

SEALED DOCUMENT

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Confidential Settlement Agreement and Release (the “Agreement”) is made by and between Joel Villalpando (“Plaintiff”), on the one part, and Red Sparrow Services, Inc. (“RSS”), Avrek Law Firm (“Avrek”) (RSS and Avrek are collectively, “Employers”), and Maryam Parman (“Parman”) (Employers and Parman are collectively, “Defendants”) on the other part (hereinafter collectively referred to as the “Parties” or “Settlement Parties.”)

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) WHEREAS, Plaintiff is a former employee of Employers;

(b) WHEREAS, on May 26, 2020, Plaintiff filed a Complaint in the Superior Court for Orange County, Case No. 30-2020-01140620-CU-OE-CJC, alleging causes of action for (1) Failure to Pay Minimum Wages (L.C. §§ 1194, 1197, 1197.1, and Wage Order 4-2001); (2) Liquidated Damages for Failure to Pay Minimum Wages (L.C. § 1194.2); (3) Failure to Provide Meal Breaks (L.C. §§ 226.7, 512, and Wage Order 4); (4) Failure to Provide Rest Breaks (L.C. § 226.7 and Wage Order 4); (5) Failure to Pay Overtime and Double-Time Wages (L.C. §§ 204, 510, 1194, and Wage Order 4-2001); (6) Failure to Provide Accurate and Itemized Wage Statements (L.C. § 226 and Wage Order 4-2001); (7) Failure to Pay Wages Promptly After Termination / Waiting Time Penalties (L.C. §§ 202 and 203); (8) Unfair Business Practices (Bus. & Prof. Code §§ 17200, *et seq.*); and (9) Break of Contract (“Complaint”).

(c) WHEREAS, on July 20, 2020, Plaintiff filed a First Amended Complaint in the Superior Court for Orange County, Case No. 30-2020-01140620-CU-OE-CJC, amending his Complaint and adding causes of action for (1) Failure to Reimburse Business Expenses (L.C. § 2802 and Wage Order 4); and (2) Civil Penalties pursuant to the Private Attorneys General Act (L.C. §§ 2698, *et seq.*) (the “PAGA Claim”) (“FAC”) (the Complaint and FAC are collectively, the “Action”);

(d) WHEREAS, there has been no determination on the merits of the allegations in the Action, but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against Defendants, including any and all parent corporations, affiliates, subsidiaries, managers, divisions, predecessors, insurers, executors, administrators, successors and assigns, including but not limited to each of their current and former employees, attorneys, officers, directors and agents thereof, including but not limited to Maryam Parman, Melody Parman, and Lisa Unger, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the “Released Parties”) as of the date of execution of this Settlement Agreement.

2. **Nonadmission of Wrongdoing.** The Parties agrees that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind. No party shall claim to be the prevailing party in the Action.

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**

Page 2 of 16

3. Consideration/Indemnification for Tax Consequences.

(a) In consideration for signing this Settlement Agreement and complying with its terms, Plaintiff will be paid the total gross sum of one hundred thousand Dollars and Zero Cents (\$100,000.00) ("Settlement Sum") as follows:

(1) A check made payable to "Joel Villalpando" in the gross amount of five thousand Dollars and Zero Cents (\$ 5,000.00), minus required withholdings, for Plaintiff's alleged lost wages, to be reported on an IRS Form W-2; and

(2) A check made payable to "Payton Employment Law, PC IOLTA Client Trust Account" in the amount of Ninety-Five Thousand Dollars and Zero Cents (\$95,000.00), for Plaintiff's alleged penalties, and emotional distress, attorneys' fees and costs, to be reported on IRS Section 1099 Form.

(b) Plaintiff agrees to indemnify and hold the Released Parties, as defined in Section 6(a), harmless for the amount of any taxes, penalties or interest that may be assessed by any governmental tax authority against any of the Released Parties in connection with such governmental authority's determination that Defendants or any of the other Released Parties was required to, but failed to, withhold or report the correct amount of income or employment taxes from the payment made to Plaintiff pursuant to Section 3(a) of this Settlement Agreement. Plaintiff agrees that Plaintiff shall indemnify the Released Parties for the full amount of such liability within thirty days after receipt of notice from Defendants or any of the other Released Parties of the assessment of such taxes, penalties or interest. Plaintiff agrees to make all reasonable efforts to appropriately report his portion of the Settlement Sum to any governmental tax authority and will pay all appropriately assessed taxes.

(c) The Parties acknowledge that there is a good faith dispute regarding Plaintiff allegations of wage and hour claims and that the consideration set forth in Section 3(a) above includes a good faith, reasonable compromise and settlement regarding such claims.

4. No Consideration Absent Execution of this Agreement. Plaintiff understands and agrees that Plaintiff would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of this Settlement Agreement and the fulfillment of the promises contained herein.

5. Disbursal of Settlement Funds/Dismissal of Action.

(a) Provided Plaintiff does not revoke this Agreement as provided for in Section 12 and satisfies the liens outlined in Section 5(b), then, within fifteen (15) calendar days from the date Defendants' Counsel receives (i) the Settlement Agreement bearing the dates and signatures of Plaintiff and his counsel; (ii) an IRS Form W-9 for Plaintiff's counsel and an IRS W-4 Form for Plaintiff; (iii) a fully-executed Request for Dismissal, with prejudice, as to causes of action 1 through 10 of the FAC, Defendants, which, established in section 5(c) of this Agreement, Defendants will file only after Plaintiff's Counsel confirms receipt of the full Settlement Amount; and (iv) An Order from the Court Approving the PAGA settlement, then Defendants through

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**

Page 3 of 16

Defendants' Counsel, shall provide the checks referenced in Section 3(a) above to Plaintiff's Counsel at 3807 W. Sierra Highway, Suite 206, Acton, California 93510. If the date by which the payment described more fully herein is to be made available to Plaintiff falls on a Saturday, Sunday or legal holiday in the State of California, then the date said payment shall be made available to Plaintiff shall be the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

If the Court should, for any reason, not approve the PAGA settlement then this Settlement Agreement and the PAGA Settlement Agreement shall be considered null and void, and neither this Settlement Agreement or the PAGA Settlement Agreement, nor any of the related negotiations or proceedings shall be of any force or effect, shall be inadmissible for any purpose in any proceeding, and all Parties to this Settlement Agreement shall stand in the same position, without prejudice, as if the Settlement Agreement and/or the prior Memorandum of Understanding had been not been entered into. The exception to the preceding is that the terms and conditions embodied within the parties' prior PAGA Memorandum of Understanding shall remain conditionally binding to require the Parties, in the event the court initially declines to approve the settlement based on the terms set forth in the PAGA Settlement Agreement, to work together in the spirit of compromise to address and correct any issues or concerns addressed by the Court in not initially approving the PAGA Settlement Agreement, and shall work to incorporate the changes requested by the court including any changes consistent with the prior Memorandum of Understanding, into a revised PAGA Settlement Agreement to submit to the court for approval. Provided, however, that notwithstanding the parties' prior execution of the Memorandum of Understanding, neither this Settlement Agreement nor the Memorandum of Understanding nor any of its terms therein shall become enforceable until and unless the PAGA Settlement terms are approved by the Court. Conversely, the Court's disapproval of the PAGA Settlement Agreement based upon a disapproval of a material term of the Memorandum of Understanding that cannot be addressed or corrected by the parties shall operate to render the parties' Memorandum of Understanding as well as this Settlement Agreement null and void.

(b) Plaintiff understands, warrants, and agrees that if any natural person or other legal entity, including without limitation, any corporation, partnership, business, trust, agency, joint venture, or governmental organization, department or entity ("Interested Party") has an interest in the payment to Plaintiff under this Settlement Agreement, Plaintiff agrees to indemnify, defend, and hold the Released Parties harmless from any action by any Interested Party relating to Plaintiff.

(c) Defendants' Counsel shall maintain custody of the original fully-executed Request for Dismissal outlined in Section 5(a) above. Defendants' Counsel agrees not to file the Request for Dismissal until confirmation from Plaintiff's Counsel of receipt of the Settlement Sum set forth in Section 3(a) above. Thereafter, Defendants' Counsel shall have the authority to immediately file the Request for Dismissal with the Court. No Party shall claim to be the prevailing party in the Action.

6. General Release, Claims Not Released and Related Provisions.

(a) **General Release of Claims.** Plaintiff, individually and on behalf of Plaintiff's heirs, executors, administrators, representatives, attorneys, successors and assigns

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS****Page 4 of 16**

knowingly and voluntarily release and forever discharge Defendants, including any and all parent corporation, affiliates, subsidiaries, managers, divisions, predecessors, insurers, successors and assigns, including but not limited to each of their current and former employees, attorneys, officers, directors and agents thereof, including but not limited to Maryam Parman, Melody Parman, and Lisa Unger, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the “Released Parties”), to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, including but not limited to breach of contract, which Plaintiff have or may have against the Released Parties as of the date of execution of this Settlement Agreement including, but not limited to, any alleged violation of:

- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Employee Retirement Income Security Act of 1974 (“ERISA”) (as modified below);
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967 (“ADEA”);
- The Workers Adjustment and Retraining Notification Act and the California Workers Adjustment and Retraining Notification Act;
- The Occupational Safety and Health Act;
- The Sarbanes-Oxley Act of 2002;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Families First Coronavirus Act;
- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- California Family Rights Act – Cal. Gov’t Code § 12945.2;
- California Fair Employment and Housing Act – Cal. Gov’t Code § 12900 et seq.;
- California Unruh Civil Rights Act – Cal. Civ. Code § 51 et seq.;

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**

Page 5 of 16

- Statutory Provisions Regarding the Confidentiality of AIDS Information – Cal. Health & Safety Code § 120775 et seq.;
- California Confidentiality of Medical Information Act – Cal. Civ. Code § 56 et seq.;
- California Equal Pay Law – Cal. Lab. Code § 1197.5;
- California Whistleblower Protection Law – Cal. Lab. Code § 1102.5;
- California Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394;
- California Bane & Ralph Act – Cal. Civ. Code § 52.1;
- Statutory Provision Regarding California Family and Medical Leave – Cal. Lab. Code § 233;
- Statutory Provisions Regarding California Electronic Monitoring of Employees – Cal. Lab. Code § 435;
- The California Occupational Safety and Health Act, as amended, California Labor Code § 6300 et seq., and any applicable regulations thereunder;
- California Obligations of Investigative Consumer Reporting Agencies Law – Cal. Civ. Code § 1786.10 et seq.;
- California Political Activities of Employees Law – Cal. Lab. Code § 1101 et seq.;
- California Domestic Violence Victim Employment Leave Law – Cal. Lab. Code § 230.1;
- California Court Leave Law – Cal. Lab. Code § 230;
- The California Private Attorney's General Act;
- Those other provisions of the California Labor Code that lawfully may be released;
- California Industrial Wage Orders;
- Riverside AIDS-Based Discrimination Ordinance, Riverside Municipal Ordinance § 45.80 et seq.;
- California Business & Professions Code;
- California Consumer Privacy Act;
- California Constitution;

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**

Page 6 of 16

- Any other federal, state or local civil or human rights law or any other federal, state or local law, regulation or ordinance;
- Any public policy, contract, tort or common law; and/or
- Any basis for recovering costs, fees or other expenses including attorneys' fees incurred in these matters.

(b) **Claims Not Released.** Plaintiff is not waiving any rights Plaintiff may have to: (i) Plaintiff's own vested accrued employee benefits under the Employers' health, welfare or retirement benefits plans, if any, as of the date of execution of this Settlement Agreement; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code §§ 132a and 4553 which are expressly released herein) or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Settlement Agreement; (iv) the PAGA Claim; (v) enforce this Settlement Agreement; and/or (vi) challenge the validity of this Settlement Agreement.

(c) **Government Agencies.** Nothing in this Settlement Agreement prohibits or prevents Plaintiff from filing a charge with or participating, testifying or assisting in any investigation, hearing whistleblower action or other proceeding before any federal, state or local government agency (*e.g.*, EEOC, DFEH, NLRB, SEC, *etc.*), nor does anything in this Settlement Agreement preclude, prohibit or otherwise limit, in any way, Plaintiff's rights and abilities to contact, communicate with, report matters to or otherwise participate in any whistleblower program administered by any such agencies. However, to the maximum extent permitted by law, Plaintiff agree that if such an administrative claim is made, Plaintiff shall not be entitled to recover any individual monetary relief or other individual remedies.

(d) **Collective/Class Action Waiver.** If any claim is not subject to release, to the extent permitted by law, Plaintiff waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which Defendants or any of the other Released Parties identified in this Settlement Agreement is a party. The PAGA Claim alleged within Plaintiff's FAC is specifically excluded from this waiver.

(e) **Aggrieved Party Waiver.** If any claim is not subject to release, to the extent permitted by law, Plaintiff acknowledge and agree that by virtue of this settlement they are no longer aggrieved parties and waive any right to participate in any representative action based on such a claim in which Employers, including any and all parent corporation, affiliates, subsidiaries, managers, divisions, predecessors, insurers, successors and assigns, and each of their current and former employees, attorneys, officers, directors and agents thereof, including but not limited to Maryam Parman, Melody Parman, and Lisa Unger, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs, is a party. The PAGA Claim alleged within Plaintiff's FAC is specifically excluded from this waiver.

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**

Page 7 of 16

(f) **Covenant Not to Sue on Behalf of Third Parties.** Besides waiving and releasing the claims above, Plaintiff represents, warrants, and agrees that he will not file, or cause to be filed, with the exception of the PAGA Claim alleged within Plaintiff's FAC, any letter with the Labor Workforce Development Agency ("LWDA"), judicial complaint or lawsuit involving any claims released in this Agreement or any claims seeking any civil penalties on behalf of himself individually, or any third party including but not limited to the State of California, and agrees to withdraw any LWDA letters, judicial complaints or lawsuits that he has filed, within five (5) days of executing this Agreement. Notwithstanding this Covenant Not to Sue, the Parties may bring a claim against the other Party to enforce the terms of this Agreement. The PAGA Claim alleged within Plaintiff's FAC is specifically excluded from this Covenant Not to Sue.

(g) **General Release of Claims by Defendants Against Plaintiff.** Employers, including any and all parent corporation, affiliates, subsidiaries, managers, divisions, predecessors, insurers, successors and assigns, including but not limited to each of their current and former employees, attorneys, officers, directors and agents thereof, including but not limited to Maryam Parman, Melody Parman, and Lisa Unger, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs, voluntarily release and forever discharge to the fullest extent permitted by law, Plaintiff, individually and on behalf of Plaintiff's heirs, executors, administrators, representatives, attorneys, successors and assigns, knowingly and, of and from any and all claims, known and unknown, asserted and unasserted, including but not limited to breach of contract, which the Released Parties have or may have against Plaintiff as of the date of execution of this Settlement Agreement.

7. **Waiver of California Civil Code § 1542.** To affect a full and complete general release as described above, the Parties expressly waive and relinquish all rights and benefits of § 1542 of the Civil Code of the State of California and do so understanding and acknowledging the significance and consequence of specifically waiving § 1542. Section 1542 of the Civil Code of the State of California states 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.

Thus, notwithstanding the provisions of § 1542, and to implement a full and complete release and discharge of all parties, the Parties expressly acknowledge this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff or Defendants does not know or suspect to exist in Plaintiff's or Defendants' favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff and Defendants warrant they have read this Settlement Agreement, including this waiver of California Civil Code § 1542, and have consulted with or had the opportunity to consult with counsel of their choosing about this Settlement Agreement and specifically about the waiver of § 1542, and that Plaintiff and Defendants understand this Settlement Agreement and the § 1542

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**

Page 8 of 16

waiver, and so Plaintiff and Defendants freely and knowingly enter into this Settlement Agreement. The Parties further acknowledge that Plaintiff or Defendants later may discover facts different from or in addition to those Plaintiff or Defendants now know or believe to be true regarding the matters released or described in this Settlement Agreement, and even so Plaintiff and Defendants agree that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto. Defendants expressly assume any and all risk of any mistake in connection with the true facts involved in the matters, disputes or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Defendants relating thereto.

8. Acknowledgements and Affirmations.

(a) Plaintiff affirms that with the exception of the Action, Plaintiff (i) has not filed or caused to be filed any claim, complaint or action against any of the Released Parties in any forum or form, including but not limited to before the workers compensation appeals board, (ii) presently are not a party to any claim, complaint or action against any of the Released Parties in any forum or form; and (iii) has reported all known or suspected workers' compensation injuries as of the date of his execution of this Agreement. The PAGA Claim alleged within Plaintiff's FAC is specifically excluded from this acknowledgment and affirmation.

(b) Plaintiff further affirms that Plaintiff has reported all hours worked as of the date of execution of this Settlement Agreement and timely has been paid or has received all compensation, wages, bonuses, reimbursements, commissions and benefits which are due and payable as of the date of execution of this Settlement Agreement except as alleged in the Action and which claims are expressly released in Section 6(a) above. The PAGA Claim alleged within Plaintiff's FAC is specifically excluded from this acknowledgment and affirmation.

(c) Plaintiff further affirms that Plaintiff have not been retaliated against for reporting any allegations of wrongdoing by Defendants or any officers, directors or employees, except as alleged in the Action and which claims are expressly released in Section 6(a) above.

(d) Plaintiff affirm that all claims arising out of or relating in any way to the Action, Plaintiff's employment with Employers, and all related facts are resolved in connection with Employers, and their current and former agents, franchisors, subsidiaries, affiliates, representatives, attorneys, insurers and employees, and that he will not initiate or pursue any other action or proceeding arising out of or relating to the Action or Plaintiff's employment with Employers.

(e) Plaintiff affirms that as of the date Plaintiff signs this Settlement Agreement, Plaintiff is not Medicare eligible (*i.e.*, is not 65 years of age or older; is not suffering from end-stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, *etc.*). Nonetheless, if the Centers for Medicare & Medicaid Services (the "CMS") (this term includes any related agency representing Medicare's interests) determines that

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**

Page 9 of 16

Medicare has an interest in the payment to Plaintiff under this Settlement Agreement, Plaintiff agree to indemnify, defend and hold the Released Parties harmless from any action by the CMS relating to medical expenses of Plaintiff. Plaintiff agrees to reasonably cooperate with the Released Parties upon request with respect to (i) any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and (ii) any claim the CMS may make and for which Plaintiff is required to indemnify the Released Parties under this Section. Further, Plaintiff agrees to waive any and all future actions against the Released Parties for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

9. Confidentiality/Limited Disclosure.

(a) Plaintiff agrees that Plaintiff and his counsel will not publicize or disclose in any form, forum, or medium, or cause or knowingly permit or authorize the publicizing or disclosure of the contents of this Settlement Agreement, or of the basis for any claims or allegations which were or could have been made against the Released Parties which concern and are within the scope of this Settlement Agreement (hereafter collectively referred to as "Confidential Information") to any person, firm, organization or entity of any and every type, public or private, for any reason, at any time, without the prior written consent of Defendants unless otherwise compelled by operation of law. The Parties acknowledge their intention that the provisions of this Section 9 create no liability for disclosures made: (i) prior to Plaintiff's execution of this Settlement Agreement; (ii) by persons from public information released prior to Plaintiff's execution of this Settlement Agreement; (iii) pursuant to Sections 18(b) or 18(c) below to enforce the terms of this Settlement Agreement; or (iv) as otherwise compelled by operation of law. It is stipulated that a copy of this Settlement Agreement may be filed under seal in support of any motion for Court approval of Settlement of the PAGA Claim and any disclosure required by the Court. Plaintiff's Counsel further acknowledges that no disclosures shall be made to any publication or reporting service regarding settlements and verdicts.

(b) The foregoing notwithstanding, Plaintiff acknowledges the confidentiality provisions of this Section 9 constitute a material inducement to Defendants to enter into this Settlement Agreement.

(c) Plaintiff is permitted to disclose Confidential Information to his spouse, tax advisors, and attorneys with whom Plaintiff chooses to consult regarding Plaintiff's consideration of this Settlement Agreement. However, each such person to whom Plaintiff discloses Confidential Information shall be bound to the confidentiality provisions hereof and any disclosure of Confidential Information by any such person so informed shall constitute a breach by Plaintiff of Section 9(a) above. Plaintiff is also permitted to disclose Confidential Information to any federal, state or local government agency. In response to inquiries from third parties concerning the status of this dispute or which would require the disclosure of Confidential Information, Plaintiff and Plaintiff's Counsel only will state that the dispute has been resolved.

(d) It is agreed that in the event of a breach of the provisions of this Section 9 or Sections 13 or 15 by Plaintiff, it would be impractical or extremely difficult to fix actual damages to Defendants. Therefore, Plaintiff agrees that in the event of such a breach, Plaintiff

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**

Page 10 of 16

shall pay to Defendants, as liquidated damages, and not as penalty, the sum of five thousand Dollars and Zero Cents (\$5,000.00) per breach that represents reasonable compensation to Defendants for the loss incurred because of such a breach.

10. **Return of Company Property/Information; Trade Secret/Confidential Information Protection.**

(a) Within seven (7) calendar days of Plaintiff's execution of this Settlement Agreement, Plaintiff will return all of Defendants' documents and property currently in Plaintiff's possession including, but without limitation, any and all services work, notes, reports, files, memoranda, records, cardkey passes, door and file keys, safe combinations, laptop computer, computer access codes, disks and instructional or personnel manuals, and other physical or personal property that Plaintiff received or prepared or helped to prepare in connection with Plaintiff's employment with Employers ("Company Property"). Any Company Property, including that produced in discovery in the Action, shall be delivered to Avrek Law Firm at 2350 SE Bristol Street, Newport Beach, CA 92660.

(b) Plaintiff acknowledges and agrees that in the course of Plaintiff's employment with Employers, Plaintiff has acquired: (i) confidential information including without limitation information under confidential conditions; (ii) other technical, product, business, financial or development information from Employers, the use or disclosure of which reasonably might be construed to be contrary to the interest of Employers; or (iii) any other proprietary information or data, including but not limited to customer lists which Plaintiff may have acquired during Plaintiff's employment (hereafter collectively referred to as "Company Information"). Plaintiff understands and agrees that such Company Information was disclosed to Plaintiff in confidence and for use only by Employers or other Released Parties. Plaintiff understands and agrees that Plaintiff: (i) will keep such Company Information confidential at all times, (ii) will not disclose or communicate Company Information to any third party, and (iii) will not make use of Company Information on Plaintiff's own behalf, or on behalf of any third party. In view of the nature of Plaintiff's employment and the nature of Company Information Plaintiff received during the course of Plaintiff's employment, Plaintiff agrees that any unauthorized disclosure to third parties of Company Information or other violation, or threatened violation, of this Settlement Agreement would cause irreparable damage to the confidential or trade secret status of Company Information and to Employers, and that, therefore, Employers, and each person constituting Employers hereunder, shall be entitled to an injunction prohibiting Plaintiff from any such disclosure, attempted disclosure, violation or threatened violation.

(c) The undertakings set forth in this Section 10 shall survive the termination of this Settlement Agreement or other arrangements contained in this Settlement Agreement.

11. **No Transfer/Assignment of Claims.** Plaintiff warrants and represents that Plaintiff has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Settlement Agreement.

12. **ADEA.** In order to comply with the Older Workers Benefits Protection Act (29 U.S.C. Section 626(t)) and effectuate the release by Plaintiff of any potential claims under the Age

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**

Page 11 of 16

Discrimination in Employment Act, Plaintiff agree as follows: he has carefully reviewed the Agreement and understand the terms and conditions it contains. By entering into the Agreement, Plaintiff is giving up potentially valuable legal rights and he intends to be bound by all the terms and conditions set forth in the Agreement. Plaintiff is hereby advised that he has twenty-one (21) days to consider the Agreement from the date it was first provided and that if he signs the Agreement before the 21-period expires that he is waiving his right to have 21 days to consider the Agreement and enters into the Agreement freely, knowingly and voluntarily. Plaintiff understands that he has the right to consult counsel. Plaintiff acknowledges that the consideration he is receiving hereunder is in addition to that to which he would have otherwise been entitled. If the Agreement is signed by Plaintiff and returned to counsel for Defendants, then within seven (7) calendar days of the date of his signature, Plaintiff may revoke this agreement. Revocation must be made by delivering a written notice of revocation to counsel for Defendants: O'Hagan Meyer Attn: Matthew Sgnilek (msgnilek@ohaganmeyer.com) & Andrea Rosenkranz Esq. (arosenkranz@ohaganmeyer.com), 4695 MacArthur Court, Suite 210, Newport Beach, CA 92660, which must be postmarked or date stamped no later than the close of business on the seventh (7th) calendar day (or next business day thereafter, if the seventh calendar day is not a business day) after Plaintiff signs this Agreement. Notice to Defendants for purposes of this Agreement shall be effective if and only if it is delivered within the revocation period set forth above by one or more of the following means: (a) personally; (b) by overnight courier; (c) by registered United States mail; or (d) by e-mail.

13. **Non-Disparagement.** Plaintiff agrees not to make any untruthful, malicious, disparaging or defamatory statements, allegations, comments or communications, regardless of form (whether written, oral, electronic, including but not limited to Glassdoor, Yelp, or otherwise), regarding Employers, their employees, other past and current employees or Employers' subsidiaries, divisions, affiliates, or services. Plaintiff further agrees not to encourage authorize or permit any such statements, allegations, comments or communications to be made by others on his behalf. To the extent Plaintiff has posted any negative comments about Defendants on Glassdoor, Yelp, or other websites, Plaintiff agrees to request that these comments be removed and to provide a copy of such request within 30 days of the execution of this Agreement. Maryam Parman, Melody Parman, and Lisa Unger agree not to make any untruthful, malicious, disparaging or defamatory statements, allegations, comments or communications, regardless of form (whether written, oral, electronic, including but not limited to Glassdoor, Yelp, or otherwise), regarding Plaintiff.

14. **Request for References.** Defendants and the Released Parties agree that it/he/he/they will respond to all inquiries regarding Plaintiff's by confirming only dates Plaintiff worked with Employers and position(s) held.

15. **Non-Enticement.** Plaintiff further agrees not to initiate, encourage, cause, direct, assist, support or counsel other individual(s) including but not limited to Employers' current or former employees and/or independent contractors to file any lawsuit, charge, complaint, claim, petition, or accusatory pleading against Defendants except as may be required pursuant to a lawfully served subpoena.

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**

Page 12 of 16

16. **Waiver of Reemployment.** Plaintiff acknowledges that he has no intent to seek employment with Employers in the future. Plaintiff further acknowledge that Employers or any related, successor, parent, or subsidiary companies have the right to refuse to offer independent contractor positions to Plaintiff for non-discriminatory and non-retaliatory reasons and Plaintiff acknowledge that Employers' position is that such legitimate non-discriminatory and non-retaliatory reasons exist.

17. **Liens and Attorneys' Fees/Indemnification.**

(a) Plaintiff acknowledge Plaintiff solely is responsible for any liens made in connection with any services performed on Plaintiff's behalf by any attorney, consultants, expert witnesses or healthcare providers. Each Party solely is responsible for any fees and costs he or it has incurred including, but not limited to, fees for attorneys, consultants and expert witnesses. Plaintiff acknowledges that none of the Released Parties are responsible for the payment of any fees incurred on behalf of Plaintiff in connection with the prosecution of the Action.

(b) Plaintiff acknowledges and agrees that Plaintiff will indemnify the Released Parties for any and all costs any of them incur as a result of any claims made by any attorneys, consultants, expert witnesses, healthcare providers or other third parties to recover monies from the amounts payable to Plaintiff under this Settlement Agreement.

18. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California provided, however, that parol evidence shall not be admissible to alter, vary or supplement the term of this Settlement Agreement. Should any provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party may institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach including liquidated damages. However, the Party instituting such an action must take steps to file this Settlement Agreement or any documents setting forth the terms of this Settlement Agreement with the arbitrator under seal.

(c) It is the intent of the Parties, pursuant to Evidence Code Sections 1122(a)(1) and 1123, that all of the terms of this Settlement Agreement shall be admissible and may be disclosed under seal to a court of law and shall be enforceable and binding upon them in a court of law.

19. **Mandatory Arbitration.**

(a) Any dispute, controversy or claim arising out of or relating to this Agreement, its enforcement, arbitrability or interpretation, or because of an alleged breach, default,

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**

Page 13 of 16

or misrepresentation in connection with any of its provisions and/or arising out of or relating in any way to this Agreement shall be submitted to and decided by final and binding arbitration.

(b) The arbitration shall be administered by the American Arbitration Association and held in Orange County, California before a single arbitrator, in accordance with the then-current American Arbitration Association Rules and the Federal Arbitration Act, as modified by the terms and conditions contained in this paragraph. Discovery in any arbitration proceeding shall be conducted according to the California Code of Civil Procedure.

(c) Plaintiff and Defendants agree to waive all rights to a jury trial. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by the American Arbitration Association. The arbitrator shall issue a written opinion stating the essential findings and conclusions on which the arbitrator's award is based. Defendants will pay the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side bears its own deposition, witness, expert and attorney's fees and other expenses to the same extent as if the matter were being heard in court). If, however, any party prevails on a statutory claim that affords the prevailing party attorneys' fees and costs, then the arbitrator may award reasonable attorneys' fees and costs to the prevailing party. Any dispute as to who is a prevailing party and/or the reasonableness of any fee or costs shall be resolved by the arbitrator.

(d) This agreement to arbitrate is freely negotiated between Plaintiff and Defendants and is mutually entered into between the parties. Each party fully understands and agrees that they are giving up certain rights otherwise afforded to them by civil court actions, including but not limited to the right to a jury trial.

20. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by all Parties wherein specific reference is made to this Settlement Agreement.

21. **Miscellaneous.**

(a) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature. The Parties agree that they may use DocuSign, an electronic signature technology, to expedite the execution of this Agreement. Electronic signatures shall be deemed originals.

(b) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(c) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity or uncertainty, this

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**

Page 14 of 16

Settlement Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly.

(d) If Plaintiff or Defendants fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

22. **Jurisdiction.** The interpretation of the provisions of this Agreement will be governed by the laws of California. Disputes, if any, shall be resolved by the Superior Court of the State of California County of Orange.

23. **Neutral Interpretation of Agreement.** This Settlement Agreement will be construed as though jointly prepared by the Settlement Parties. Any uncertainty or ambiguity may not be interpreted for or against any one Party. The headings contained in this Settlement Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Settlement Agreement.

24. **Knowing & Voluntary.** Plaintiff acknowledge and agree that they were afforded the opportunity to consult an attorney prior to executing the Settlement Agreement and enter the Settlement Agreement knowingly and voluntarily.

25. **Severability.** Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provision shall be deemed not to be part of this Agreement.

26. **Entire Agreement.** This Settlement Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties hereto. Plaintiff acknowledge that Plaintiff have not relied on any representations, promises or agreements of any kind made to Plaintiff in connection with Plaintiff's decision to accept this Settlement Agreement, except for those set forth in this Settlement Agreement.

27. **CCP §664.6:** This Agreement is made pursuant to California Code of Civil Procedure § 664.6 and it is intended that this Agreement constitutes an out-of-court written settlement agreement pursuant thereto. The Settlement Parties stipulate and agree that this Agreement be enforced pursuant to the provisions of California Code of Civil Procedure § 664.6 and each of the Settlement Parties are entitled to avail themselves of the procedures set forth therein. Further, the confidentiality provisions herein will not apply to any enforcement proceeding pursuant to CCP §664.6.

PRIOR TO EXECUTION OF THIS SETTLEMENT AGREEMENT, PLAINTIFF FURTHER UNDERSTANDS AND ACKNOWLEDGES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS SETTLEMENT AGREEMENT DO NOT RESTART OR AFFECT IN ANY MANNER PLAINTIFF'S ORIGINAL 21 CALENDAR DAY CONSIDERATION PERIOD.

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**

Page 15 of 16

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH IN SECTION 3(a) ABOVE, PLAINTIFF FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS SETTLEMENT AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS PLAINTIFF HAS OR MIGHT HAVE AGAINST THE RELEASED PARTIES AS OF THE DATE OF EXECUTION OF THIS SETTLEMENT AGREEMENT

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

The Settlement Parties

Executed on 11/24/2020

DocuSigned by:

13B285B8D6FD484...
Joel Villalpando

Executed on 11/25/2020

Red Sparrow Services, Inc.
By: Maryam Parman
Its: President
DocuSigned by:

14806A1803F449F...

Executed on 11/25/2020

Avrek Law Firm
By: Maryam Parman
Its: President
DocuSigned by:

14806A1803F449F...

Executed on 11/25/2020

DocuSigned by:

14806A1803F449F...
Maryam Parman

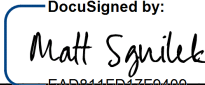
**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**

Page 16 of 16

Approved as to form and content.

O'HAGAN MEYER

Executed on 11/24/2020

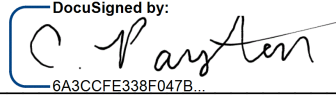
By: 
Matthew C. Sgnilek, Esq.
Andrea Rosenkranz, Esq.
Jonathan Stilz, Esq.

Attorneys for Defendants,
Red Sparrow Services, Inc., Avrek Law
Firm, and Maryam Parman

**Approved as to Section 9(a) as to the obligations of Dogra Law Group and Payton
Employment Law, PC.**

DOGRA LAW GROUP
PAYTON EMPLOYMENT LAW, PC

Executed on 11/24/2020

By: 
Shalini Dogra, Esq.
Chantal McCoy Payton, Esq.
Robert Torres, Esq.

Attorneys for Plaintiff,
Joel Villalpando