

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter "AGREEMENT") is made and entered into by and between **BENJAMIN YOLDI** (hereinafter "EMPLOYEE"), on the one hand, and **EDISON DOWNTOWN**, its respective directors, officers, subsidiaries, owners, parents, stockholders, affiliates, corporate entities, benefit plans including but not limited to their long- and short-term incentive plans, licensees, assigns, agents, attorneys, contractors, servants, supervisors or managers, employees, representatives, and insurers, predecessors and successors, past present and future, and all persons acting under and by, through or in connection with any of them, including but not limited to **THE EDISON DOWNTOWN LOS ANGELES** (hereinafter collectively "EMPLOYER"), on the other hand. EMPLOYEE and EMPLOYER shall be collectively referred to herein as the "Parties," with reference to the following:

RECITALS

- A. Whereas, EMPLOYEE was for a period of time an employee of EMPLOYER;
- B. Whereas, EMPLOYEE'S employment by EMPLOYER was terminated, effective on or about January 4, 2020;
- C. Whereas, EMPLOYEE has filed a case in the Superior Court of the State of California, County of Los Angeles, styled *Benjamin Yoldi v. Edison Downtown, Inc., et al.*, Case No. 20STCV10682 ("Lawsuit"), alleging a cause of action for Civil Penalties Pursuant to California Labor Code Sections 2698, et seq. (Private Attorneys General Act – "PAGA") based on the following alleged violations (1) Failure to pay overtime wages; (2) Failure to pay minimum wage; (3) Failure to provide and record meal periods; (4) Failure to provide rest periods; (5) Failure to provide accurate itemized wage statements; (6) Failure to maintain accurate payroll records; (7) Failure to maintain accurate time records; (8) Failure to pay wages during employment; (9) Failure to pay wages upon termination; and (10) Failure to provide reporting time pay;
- D. Whereas, EMPLOYER denies all of EMPLOYEE's allegations and denies that it has any legal or equitable responsibility for the damages, wages, or penalties alleged by EMPLOYEE;
- E. Whereas, EMPLOYEE and EMPLOYER now desire, without admission of fault, liability, or wrongdoing by any party to resolve completely and for all time all disputes, claims or controversies arising out of EMPLOYEE'S employment with EMPLOYER or the termination of that employment, including any and all wage and hour issues;

NOW, THEREFORE, for and in consideration of the execution of this AGREEMENT and the mutual covenants and releases contained in the following paragraphs, EMPLOYER and EMPLOYEE agree as follows:

1. **Incorporation of Recitals.** The Recitals and identification of the parties to, and beneficiaries of, this AGREEMENT are incorporated by reference as though fully set forth herein.

2. **No Admission of Liability.** The Parties agree that this AGREEMENT, and performance of the acts required by it, does not constitute an admission of liability, culpability, negligence or wrongdoing on the part of anyone, and will not be construed for any purpose as an admission of liability, culpability, negligence or wrongdoing by any party.
3. **Effective Date.** The "Effective Date" means the day following the last of the following: (1) this AGREEMENT is signed by EMPLOYEE and EMPLOYEE's attorney and provided to EMPLOYER; and (2) EMPLOYEE and EMPLOYEE's attorney provide EMPLOYER completed IRS Form W-9.
4. **Consideration.**
 - a. In exchange for the general release given and the other promises and covenants made by EMPLOYEE under this AGREEMENT, EMPLOYER will pay a Total Settlement amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) ("Settlement Sum"). The Settlement Sum in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) is payment for alleged non-wage damages, penalties, attorney's fees and costs and is not a payment of wages or substitution of wages within the meaning of §104(a)(2) of the Internal Revenue Code. The Settlement Sum shall be paid as follows:
 - i. A check will be made payable to "Benjamin Yoldi" for EMPLOYEE'S claimed, but disputed, non-wages, penalties, and interest, in the sum of Three Thousand Seven Hundred Fifty Dollars (\$3,750) ("Yoldi Settlement Payment"), and the amount will be reported by EMPLOYER to the Internal Revenue Service and all applicable state or local taxing authorities by means of a Form 1099. A 2022 IRS Form 1099 will be issued for \$3,750 to EMPLOYEE. The check shall be valid for at least 180 days. If the Court in any way delays dismissal of the Lawsuit as provided for in Paragraph 5 of this AGREEMENT, EMPLOYER shall reissue and deliver a check pursuant to this AGREEMENT before the expiration of the 180 days.
 - ii. A second check will be made payable to EMPLOYEE'S counsel, the "Law Offices of Mark Yablonovich Client Trust Account," in the amount of Six Thousand Two Hundred Fifty Dollars (\$6,250) ("LOMY Settlement Payment"). This amount is for EMPLOYEE'S claimed but disputed attorneys' fees and expenses, and the amount will be reported by EMPLOYER to the Internal Revenue Service and all applicable state or local taxing authorities by means of a Form 1099. A 2022 IRS Form 1099 will be issued for \$6,250 to Law Offices of Mark Yablonovich. The check shall be valid for at least 180 days.

EMPLOYER hereby agrees to transmit both checks to the Law Offices of Mark Yablonovich, counsel for EMPLOYEE, within fourteen (14) calendar days after the Effective Date.

The LOMY Settlement Payment will be deposited in Law Offices of Mark Yablonovich Client Trust Account but shall not be distributed prior to the Court dismissing the Lawsuit in accordance with Paragraph 5 of this AGREEMENT. The Yoldi Settlement Payment will be held by the Law Offices of Mark Yablonovich and shall not be distributed to EMPLOYEE until after the Court dismisses the Lawsuit in accordance with Paragraph 5 of this AGREEMENT. In the event that the Court does not enter dismissal of the Lawsuit in accordance with Paragraph 5 of this AGREEMENT, the Parties agree that the Settlement Sum shall be held in trust in Law Offices of Mark Yablonovich Client Trust Account until such time that the Court enters dismissal of the Lawsuit in accordance with Paragraph 5 of this AGREEMENT.

EMPLOYEE agrees that he would not otherwise be entitled to this Settlement Sum and the Settlement Sum constitutes additional consideration and is in exchange for this AGREEMENT and to resolve any bona fide dispute or issue that may exist between EMPLOYER and EMPLOYEE regarding any employment issues up to and including the Effective Date.

- b. EMPLOYEE understands and agrees that he is solely responsible for all tax obligations, including all reporting and payment obligations, that may arise as a consequence of this AGREEMENT, and the monetary considerations provided to him pursuant to it. Accordingly, EMPLOYEE agrees that he will indemnify and hold harmless EMPLOYER (as defined above) from any tax liability, costs, interest, penalties and reasonable attorneys' fees assessed against or incurred by EMPLOYER (or any related entity or person) in connection with the taxation, characterization, or 1099 treatment of the Settlement Sum paid under this AGREEMENT. EMPLOYEE also agrees to provide EMPLOYER with prompt notice in the event that he is notified of any proceeding or dispute by a government authority involving the taxation of the Settlement Payment made under this AGREEMENT.

5. **Compromise and Dismissal of Disputed Claims.** EMPLOYEE acknowledges and agrees that the Settlement Sum constitutes a reasonable and good faith compromise of any claims against EMPLOYER that EMPLOYEE may assert arising from and relating to EMPLOYEE'S employment with EMPLOYER, including without limitation EMPLOYEE'S claims in the Recitals of this AGREEMENT, all of which claims are expressly disputed by EMPLOYER.

In consideration of the foregoing, and the respective promises and releases herein contained, and the Settlement Sum, EMPLOYEE hereby agrees to dismiss the representative PAGA claim as asserted in the Lawsuit without prejudice and dismiss with prejudice his individual PAGA claim as asserted in the Lawsuit against EMPLOYER and Released Parties as defined herein, including but not limited to the allegations in the Lawsuit, and to waive any and all attorney's fees and costs (except as otherwise provided for in this AGREEMENT), and claims arising from and relating to EMPLOYEE'S employment with EMPLOYER in all such actions in exchange for the Settlement

Sum. The Parties understand that even though this AGREEMENT is on an individual basis rather than on a representative basis, the Court may require approval of the settlement in this PAGA action pursuant to Labor Code section 2699(I)(2). The Parties agree to sign and submit a stipulation and proposed order dismissing the individual claims with prejudice and the representative PAGA claims without prejudice in the form attached as Exhibit A ("Stipulation"). EMPLOYEE will file the Stipulation within ten (10) days of receipt of the Settlement Sum and will provide a conformed copy to EMPLOYER's counsel. In dismissing the Lawsuit without prejudice, EMPLOYEE is expressly intending to release his personal PAGA claim but not release any PAGA claim as to any other current or former employee of EMPLOYER.

6. **Release and Covenant Not to Sue.**

Except as provided in this AGREEMENT, EMPLOYEE hereby fully and forever releases, waives, discharges and promises not to sue or otherwise institute or cause to be instituted any legal or administrative proceedings against EMPLOYER, and each of EMPLOYER's current and former shareholders, insurers, predecessors, successors, parents, subsidiaries, affiliated or related companies, or any of their respective officers, directors, managers, members, shareholders, benefit plan fiduciaries, attorneys, agents, employees and assignees (collectively, "Released Parties"), with respect to any and all liabilities, claims, demands, contracts, debts, obligations and causes of action of any nature, kind, and description, whether in law, equity or otherwise, whether or not now known or ascertained, which currently do or may exist, including without limitation any matter, cause or claim arising out of or related to facts or events arising from and relating to EMPLOYEE'S employment with EMPLOYER, EMPLOYEE'S recruitment therefore, or the termination therefrom, including, but not limited to, any and all claims for harassment, discrimination, retaliation, wrongful termination, breach of contract, breach of the covenant of good faith and fair dealing, unfair competition, unpaid wages, commissions, bonuses, benefits, vacation days, sick days, and other compensation, fraud, defamation, or any other tort, which could have been asserted under any state or federal law or the common law, the California Labor Code (including Labor Code section 1102.5), California's Fair Employment and Housing Act, Title VII of the Civil Rights Act, the Equal Pay Act, the Ralph Civil Rights Act, the Plaintiff Retirement Income Security Act of 1974, the Orders of the California Industrial Welfare Commission regulating wages, hours and working conditions, the California Private Attorneys General Act ("PAGA"), and any other state or federal, or local law, regulation, Executive Order, statute, public policy or common law affecting, relating to or governing EMPLOYEE's employment or other relationship with EMPLOYER or any of the other Released Parties.

To the fullest extent permitted by law and except as provided in this AGREEMENT, EMPLOYEE agrees that he will not institute or initiate any action, administrative action, grievance, or other suit against the Released Parties with any state, federal, or local court or agency or other tribunal related to claims released through this AGREEMENT. This provision shall not affect or interfere with EMPLOYEE's right to file a charge with the Equal Employment Opportunity Commission or participate, cooperate, or assist in an investigation or proceeding conducted by any federal or state enforcement agency; but Employee knowingly and voluntarily waives the right to any

form of recovery or compensation in any such action arising from or related to EMPLOYEE's employment with EMPLOYER.

In the event that EMPLOYEE is a party to, or is a member of a class or aggrieved employees that institutes any claim or action against the Released Parties arising from conduct which predates this Agreement, EMPLOYEE agrees that his claims shall be dismissed or class membership terminated immediately upon presentation of this AGREEMENT, and EMPLOYEE shall execute any papers necessary to achieve this end.

It is also understood and agreed by EMPLOYEE that this AGREEMENT expressly includes settlement of EMPLOYEE's claims, if any, for employment termination and/or retaliation and/or willful misconduct.

7. **Release by EMPLOYER.**

In consideration of and in return for the promises and covenants undertaken in this AGREEMENT, EMPLOYER and Released Parties do hereby release, absolve and discharge EMPLOYEE, his heirs, beneficiaries, attorneys, agents, and assignees from any and all claims, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, grievances, obligations, debts, damages, fees and costs, judgments, orders and liabilities of whatever kind or nature in state or federal law, equity or otherwise, whether known or unknown to EMPLOYER, which EMPLOYER now has or had at any time against EMPLOYEE, including specifically but not exclusively and without limiting the generality of the foregoing, any and all claims known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of EMPLOYEE, committed or omitted on or before the date this AGREEMENT is executed by EMPLOYER.

8. **Rights or Claims Not Released.** Notwithstanding the foregoing Release in Section 6, EMPLOYEE does not waive or release any rights or claims he may have that may arise, and are based on facts that occur, after the Effective Date or if waiver or release of those claims is not permitted by law.

Nothing in this AGREEMENT is intended to or shall be construed to interfere in any way with EMPLOYEE providing truthful information or assistance to any other federal, state, or local government agency as a result of a court order compelling disclosure.

Specifically, EMPLOYEE does not release EMPLOYER from any state or federal individual tax liability related to EMPLOYEE's final paycheck and EMPLOYER's reporting of EMPLOYEE's final paycheck. However, EMPLOYEE will not institute or initiate any action concerning any bona fide dispute or issue that may exist regarding his final paycheck. For the avoidance of doubt, EMPLOYEE is not releasing EMPLOYER from any state or federal individual tax liability if it is determined that EMPLOYER did not accurately report the amount of EMPLOYEE's final paycheck;

however, EMPLOYEE shall not institute or initiate any action or claim against EMPLOYER concerning his final paycheck.

To the extent an action, claim or proceeding may be brought by any federal, state, or local government agency with respect to any alleged acts or omissions prior to EMPLOYEE'S execution of this AGREEMENT, EMPLOYEE expressly acknowledges and agrees that EMPLOYEE has relinquished any entitlement to, and will not accept, any form of monetary or other damages or any other form of relief in connection with any such action, claim or proceeding. Instead, EMPLOYEE's sole remedy shall be EMPLOYER paying any state or federal tax agency directly for all resulting penalties or tax amounts due in the event it is determined that the actual amount paid to EMPLOYEE in his final paycheck was inaccurately reported by EMPLOYER.

9. **Waiver of Unknown Claims - Civil Code Section 1542.** Except for the "Rights and Claims Not Released," as defined above, and except for any rights under this AGREEMENT, the Parties understand and agree that this AGREEMENT applies to claims known and presently unknown by the Parties, and that this means that if the Parties hereafter discover facts different from or in addition to those which the Parties now know or believe to be true, that all of the releases, waivers, discharges and promises not to sue or otherwise institute legal action shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery of such facts. Accordingly, the Parties hereby agree that he/it fully and forever waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the Civil Code of the State of California which states as follows:

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

10. **No Inducement of Other Claims.** EMPLOYEE agrees never to encourage, suggest or induce any past, current or future employee of EMPLOYER to assert or file any claims against EMPLOYER. EMPLOYEE further agrees not to cooperate voluntarily with any former or current employee or other party that has asserted claims against EMPLOYER; provided, however, that nothing herein prohibits EMPLOYEE from testifying in any such proceeding pursuant to a valid subpoena or Court order.
11. **No Other Lawsuits or Claims.** EMPLOYEE represents that he has not filed any action, lawsuit, claim, charge, proceeding or complaint against the other party with any local, state, or federal agency or court other than what is referenced in the Recitals above against EMPLOYER. With the exception of any rights under this AGREEMENT, EMPLOYEE further covenants that he will not file any lawsuits, complaints or charges in any state or federal court or any proceedings before any local, state, or federal agency, claiming that EMPLOYER has violated any law, including, but not limited to, any claims that have been released by this AGREEMENT, based

upon events or omissions occurring prior to the date of execution of this AGREEMENT.

12. **Return of Company Property.** EMPLOYEE represents and warrants that he has returned any and all of the property of EMPLOYER.
13. **Injunctive Relief.** EMPLOYEE acknowledges and agrees that it would be difficult or impossible to measure the damages and irreparable injury suffered by EMPLOYER or any of the other Released Parties resulting from any breach by EMPLOYEE of his obligations under Paragraphs 10 (No Inducement of Other Claims), 11 (No Other Lawsuits or Claims), 12 (Return of Company Property), and 15 (Non-Disparagement) and that monetary damages may not be an adequate remedy for any such breach. EMPLOYEE therefore agrees that if he breaches the provisions of Paragraphs 10, 11, 12, and 15, or any of them, EMPLOYER and/or any of the other Released Parties shall be entitled, in addition to any other remedies available to them at law or in equity, to an injunction restraining any breach or threatened breach of these provisions. EMPLOYER agrees that if it breaches the provisions of Paragraph 15, EMPLOYEE shall be entitled, in addition to any other remedies available to him at law or in equity, to an injunction restraining any breach or threatened breach of these provisions.
14. **Successors.** This AGREEMENT shall be binding upon the Parties, and their heirs, representatives, executors, administrators, successors, insurers, and assigns, and shall inure to the benefit of each and all of the Released Parties and to EMPLOYEE, and to their heirs, representatives, executors, administrators, successors, and assignees.
15. **Non-Disparagement.** EMPLOYEE agrees not to disparage or make any statements that may be derogatory or detrimental to EMPLOYER or any of the other Released Parties. EMPLOYER agrees not to disparage EMPLOYEE to prospective employers of EMPLOYEE. EMPLOYER agrees that it will instruct its officers and directors that they may not disparage EMPLOYEE or make any statements, verbally or in writing including any electronic media, or make any statements to the press or to third parties that may be derogatory or detrimental to EMPLOYEE's good name and reputation. This prohibition extends to statements, written or verbal, made to anyone other than EMPLOYEE's immediate family members, including but not limited to, the news media, social media platforms and public forums (including but not limited to Yelp, TripAdvisor, Facebook, LinkedIn, Google+, Twitter, Tumblr, Instagram, Snapchat, Pinterest, YouTube, Facebook Live, Periscope, Vimeo), investors, potential investors, industry analysts, competitors, vendors, employees (past and present), and clients. EMPLOYEE agrees that he will take no action, direct or indirect, to volunteer any information that would tend to portray EMPLOYER or any of the Released Parties in an unfavorable light. Furthermore, EMPLOYEE agrees that he will cause to be withdrawn or removed any past derogatory or detrimental posts or comments which he may have posted on any social media platforms which may be perceived to portray EMPLOYER or any of the Released Parties in an unfavorable light. Notwithstanding anything to the contrary herein, nothing in this non-disparagement provision shall interfere with either Party's right to make truthful statements or disclosures that are

required by applicable law, regulation or other legal process, including any investigation by any federal or state regulatory or law enforcement agency.

16. **Age Discrimination Claims.** EMPLOYEE understands and agrees that, by entering into this AGREEMENT; (i) EMPLOYEE is waiving any rights or claims that EMPLOYEE might have under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act; (ii) EMPLOYEE is not waiving any rights or claims that may arise after the date that EMPLOYEE executes this AGREEMENT; (iii) EMPLOYEE has received consideration beyond that to which EMPLOYEE was previously entitled; (iv) EMPLOYEE has been advised to consult with an attorney before signing this AGREEMENT and the EMPLOYEE has thoroughly discussed all aspects of this AGREEMENT with an attorney of EMPLOYEE's choice to the extent EMPLOYEE wishes to do so; (v) EMPLOYEE has been offered the opportunity to evaluate the terms of this AGREEMENT for not less than twenty-one (21) days prior to the execution of this AGREEMENT. EMPLOYEE may revoke this AGREEMENT by written notice to EMPLOYER, for a period of seven (7) days after the EMPLOYEE's execution of the AGREEMENT, and it shall become enforceable only upon the expiration of this revocation period without prior revocation by EMPLOYEE.
17. **Reference Requests.** EMPLOYER agrees that if it is contacted by prospective employers of EMPLOYEE, EMPLOYER will release information concerning the dates of EMPLOYEE'S employment and the last position held, and will advise prospective employers of EMPLOYEE that EMPLOYER'S company policy is to release only such information.
18. **Ownership of Claims.** EMPLOYEE represents that he has not transferred or assigned, or purported to transfer or assign, to any person or entity, any claim described in this AGREEMENT. EMPLOYEE further agrees to indemnify and hold harmless EMPLOYER and all of the other Released Parties against any and all claims based upon, arising out of, or in any way connected with any such actual or purported transfer or assignment.
19. **Attorney's Fees and Costs.** Except as otherwise provided for this AGREEMENT, each Party acknowledges that they are solely responsible for attorneys' fees, costs, or liens made in connection with any services performed on that Party's behalf by any attorney, consultants, expert witnesses, vendors, or healthcare providers.
20. **Venue and Jurisdiction.** The Parties agree that any lawsuit between them arising under this AGREEMENT shall be filed in any California Superior Court located in Los Angeles County, California.
21. **Opportunity to Consult with Counsel.** The Parties acknowledge that they each have had the opportunity to consult with counsel of their choice regarding the terms of this agreement. The Parties appreciate and understand the terms of this AGREEMENT and have entered into it freely and voluntarily. The Parties signing this AGREEMENT each

represent that they have the authority to sign it on behalf of the EMPLOYEE and EMPLOYER as indicated below.

22. **Integrated Agreement.** The Parties acknowledge and agree that no promises or representations were made to them which do not appear written herein, that this AGREEMENT contains the entire agreement of the Parties on the subject matter thereof, and that this AGREEMENT superseded and cancels any and all other prior agreements, written or oral, between the Parties. The Parties further acknowledge and agree that parol evidence shall not be required to interpret the intent of the Parties.
23. **Waiver, Amendment and Modification of Agreement.** The Parties agree that no waiver, amendment or modification of any of the terms of this AGREEMENT shall be effective unless in writing and signed by all Parties affected by the waiver, amendment or modification. No waiver of any term, condition or default of any term of this AGREEMENT shall be construed as a waiver of any other term, condition or default.
24. **Construction of Terms/Severability.** The terms of this AGREEMENT shall be construed, enforced and governed by and under the laws of the State of California. No provision of this AGREEMENT shall be construed against any party merely because that party or their counsel drafted the provision in questions. If any term or provision of this AGREEMENT is determined by a court of competent jurisdiction to be unenforceable or contrary to any applicable law or policy, such term or provision shall be effective to the maximum extent permitted by law and the same shall not affect any other term or provision of this AGREEMENT, which shall otherwise remain in full force and effect.
25. **Counterparts.** This AGREEMENT may be signed in counterparts and said counterparts shall be treated as though signed as one document. Execution by facsimile, or signature via email as a .PDF attachment, or electronic signature such as DocuSign, shall be deemed an original instrument against any party who signed it, valid and effective as an original and fully admissible as evidence.
26. **Good Faith Cooperation.** The Parties shall in good faith undertake to perform their obligations in this AGREEMENT, to satisfy all conditions and to cause the transactions contemplated by this AGREEMENT to be carried out promptly in accordance with its terms. The Parties shall cooperate fully with each other and their respective attorneys in connection with any actions required to be taken as part of their respective obligations under this AGREEMENT.

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT on the dates indicated below.

Dated: August 22, 2022

DocuSigned by:
By: *Benjamin Yoldi*
BENJAMIN YOLDI

Dated: August 24, 2022

EDISON DOWNTOWN

By: Andrew Meieran
Andrew Meieran (Aug 24, 2022 12:52 PDT)

Name: Andrew Meieran

Title: President

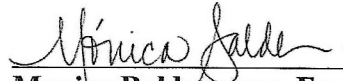
APPROVED AS TO FORM:

Dated: August 24, 2022



Michael Karikomi, Esq.
Katchko, Vitiello & Karikomi, PC, Counsel for
EDISON DOWNTOWN

Dated: August 22, 2022



Monica Balderrama, Esq.
Law Offices of Mark Yablonovich, Counsel for
Benjamin Yoldi