes between Distributor or Guarantor on the one hand and Bakery and/or Bakery Entity on the other hand (including any counterclaims or third-party claims that may be asserted against Guarantor or Distributor) arising out of or in any way relating to this Agreement or the parties' relationship as governed by the applicable Distribution Agreement or the end of that relationship, including any claims or disputes relating to any assertion of any employment relationship between Distributor (and/or its employees, contractors, owners or representatives) and Bakery and/or any Bakery Entity;

claims for breach of the Distribution Agreement or other contract between the parties; tort, defamation and other common law claims; wage and hour and/or wage payment claims, including any claims or disputes under the California Private Attorneys General Act ("PAGA") based on allegations that Distributor or Guarantor personally sustained wage and hour violations; claims related to intellectual property, trademarks or trade secrets; unfair competition claims; statutory discrimination, harassment, and retaliation claims; and claims arising under or relating to any federal, state or local constitution, statute or regulation, now or hereafter recognized. Covered Disputes include any dispute between Distributor or Guarantor and an employee, owner, Bakery Entity or other affiliate or alleged joint employer of Bakery arising out of services Distributor provides to Bakery, or Distributor's or Guarantor's relationship with Bakery, provided that such dispute relates to matters that are the subject of a Covered Dispute between Distributor or Guarantor and Bakery or Bakery Entity.

IV. **EXCLUDED DISPUTES**. The following disputes (collectively, "Excluded Disputes") are not subject to the mandatory dispute resolution process set forth in this Agreement: (i) applications for temporary or preliminary injunctive relief in aid of arbitration or for the maintenance of the status quo pending arbitration; (ii) claims for public injunctive relief; a court, not an arbitrator, shall decide whether a claim is for public or private injunctive relief, and any claims for private injunctive relief must be arbitrated on an individual basis; (iii) non-individual PAGA claims alleging Labor Code violations that an individual other than Distributor or Guarantor suffered, to the extent these PAGA claims cannot be waived under applicable law; (iv) claims for sexual harassment and/or sexual assault as defined by the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act (9 U.S.C. §§ 401, 402) if the claiming party elects to exclude such claims from arbitration under this Agreement; and (v) any claim that cannot be subject to mandatory arbitration under federal law or state law that is not preempted by the FAA. For the avoidance of doubt, claims against a party to this Agreement are not Excluded Disputes merely by being labeled "third-party" claims. Nothing set forth herein waives either party's right to file a charge or complaint with or to cooperate with any federal, state, or local administrative agency; however, any Covered Dispute that is not resolved through the federal, state or local administrative agency proceeding must be submitted to arbitration in accordance with this Agreement, except where expressly precluded by a federal statute or regulation.

V. **CLASS AND COLLECTION ACTION WAIVER**. TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISTRIBUTOR AND GUARANTOR AND BAKERY AND ANY BAKERY ENTITY AGREE ON ITS AND THEIR BEHALF AND ON BEHALF OF DISTRIBUTOR'S OWNERS TO WAIVE ANY RIGHT TO: (I) INITIATE OR MAINTAIN ANY COVERED DISPUTE ON A CLASS ACTION BASIS OR COLLECTIVE ACTION BASIS, EITHER IN COURT OR IN ARBITRATION, INCLUDING THE RIGHT TO A TRIAL BY JURY; (II) SERVE OR PARTICIPATE AS A REPRESENTATIVE OF ANY SUCH CLASS ACTION OR COLLECTIVE ACTION; (III) SERVE OR PARTICIPATE AS A MEMBER OF ANY SUCH CLASS ACTION OR COLLECTIVE ACTION; OR (IV) RECOVER ANY RELIEF FROM ANY SUCH CLASS ACTION OR COLLECTIVE ACTION. Distributor and Guarantor further agree that if it/they are included within any such class or collective action, it/they will take all steps necessary to opt-out of the action or refrain from opting in, as the case may be.

The parties hereto further agree that the arbitrator will have no power to adjudicate or award remedies including penalties for violations that a party to the arbitration did not personally experience, including, but not limited to, Excluded Disputes that are non-individual claims brought on behalf of other individuals pursuant to PAGA. The arbitrator has the power to award and must decide claims for penalties pursuant to PAGA for claimed violations the party personally experienced, and the arbitrator must decide disputes over whether the party personally experienced Labor Code violations, regardless of whether the party asserts an individual claim for penalties pursuant to PAGA.

The parties further agree that no arbitrator has authority to: (i) order, authorize, or permit any notice or information about an arbitration or any claims or defenses in an arbitration to be sent to any class or collective or representative group of persons other than the parties to the individual arbitration, provided that any party or the arbitrator may compel testimony of a witness or the production of documents, material or information (including information pertaining to potential witnesses) consistent with applicable arbitration rules or (ii) order or require either party to produce any kind of contact information for any class or collective or representative group of current or former distributors of Bakery or any Bakery Entity. The arbitrator only has authority to allow a Covered Dispute to be decided in arbitration on an individual basis.

Any issue concerning the validity or enforceability of the waiver in this Agreement, including the prohibition against class or collective action arbitration and the validity or enforceability of the prohibition against arbitration of non-individual PAGA claims, must be decided by a court of competent jurisdiction applying the FAA or applicable state law if the FAA is found not to apply, and no arbitrator has any authority to consider or decide any issue concerning the validity or enforceability of the waiver or the prohibition against arbitration of non-individual PAGA claims. Any other issue concerning arbitrability of a particular issue or claim pursuant to the arbitration agreement must be resolved by the arbitrator, not the court, including any issue related to whether a PAGA claim or dispute involves a Covered Dispute.

VI. **SELECTION AND RULES**. Except as specified below, Distributor, Guarantor, and Bakery agree that any arbitration of a Covered Dispute will be resolved by final and binding arbitration conducted pursuant to the FAA and under the auspices of the AAA and its Commercial Arbitration Rules ("AAA Commercial Arbitration Rules" available at www.adr.org, unless the AAA determines that the AAA Employment Rules should apply), or any successor rules, and will be conducted before a single arbitrator unless all parties to the arbitration agree otherwise in writing. Distributor, Guarantor, and Bakery agree that the arbitration will be held in or near the county in which Distributor operated under the Distribution Agreement, or in any other mutually agreed location. To the extent any of the terms, conditions or requirements of this Agreement conflict with the AAA Commercial or Employment Arbitration Rules or other applicable rules, the terms, conditions and requirements of this Agreement will govern. The arbitrator has the authority to resolve discovery disputes in a manner that allows the parties a fair opportunity to discover and present relevant and material evidence, notwithstanding any limitations on discovery set forth in the AAA Commercial Arbitration Rules. The arbitrator is required to issue a written award and opinion, and the award will be final and binding, and any judgment or award issued by an arbitrator may be entered in any court of competent jurisdiction. The arbitration is subject to the same burdens of proof and statutes of limitations as if the Covered Dispute was being heard in federal district court, and the parties may file and the arbitrator must hear and decide any timely motion permitted by the Federal Rules of Civil Procedure, including without limitation motions to compel discovery, motions for protective orders, motions to dismiss, motions for summary judgment, and motions in limine. The parties shall maintain the confidential nature of the arbitration proceedings to the extent necessary based on a legitimate commercial need or privacy interest and all hearings shall be closed except to the arbitrator and AAA staff, the parties, their legal representatives, any allowed transcriber of the proceedings, and non-parties testifying as witnesses, unless the parties mutually agree to additional attendees. Nothing in this confidentiality provision shall prohibit the parties from communicating with their legal representatives or witnesses about the arbitration proceedings or engaging in protected activity. The parties shall maintain the confidential nature of the award, except as may be necessary in connection with a judicial challenge to an award or judicial action for its enforcement, or unless otherwise required by law. No arbitration award or decision will have any preclusive effect as to any issues or claims in any other dispute, arbitration, or court proceeding involving persons who were not parties to the arbitration and may not be cited or referenced by any party in any such arbitration or court proceeding unless the parties involved in the other arbitration or court proceeding were also parties of the original case. However, if Distributor or Guarantor pursues a PAGA claim, the arbitrator's award or decision can be presented to a court by either party as a determination of whether or not and if so to what extent Distributor or Guarantor sustained Labor Code violations, including to determine whether and if so to what extent Distributor or Guarantor has standing as an "aggrieved employee" under PAGA.

VII. **REMEDIES**. Subject to the parties' right to seek confirmation or vacatur of an award under applicable law, the parties acknowledge and agree that the decision of the arbitrator will be final and binding on the parties and that the arbitrator is authorized to award any party the full individual remedies that would be available to such party if the Covered Dispute had been filed in a court of competent jurisdiction, including actual and reasonable attorneys' fees and costs, if any. The parties acknowledge and agree that as part of a party's costs, it may recover expert fees incurred to the same extent as it could in court. Distributor and Guarantor acknowledge and agree that, subject to any applicable fee-shifting provisions, it is responsible for the filing fee required to institute arbitration with the AAA up to the amount of the filing fee it would have incurred had it filed such Covered Dispute(s) in federal district court. Bakery (or Bakery Entity, as the case may be) is responsible for all additional arbitration filing fees, forum fees, and other fees and costs assessed by the AAA including the arbitrator's fees, subject to the arbitrator's exercise of its authority if authorized under applicable law to award Bakery (or Bakery Entity, as the case may be) costs and fees as the prevailing party or under Rule 11 of the Federal Rules of Civil Procedure, which will apply to Covered Disputes. In all instances, Distributor or Guarantor is responsible to pay for its/their own attorneys' fees and costs, subject to any applicable fee-shifting provisions.

VIII. **SEVERABILITY.** Without limiting any general severability provision of this Agreement, the parties understand and agree that if a court or arbitrator invalidates or refuses to enforce any term or portion of a term set forth in this Agreement, the remainder of this Agreement (including all portions of terms that are found valid and enforceable) will not be affected by such invalidity or unenforceability but will remain in full force and effect, except that if any portion of the class or collective action waiver or the prohibition against arbitration of non-individual PAGA claims is found invalid or unenforceable, in no event may a court or arbitrator order arbitration on a class or collective basis or arbitration of non-individual PAGA claims. Instead, any such affected claim must be litigated in court.

IX. **ENTIRE AGREEMENT**. This Agreement supersedes any other agreements executed between the parties with respect to the mandatory dispute resolution process set forth in this Agreement. This Agreement, together with the Distribution Agreement and Schedules and any other agreements executed by the parties, constitute the entire agreement between the parties and supersedes all prior agreements, discussions, negotiations, understandings, representations, conditions, warranties and covenants between them with respect to this subject matter. No promises, inducements or representations regarding this Agreement have been made by any party other than those set forth in the written and signed agreements between the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

SIGNATURES:

BAKERY:

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GUARANTOR ON BEHALF OF BOTH DISTRIBUTOR AND GUARANTOR INDIVIDUALLY:

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***On Behalf of* <<EmployeeName>>**