

Memorandum of Understanding ("MOU")
Amely v. Ozumo Ocean Ave LLC et al.
Los Angeles Superior Ct. Case No.: 20 STCV44342

1. This is a comprehensive settlement and release of individual Plaintiff Crystal "Christiana" Amely's ("Plaintiff") claims, and a dismissal without prejudice as to the class and PAGA claims also at issue.
2. Released Parties as referenced herein and as released in this Settlement are Defendants Ozumo Ocean Ave LLC, 41 Ocean Club, and Ozumo Restaurant Ventures, LLC, and all their present and former parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors, contractors, managers, members, investors, and assigns, and their current and former employees, attorneys, officers, directors, and agents thereof, including but not limited to Jeremy Umland, 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, and any other individual or entity which could be liable for any of the Released Claims (hereinafter "Released Parties").
3. By this settlement agreement, Plaintiff, on her own behalf, and on behalf of his grantees, agents, representatives, heirs, executors, administrators, devisees, trustees, successors, assigns, assignors, attorneys, and any other entities in which Plaintiff has an interest (collectively, the "Releasing Parties") hereby agrees to release and forever discharge the Released Parties from any and all liabilities, causes of action, charges, complaints, suits, claims, obligations, costs, losses, damages, rights, judgments, attorneys' fees, expenses, bonds, bills, penalties, fines, and all other legal responsibilities of any form whatsoever, whether known or unknown, whether suspected or unsuspected, whether fixed or contingent, including those arising under any theory of law, whether common, constitutional, statutory or other, of any jurisdiction, foreign or domestic, whether in law or in equity, which they now have, ever had, or may claim to have against any of them, that existed prior to and including the Effective Date, including, without limitation, those arising out of or relating to: (i) her Complaint filed in Los Angeles Superior Ct. Case No.: 20 STCV44342, and/or the subject matter thereof including of all claims arising from her employment, including claims for wages and penalties, under Labor Code §§ 201-203, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1194, 1194.2, 1197.1, 1198, and 1199, claims under the Fair Employment and Housing Act, and any other non-waivable claim under common law, contract, or statute; (ii) this Agreement, (iii) any acts or omissions by the Releasing Parties occurring, or conditions existing, prior to the Effective Date; and (iv) any costs, attorneys' or expert fees, or expenses incurred or to be incurred by the Releasing Parties in connection with the subject matter hereof (collectively, the "Released Claims"). The Releasing Parties hereby acknowledge and agree that, except as expressly set forth in this Agreement, the Released Parties have no other liabilities or obligations, of any kind or nature, owed to the Releasing Parties, in connection with or relating to the Released Claims or otherwise.
4. Plaintiff also knowingly waives her rights under Civil Code § 1542, which provides:

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. Plaintiff also shall file all documents required to dismiss without prejudice the class and PAGA claims. Plaintiff shall also file a Request that this matter be dismissed with Prejudice as to Plaintiff's Individual Claims.
6. In exchange for the promises contained herein, Defendant Ozumo Ocean Ave LLC shall pay to Plaintiff \$45,000 within 20 calendar days of: (1) delivery of an executed copy of this agreement; and (2) delivery of form W-9s to counsel for Defendant, Braunstein & Braunstein, PC, 11755 Wilshire Blvd., Ste 1600, Los Angeles, CA 90025. The checks shall be made payable as follows:
- One check made payable to Crystal Amely in the amount of \$23,280.85 for damages and penalties for which Defendant shall issue Plaintiff a 1099; and
 - One check made payable to "Sullivan Employment Law PC" in the amount of \$21,719.15 for fees and costs for which Defendant shall issue Sullivan Employment Law PC a 1099.

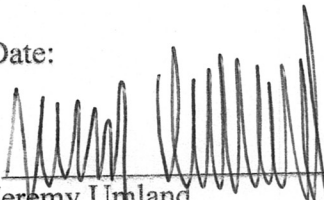
Checks shall be delivered to: Sullivan Employment Law, P.C., 1801 Century Park East, Ste. 850, Los Angeles, CA 90067.

7. For tax purposes, the parties agree that all payments to Plaintiff be issued as non-wages for which an IRS Form 1099 shall issue. Plaintiff agrees to and will fully defend and indemnify Defendant and save and hold it harmless against, and promptly pay on behalf of or reimburse Defendant for and from any claims and/or losses relating in any way to taxes (including any interest and penalties) associated with the settlement payment and the reporting thereof.
8. Notwithstanding anything else contained herein, this agreement shall be enforceable under CCP 664.6 and admissible under California Evidence Code 1123(a). Regardless of any settlement privilege or other rules of evidence, this MOU may be admitted in Court and enforceable.
9. Neither this MOU or the settlement of this matter will constitute an admission by Defendant of any form of liability or allegation against it.
10. Electronic signatures on this MOU shall have the same force and effect as traditional signatures.
11. Plaintiff shall keep confidential the contents of this settlement agreement, including the amount of settlement payment, except as required by the LWDA and the Court in order to justify dismissal of the Class and PAGA claims without prejudice.

Date:

Crystal "Christiana" Amely
Plaintiff

Date:



Jeremy Umland
Defendant Ozumo Ocean Ave LLC

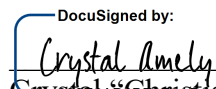
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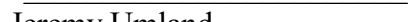
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Date: 12/21/2021

Date:

DocuSigned by:

Crystal "Christiana" Amely
Plaintiff


Jeremy Umland
Defendant Ozumo Ocean Ave LLC