

CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT

This Confidential Settlement and Release Agreement (“Agreement”) is entered into between George Cambaliza (“You”) and Clear Channel Outdoor, LLC (the “Company”). You and the Company (together, the “Parties”) agree as follows:

1. Termination of Employment Relationship: Your employment relationship with the Company ended in July of 2022.

2. Consideration: In return for your promises in this Agreement, and provided that You sign and return this Agreement and do not revoke it, the Company will pay You the gross amount of \$20,000.00, inclusive of attorneys’ fees and costs, within ten business days after the Effective Date of this Agreement, allocated and payable as follows:

- (a) One check payable to You for alleged wage-based damages, in the gross amount of \$5,000.00, less applicable taxes and other authorized or required withholdings, for which an IRS Form W-2 will be issued to You; and
- (b) One check payable to You for your other alleged damages in the amount of \$15,000. You agree to complete IRS W-4 and W-9 forms as necessary. You acknowledge this payment is in addition to anything You would have received had You not signed this Agreement.

Amounts the Company is paying in consideration for the Agreement are not intended by either party to be treated, and will not be treated, as compensation for purposes of eligibility or benefits under any benefit plan of the Company.

The “Effective Date” occurs once You date, sign and return this Agreement, do not revoke it, and the Los Angeles Superior Court grants final approval of the Class and PAGA settlement with respect to the Action. The term “Action” is defined as the Operative Complaint in *Cambaliza v. Clear Channel Outdoor, LLC*, pending in Superior Court of the State of California, County of Los Angeles, Case No. 23STCV12339. This means that no payment will be made under this Agreement until the Court grants final approval of the settlement of the Action.

3. Indemnification: You shall be solely responsible for the payment of any federal, state, or local taxes arising out of the payment of monies under the Agreement that are not treated as wages. You agree to indemnify, defend, protect and hold the Company as well as its affiliates and their respective directors, officers, employees and agents harmless from any and all claims, demands, rights, damages, costs or expenses resulting from any liability or claim of liability for any amount assessed by or due by You to any federal, state, or local government or agency thereof, including but not limited to federal, state, and local withholding and income taxes and social security taxes, with respect to payments made by the Company to You as set out in this Agreement.

4. Full and Final Release: In exchange for the benefits provided by the Company under this Agreement, You fully and forever release and discharge the Company, its parent and sole member and affiliated entities, as well as all of their respective agents, attorneys, employees, officers, directors, shareholders, members, managers, employee benefit plans and fiduciaries, insurers,

successors, and assigns (“Released Parties”) from any and all claims and potential claims that may legally be waived by private agreement, whether known or unknown, which You have asserted or could assert against the Company arising out of or relating in any way to any acts, circumstances, facts, transactions, or omissions, occurring up to and including the date You sign this Agreement (“Claims”). You understand that You are releasing such Claims on behalf of yourself and all persons who could make Claims under, through or by You, such as your spouse, heirs, executors or assignees.

This release includes, but is not limited to, (i) any and all Claims arising under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967 (ADEA), the Family and Medical Leave Act (FMLA), the Employee Retirement Income Security Act (ERISA), the National Labor Relations Act (NLRA), the Pregnancy Discrimination Act, the Worker Adjustment and Retraining Notification Act, the Americans with Disabilities Act (ADA), the Uniformed Services Employment and Reemployment Rights Act (USERRA), any amendments to such laws, any other federal, state, or local constitution, charter, law, rule, ordinance, regulation, or order; (ii) Claims based on veterans status; (iii) Claims in equity or under common law including but not limited to claims for tort, breach of contract (express or implied, written or oral), wrongful discharge, defamation, emotional distress, and negligence; (iv) all Claims for discrimination, harassment, retaliation or other alleged claims related to your employment and termination (the “Released Claims”), with the exception of the Excluded Claims in paragraph 5 below.

With respect to the Released Claims only, You are releasing all rights under section 1542 of the California Civil Code. Section 1542 provides as follows:

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

5. Excluded Claims: Notwithstanding the foregoing, the Released Claims referenced herein and the waiver of Section 1542 do not extend or apply in any way to the wage and hour claims alleged in the Action, and specifically exclude all claims asserted in the said Action under the California Labor Code, the California Private Attorneys General Act, and the California Business and Professions Code (the “Excluded Claims”). The Released Claims shall not bar nor affect in any way the claims alleged and damages and relief sought in the Action, except as set forth in paragraph 3 above. Excluded claims also means any claims that cannot be waived as a matter of law such as a claim for workers compensation benefits. Nothing in this agreement will affect Plaintiff’s claim pending in his worker’s compensation claim 1357-WC-21-0000017.

6. Attorneys’ Fees/Medicare and Medicaid Interest: This Agreement settles and releases any and all claims for attorneys’ fees. This settlement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical treatment to Medicare or Medicaid in contravention of 42 U.S.C. §1395y(b). The Parties resolved this matter in compliance with both federal, state, and local law. The Parties made every effort to adequately

protect the interests of Medicare and Medicaid.

7. Non-Admission: This Agreement shall not be construed as an admission by the Company of any liability or acts of wrongdoing or unlawful conduct, nor shall it be considered to be evidence of such liability, wrongdoing, or unlawful discrimination.

8. Confidentiality of Agreement: You agree that You will maintain the confidentiality of this Agreement and will not disclose in any fashion the nature and terms of this Agreement and/or the substance or content of discussions involved in reaching this Agreement, except to your lawyers, accountants, tax advisors, or immediate family, or governmental agency without the prior written consent of an officer of the Company, except as necessary in any legal proceeding directly related your employment with the Company or the provisions and terms of this Agreement, to prepare and file income tax forms, or as required by court order after reasonable notice to the Company; and provided that You instruct the recipient(s) of the information (with the exception of a governmental agency), and such individuals agree not to disclose the terms of this Agreement. If You are asked about your non-wage and hour claims against the Company, You will state that your claims were resolved and shall not further characterize this settlement. If the Court overseeing the pending class action inquires about this Agreement, then Plaintiff and his counsel will disclose the agreement to the Court in camera.

9. Non-Disparagement: You agree not to make statements to clients, customers, and suppliers of the Released Parties or to other members of the public that are in any way disparaging or negative towards the Released Parties or their services. In response to any inquires, the Company agrees to provide You a neutral job reference with your last position and dates of employment only.

10. Liquidated Damages: You agree that the Confidentiality and Non-Disparagement provisions of the Agreement may be specifically enforced by a court of competent jurisdiction, and may be used as evidence in a subsequent proceeding alleging a breach of the Agreement. You agree that damages for an improper disclosure in violation of these provisions would be and are difficult to ascertain and therefore render this matter appropriate for liquidated damages. In the event of any alleged breach of these provisions, the Parties shall first meet and confer in an attempt to resolve any potential dispute prior to filing any action related to an alleged breach. To the extent that the Company proves in a court of competent jurisdiction that You breached this Agreement's Confidentiality and/or Non-Disparagement provisions, You agree to pay the Company \$1,000.00 per violation, in addition to the attorneys' fees, costs, and expenses incurred by the Company to enforce these provisions. You agree that this sum is reasonable in light of the circumstances existing at the time of the Agreement. The Parties further agree that such damages are not intended to be, and shall not be construed as, a penalty. This provision is not intended to preclude otherwise available recovery of attorneys' fees or cost specifically authorized under applicable law.

11. Applicable Law: This Agreement shall be interpreted under the law of the state of California.

12. Complete Release: With the exception of the Excluded Claims, this Release constitutes the complete and total agreement between You and the Company with respect to issues addressed in this Agreement. You represent that You are not relying on any other written or oral representations not fully expressed in this Agreement. You agree that this Agreement shall not be modified, altered, or discharged except by written instrument signed by You and an authorized Company

representative. The headings in this document are for reference only and shall not in any way affect the meaning or interpretation of this Agreement.

13. Severability: The Parties agree that should any part of this Agreement except the release of claims be found to be void or unenforceable by a court of competent jurisdiction, that determination will not affect the remainder of this Agreement.

14. Use As Evidence: The Parties agree that this Agreement may be used as evidence in a subsequent proceeding in which any of the Parties allege a breach of this Agreement or as a complete defense to any lawsuit brought by any party. Other than this exception, the Parties agree that this Agreement will not be introduced as evidence in any proceeding or in any lawsuit.

15. Binding Agreement and Covenant Not to Sue: You understand that f, this Agreement will be final and binding once you and the Company sign it. You promise not to file a lawsuit based on any claim that is settled by this Agreement. If you break this promise or fail to comply with your obligations under the Agreement, You agree to pay the Company's reasonable attorneys' fees and costs related to the defense of any claims covered by this Agreement or any Released Party's efforts to enforce the terms of this Agreement. This provision is not intended to preclude otherwise available recovery of attorneys' fees or cost specifically authorized under applicable law.

16. Advice of Counsel: You acknowledge that You have read and fully understand the terms of this Agreement. The Company advises You, in writing, to consult with an attorney of your choice regarding the terms of this Agreement prior to signing this Agreement. You have been represented by your legal counsel, who has read and explained to you the entire contents of this Agreement, as well as explained the legal consequences of the release.

17. Consideration Period: You understand that You have twenty-one days from the date You receive this Agreement to consider the terms of this Agreement, including whether to sign this Agreement ("Consideration Period"). If You choose to sign this Agreement before the Consideration Period ends, You represent that it is because You freely chose to do so after carefully considering its terms. You agree with the Company that changes, whether material or immaterial, do not toll or restart the running of the Consideration Period. You agree the Company has made no threats or promises to induce You to sign earlier. You acknowledge that this Agreement is a "negotiated" agreement as defined by California law (Government Code 12964.5(d)(2) defines "negotiated" to mean the Agreement is "voluntary, deliberate, and informed, provides consideration of value to the employee, and that the employee is given notice and an opportunity to retain an attorney or is represented by an attorney").

18. Revocation Period. You shall have seven calendar days from the date you sign this Agreement to revoke this Agreement by delivering a written notice of revocation to the same person as you returned this Agreement (Revocation Period). If the Revocation Period expires on a weekend or holiday, you will have until the end of the next business day to revoke.

19. Return of Signed Agreement and Revocation: You are required to return your signed Agreement and any revocation to Jody Landry, jlandry@littler.com.

20. Neutral Reference: Company agrees to provide Employee a neutral reference (including only dates of employment, last salary, and position held), provided Employee directs all reference requests to, and all reference requests are received by, the Company's employment verification coordinator, The Work Number. Company and Employee each agree to direct all reference requests to The Work Number, at 1-800-367-5690, using Clear Channel's Employer Code: 20518.

20. No Interference with Rights: You understand this Agreement does not apply to (i) claims for unemployment or workers' compensation benefits, (ii) claims or rights that may arise after the date that you sign this Agreement, (iii) any vested rights under the Company's ERISA-covered employee benefit plans as applicable on the date You sign this Agreement, and (iv) any claims that controlling law clearly states may not be released by private agreement. Moreover, nothing in this Agreement (including but not limited to the acknowledgements, release of claims, the promise not to sue, the confidentiality and non-disparagement obligations, and the return of property provision) (i) limits or affects your right to challenge the validity of this Agreement under the ADEA or the OWBPA, (ii) prevents You from communicating with, filing a charge or complaint with; providing documents or information voluntarily or in response to a subpoena or other information request to; or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and Exchange Commission, the Occupational Safety and Health Administration, law enforcement, or any other any federal, state or local agency charged with the enforcement of any laws, or from testifying, providing evidence, responding to a subpoena or discovery request in court litigation or arbitration, or (iii) precludes a non-management, non-supervisory employee from engaging in protected concerted activity under Section 7 of the NLRA or under similar state law such as joining, assisting, or forming a union, bargaining, picketing, striking, or participating in other activity for mutual aid or protection, or refusing to do so; this includes using or disclosing information acquired through lawful means regarding wages, hours, benefits, or other terms and conditions of employment, unless the information was entrusted in confidence as part of an employee's job duties. In addition, nothing in this Agreement shall be construed to prevent the disclosure of factual information related to any acts of workplace harassment or discrimination, failure to prevent an act of workplace harassment or discrimination, or act of retaliation against a person for reporting harassment or discrimination related to the charge prevent You from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that You have reason to believe is unlawful; or waive your right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of the Company, or on the part of the agents or employees of the Company, when You have been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature.

In addition, nothing in this Agreement limits or affects your right to disclose or discuss sexual harassment or sexual assault disputes.

By signing this Agreement You are waiving your right to recover any individual relief (including any backpay, front pay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by You or on your behalf by any third party, except for any rights related to the Excluded Claims and any right You may have to receive a payment or award

from a government agency (and not the Company) for information provided to the government agency or where otherwise prohibited.

Notwithstanding your confidentiality and non-disclosure obligations in this Agreement and otherwise, You understand that as provided by the Federal Defend Trade Secrets Act, You will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

In exchange for the promises contained in this Agreement, the Company promises to provide the benefits set forth in this Agreement.

IT IS SO AGREED

Date: <u>May 27, 2024</u>	<u>Salvador Llach</u> Name Printed (on Behalf of CLEAR CHANNEL OUTDOOR, LLC	Clear Channel Outdoor, LLC By:  <u>Salvador Llach (May 27, 2024 18:47 EDT)</u> Signature
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You have read this Agreement and understand its legal and binding effect. You are acting voluntarily, deliberately, and of your own free will in signing this Agreement. The Company has provided You with all information needed to make an informed decision to sign this Agreement, notice of and an opportunity to retain an attorney, and an opportunity to ask questions about this Agreement.

IT IS SO AGREED

Date: <u>05 / 08 / 2024</u>	<u>George Cambaliza</u> GEORGE CAMBALIZA	<u>George Cambaliza</u> Signature
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