

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims (Agreement) is made and entered into between Jesus Salguero (Salguero), on the one hand, and Washos, Inc. (Washos) on the other. From time to time herein, Salguero and Washos may collectively be referred to as “the Parties.”

RECITALS

- A. WHEREAS, Salguero is a former independent contractor of Washos;
- B. WHEREAS, on or about November 5, 2019, Salguero commenced a putative class action complaint in Los Angeles County Superior Court against Washos (*Jesus Salguero v. Washos, Inc.* Case No. 19STVC30309) alleging various wage and hour causes of action.
- C. WHEREAS, on or about May 7, 2020, Salguero requested permission to amend his complaint to remove class allegations and add a cause of action under the California Private Attorney General Act (the Action);
- D. WHEREAS, Washos denies any wrongdoing and denies Salguero’s allegations;
and
- E. WHEREAS, the Parties executed a secondary Aggrieved Employees, Representative Action Stipulation of Settlement, on which the Parties are waiting for Court approval.
- F. WHEREAS, the Parties now desire to fully and finally resolve, settle, compromise and discharge all individual differences and controversies between Salguero and Washos, so as to avoid any further disputes, costs, inconveniences or expenses.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, it is hereby agreed by and among the parties as follows:

- 1. Incorporation of Recitals. The above recitals are incorporated herein by this reference and are hereby made part of this Agreement.
- 2. Consideration. In exchange for the promises and releases contained in this Agreement, Washos will issue the following payments and consideration:
 - 2.1 With regard to settlement of the Action, Washos has agreed to pay \$5,000.00 total. The total payment will be paid in one check, made payable to Jesus Salguero less all required local, state, and federal tax deductions, which represents settlement of any wage-related claims, back pay, and/or front pay. Washos will report this payment on IRS Form W-2.

2.2 The above-identified sums shall be paid within ten (10) business days from the Effective Date of this Agreement (as defined in this section) provided the following conditions are met: (1) this Agreement is fully executed and (2) the Court approves the Aggrieved Employees, Representative Action Stipulation of Settlement. The Agreement shall become effective after the above two conditions are met (the "Effective Date").

2.3 The checks referenced in section 2.1 will be sent via wire payment to the Parris Law Firm Client Trust Account.

3. Taxes. As to the settlement amounts referred to in Sections 2.1, Salguero specifically represents, warrants, and agrees that he fully intends to pay all applicable taxes, if any, both federal and state, and that Salguero, and not Washos, shall be fully liable for any and all federal and state taxes, assessments, penalties, interest or payments that arise or may arise as a result of Washos's payment of said sums. Salguero specifically agrees that he alone is and will be fully responsible for payment of any and all amounts such governmental or tax authorities may claim are due, if any. Salguero acknowledges that Washos is relying on, among other things, this specific promise in entering into this Agreement and in paying the sum that is being paid. Salguero shall indemnify, hold harmless and defend Washos from any claim, tax, liability, interest or penalties which Washos may be required to pay as a result of this payment.

4. Attorneys' Fees and Costs. The Parties agree that this Agreement resolves any claims for attorneys' fees and costs incurred in the Action, and that Salguero shall not seek or recover any attorneys' fees and costs from Washos and Washos shall not seek or recover any attorneys' fees and costs from Salguero.

5. Release of Claims.

5.1 Salguero for himself and his heirs, assigns, executors, administrators and successors and each of them, hereby acknowledges full and complete satisfaction of and releases and forever discharges Washos, including Washos's subsidiaries and/or parent corporations, and each of their divisions, affiliates, past and present officers, predecessors, successors, directors, employees, agents, shareholders, fiduciaries, representatives, attorneys, insurers, benefit plans, private investigators and each and all of the foregoing persons' heirs, assigns, executors, administrators and successors, or any of them, or anyone claiming by, through, under or on behalf of any of them (hereinafter "the Released Parties") of and from any and all claims, demands, actions and causes of action, in law or in equity, suits, liabilities, losses, costs or expenses, known or unknown, suspected or unsuspected, that Salguero now has or may have against the Released Parties arising out of, or in any way connected with the occurrences, affairs, and transactions between the Parties from the beginning of time to the Effective Date of this Agreement (as defined in Section 2.2 above), whether or not asserted before the Effective Date of this Agreement, including, but not limited to, all claims for discrimination, harassment, failure to accommodate disability and/or medical condition, failure to engage in the interactive process, violations of CFRA and/or FMLA, wrongful termination (including a common law claim for wrongful termination in violation of public policy), constructive discharge, retaliation of any kind, slander, wrongful demotion, breach of contract, breach of implied covenant of good faith and fair dealing, fraud, misrepresentation, intentional and negligent infliction of emotional distress, reimbursement of employee expenses, reimbursement of medical expenditures, claims

for disability benefits, violation of civil rights, defamation, conspiracy, severance pay, denial of pension benefits, claims under the Labor Code of the State of California or similar laws of any other jurisdiction, claims under the federal Wage and Hour laws, claims for discrimination based on race, color, national origin, ancestry, sex, religion, marital status, sexual orientation, veteran status, medical condition, age, physical or mental disability under federal and state law, and all claims raised or which could have been raised in the Action. This general release does not dismiss or affect any claims for Workers' Compensation or any rights under said system, or any other claims or rights that by law cannot be waived.

5.2 Salguero understands and agrees that the released claims include not only claims presently known to him, respectively, but also include all unknown or unanticipated claims, rights, demands, actions, obligations, liabilities, and causes of action of every kind and character that would otherwise come within the scope of the released claims, as described in the preceding Section 5.1. Salguero understands that he may hereafter discover facts different from what he now believes to be true, which if known, could have materially affected this Agreement, but he nevertheless waives any claims or rights based on different or additional facts. Salguero knowingly and voluntarily waives any and all rights or benefits that he may now have, or in the future may have, under the terms of Section 1542 of the California Civil Code, which 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.

5.3 Salguero hereby withdraws, effective upon signing this Agreement, any and all allegations of wrongdoing made against the Released Parties filed with or reported to any governmental agency, including any and all claims submitted to the Department of Fair Employment and Housing or the Equal Employment Opportunity Commission.

5.4 Notwithstanding the above Sections, this Agreement is not intended to prevent Salguero from filing or participating in any investigation or proceeding conducted by any governmental agency; provided, however, that nothing in this paragraph limits or affects the finality or scope of the release and waiver provided in this Agreement.

6. General Provisions.

6.1 The Parties agree that this Agreement shall be enforceable pursuant to Code Civil Procedure section 664.6.

6.2 The Parties represent that they have the authority to enter into this Agreement on their own behalf and to bind all persons or entities who may claim through them. The Parties covenant to defend, indemnify and hold each other harmless from any liability, losses, claims, damages, costs or expenses, including attorneys' fees, arising out of a breach of

this warranty. This obligation to defend, indemnify and hold harmless shall survive the releases set forth in Section 5, above.

6.3 Salguero agrees that this Agreement has been knowingly and freely executed and entered into by him without duress or any imbalance in bargaining position, and in determining to execute and enter into this Agreement, he has relied, among other things, on the advice of independent legal counsel of her own selection.

6.4 This Agreement has been reviewed by the Parties and their respective attorneys, and the Parties have had a full opportunity to negotiate the contents hereof. The Parties expressly waive any common law or statutory rule of construction (including Section 1654 of the California Civil Code) that ambiguities should be construed against the drafter of this Agreement. This Agreement shall not be construed against the party preparing it but shall be construed as if the Parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against any one party.

6.5 The Parties agree that if either party is required to enforce the terms of this Agreement, then the prevailing party will be entitled to recover its costs and attorneys' fees in seeking to enforce the settlement.

6.6 The Parties agree that this Agreement constitutes a compromise of and full accord and satisfaction of doubtful and disputed claims and shall not be treated as an admission of liability by anyone at any time for any purpose.

6.7 The Parties to this Agreement agree to execute such other documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement.

6.8 The Parties agree that this Agreement contains the entire agreement between them, contains full and the only consideration for the terms agreed to herein, and that the terms of this Agreement are contractual and not a mere recital.

6.9 No waiver by any party of any breach of this Agreement by any other party shall operate or be construed as a waiver of any other or subsequent breach. No waiver by any party of any breach of this Agreement by any other party shall be effective unless it is in writing and signed by the party claimed to have waived such breach.

6.10 This Agreement may be amended only by a written instrument executed by the Parties.

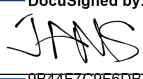
6.11 The section headings used in this Agreement are for the convenience of the Parties and shall not affect the interpretation or construction of any of the provisions.

6.12 Should any court of competent jurisdiction determine that any term or provision of this Agreement is unenforceable, such term or provision shall be deemed to be deleted as though it had never been a part of this Agreement, and the validity, legality and enforceability of the remaining terms and provisions shall not be in any way affected or imperiled thereby.

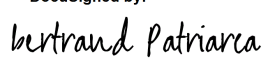
6.13 This Agreement shall be construed in accordance with the laws of the State of California, without regard to principles of conflicts of law otherwise applicable to such determination.

6.14 This Agreement may be signed in counterparts by the Parties, and if so executed, each counterpart shall have the full force and effect of an original. With respect to the execution of this Agreement, a facsimile or electronic copy of a signatory's signature shall suffice and be treated as an original signature.

DATED: 6/1/2020 _____

DocuSigned by:

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James Salguero

DATED: 6/4/2020 _____

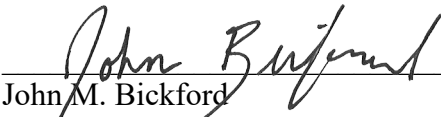
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Washos, Inc.

[Signatures Continued on Next Page]

We have reviewed and approve this Settlement Agreement and Release of All Claims with respect to form.

DATED: June 1, 2020

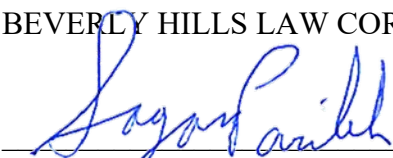
PARRIS LAW FIRM



John M. Bickford
Parris Law Firm
Attorney for Plaintiff Jesus Salguero

DATED: 6/4/20

BEVERLY HILLS LAW CORP., PC



Sagar Parikh
Attorney for Defendant
Washos, Inc.