

Private Attorneys General Act (Cal. Lab. Code § 2698, *Et Seq.*) Settlement Agreement

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the Action and PAGA Released Claims shall be settled and resolved subject to the following terms and conditions set forth in this Private Attorneys General Act (Cal. Lab. Code § 2698, *Et Seq.*) Settlement Agreement (“Settlement Agreement”), entered by and between Plaintiffs Juan Ospital and Nadia Lipszyc (“Plaintiffs”), for themselves and on behalf of the State of California and other Aggrieved Employees pursuant to the California Private Attorneys General Act, and Defendants Caladan Capital Corporation and Victor Svilik (“Defendants”) (collectively, the “Parties”).

This Settlement Agreement is dependent on Plaintiffs moving out of Defendants’ apartment building. If Plaintiffs do not leave the premises, 14005 Archwood Street, Unit 208, Van Nuys, CA 91401, by 11:59 PM on Friday, October 16, 2020, Defendants may void this Settlement Agreement.

This Settlement Agreement shall be effective upon the date of the Court order approving the settlement (the “Effective Date”).

I. DEFINITIONS

Unless otherwise defined herein, the following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” means the matter entitled *Juan Ospital and Nadia Lipszyc v. Caladan Capital Corporation and Victor Svilik*, Los Angeles County Superior Court Case No. 20STCV13111.

2. “Aggrieved Employees” mean all current and former hourly-paid or non-exempt employees who worked for Defendants in the State of California during the PAGA Period, i.e., from March 31, 2019 through the date on which the Court grants approval of the settlement, or November 1, 2020, whichever comes first.

3. “Defendants” means Caladan Capital Corporation and Victor Svilik

4. “Complaint” means the individual and representative claims and allegations set forth in Plaintiff’s correspondence to the California Labor and Workforce Development Agency dated March 31, 2020 (“LWDA Letter”) and the Complaint in the Action filed on April 2, 2020.

5. “Court” or “Los Angeles Superior Court” means the Superior Court of California for the County of Los Angeles.

6. “Defense Counsel” or “Counsel for Defendants” is: John Barber, Esq., Katherine C. Den Bleyker, Esq., and Kelsey E. Link, Esq. of Lewis Brisbois Bisgaard & Smith LLP, 633 West 5th Street, Suite 4000, Los Angeles, California 90071.

7. “Employee PAGA Portion” is the amount to be distributed to the Aggrieved Employees, which shall consist of 25% of the PAGA Penalties Amount, as provided in Section III.3 herein.

8. “Employee Payments” refers to the PAGA Penalty Payments that will be distributed to Aggrieved Employees, as provided in Section III.3 herein.

9. “Gross Settlement Amount” is the sum of Five Thousand Dollars and Zero Cents (\$5,000.00), which represents the total amount payable under this Settlement Agreement by Defendants, and includes the Employee PAGA Portion payable to Aggrieved Employees and LWDA Payment payable to the LWDA.

10. “LWDA” means the California Labor and Workforce Development Agency.

11. “Plaintiffs’ counsel” means Martin Sullivan, Esq. of Melmed Law Group, 1801 Century Park E Suite 850, Los Angeles, CA 90067.

12. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after Attorneys’ Fees and Litigation Costs to Plaintiffs’ counsel are subtracted from the Gross Settlement Amount. Here, Plaintiffs’ counsel is not receiving Attorneys’ Fees and Litigation Costs, so the Net Settlement Amount is the same as the Gross Settlement Amount.

13. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

14. “LWDA Payment” means the amount to be paid to the LWDA, which is seventy-five percent (75%) of the Net Settlement Amount as set forth in Section III.3 herein.

15. “PAGA Period” means the time period from March 31, 2019 through the date on which the Court grants approval of the settlement.

16. “PAGA Released Claims” mean any and all claims, debts, liabilities, demands, obligations, guarantees, damages, wages, benefits, penalties, interest, attorney’s fees, costs, expenses, action or causes of action, in law or equity, whether known or unknown, which have been or could have asserted by each of the Plaintiffs and/or any member of the Aggrieved Employees that could have been assessed upon and collected from the Released Parties under PAGA, based on the factual allegations in the Complaint, including, but not limited to, purported violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1199, and 2802 arising during the PAGA Period, from: the alleged failure to pay for all wages, including minimum and overtime wages for all hours worked in violation of California Labor Code sections 510, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and IWC Wage Order No. 5; failure to provide accurate, itemized wage statements in violation of California Labor Code section 226(a); failure to provide compliant meal periods in violation of California Labor Code sections 512, 558, and IWC Wage Order No. 5; failure to provide compliant

rest periods in violation of Labor Code section 226.7 and IWC Wage Order No. 5; failure to reimburse necessary business expenses in violation of Labor Code section 2802; failure to timely pay wages upon termination/separation pursuant to California Labor Code sections 201, 202, and 203; and failure to pay timely wages per pay period in violation of Labor Code sections 204 and 210.

17. “Released Parties” mean Victor Svilik and Caladan Capital Corporation and its past, present, and future officers, directors, employees, board members, shareholders, relatives, attorneys, insurers, reinsurers, customers, partners, investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates, divisions, successors, agents and principals, and its and their members, heirs, estates, executors, administrators, servants, insurers, attorneys, and assigns.

II. RECITALS

1. On March 31, 2020, Plaintiffs provided written notice to the LWDA and Defendants asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of California Labor Code of Labor Codes.

2. Plaintiffs filed their Individual and Representative Action against Defendants on April 2, 2020. Plaintiffs’ Complaint alleged individual causes of action for (1) Breach of Contract; (2) Failure to Pay Wages, Overtime, Doubletime, and Seventh Day Premiums; (3) Failure to Pay Minimum Wages and Liquidated Damages; (4) Failure to Provide Compliant Rest Periods to and/or Pay Missed Rest Break Premiums; (5) Failure to Provide Compliant Meal Periods To And/Or Pay Missed Meal Break Premiums; (6) Failure to Reimburse Necessary Business Expenses; (7) Failure to Provide Complete And Accurate Wage Statements; (8) Waiting Time Penalties; (9) Pay Period Penalties; and (10) Violations of the Business Professions Code as well as PAGA causes of action on behalf of themselves and a PAGA representative group of all current and former California hourly employees of Defendants for (1) Failure to Pay Wages, Overtime, Doubletime, and Seventh Day Premiums; (3) Failure to Pay Minimum Wages and Liquidated Damages; (4) Failure to Provide Compliant Rest Periods to and/or Pay Missed Rest Break Premiums; (5) Failure to Provide Compliant Meal Periods To And/Or Pay Missed Meal Break Premiums; (6) Failure to Reimburse Necessary Business Expenses; (7) Failure to Provide Complete And Accurate Wage Statements; (8) Waiting Time Penalties; and (9) Pay Period Penalties.

3. On August 21, 2020, the Parties participated in mediation before mediator Deborah Saxe, after undertaking an investigation and exchange of information and documents pertaining to Plaintiffs and the Aggrieved Employees.

4. On October 1, 2020, following post-mediation settlement discussions, the Parties finalized an agreement to fully and finally resolve the Action and the PAGA Released Claims as to Plaintiffs, the State of California, and the Aggrieved Employees. The Parties have a separate settlement agreement for Plaintiffs’ individual claims.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement Agreement nor action taken in implementation thereof shall be construed to be an admission or concession by Plaintiffs that their claims do not have merit or by Defendants of any liability or wrongdoing as to Plaintiffs, Aggrieved Employees, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. Nor will any of the foregoing be used in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any court proceeding that has as its purpose the interpretation, implementation, or enforcement of the settlement or any orders or judgments of the Court entered into in connection therewith. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related Court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Defendants shall pay no more than \$5,000.00 as the Gross Settlement Amount. Defendants will not pay more than the Gross Settlement Amount.

3. **Net Settlement Amount.** The Parties agree that the Net Settlement Amount shall be distributed to the LWDA and Aggrieved Employees as follows: Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees on a *pro rata* basis, based on their respective number of pay periods worked for Defendants during the PAGA Period (i.e. the "Employee Payments"). Payments to Aggrieved Employees of their share of the Net Settlement Amount shall be referred to as "Employee Payments." Each Aggrieved Employee will be paid a non-wage check for the PAGA Penalty Payment, and will receive an IRS Form 1099 for said payment.

4. **Attorneys' Fees Payment and Litigation Costs Payment.** Plaintiffs make no request for an award of attorneys' fees nor litigation costs and expenses incurred in prosecuting this Action.

5. **Plaintiffs' Release of Claims and Waiver of California Civil Code section 1542.** In consideration of payment under the settlement, and upon the Effective Date, Plaintiffs shall be deemed to release the Released Parties from any and all PAGA Released Claims and any other claims that they may have against the Released Parties, including and not limited to, all complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys' fees and costs actually incurred, other than as otherwise provided herein) of any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to, any claim for damages related to Plaintiffs' employment and/or tenancy with Defendants, the separation of their employment, rights arising out of alleged violations of any contracts, express or implied, any covenant of good

faith and fair dealing, express or implied, or any tort including defamation, any claim of wrongful termination, retaliation, or wage and hour violations, or any legal restrictions of Defendants' right to terminate employees, or any federal, state or other governmental statute, regulation or ordinance, including, without limitation: (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) the California Government Code; (4) section 503 of the Rehabilitation Act of 1973; (5) the Americans with Disabilities Act; (6) the Fair Labor Standards Act (including the Equal Pay Act); (7) the California Constitution; and (8) the California Labor Code, which Plaintiffs now have, owns or holds, or claims to have, own or hold, or which Plaintiffs at any time heretofore had, owned or held, or claimed to have owned or held against any of the Released Parties relating to any conduct occurring prior to and including the date of execution of this Settlement Agreement (collectively, "Plaintiffs' Released Claims"). Plaintiffs represent that they are not aware of any claims they may have against the Released Parties other than the PAGA Released Claims. As a material inducement for Defendants to enter into this settlement, Plaintiffs waive any and all rights and benefits conferred by the provisions of section 1542 of the California Civil Code and any similar law of any state or territory of the United States or other jurisdiction. Section 1542 of the California Civil Code 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.

Plaintiffs understand and acknowledge that this Settlement Agreement is meant to include, to the fullest extent, all PAGA Released Claims and other any claims which Plaintiffs do not know or suspect to exist in their favor against the Released Parties.

6. **Released Claims.** Upon the Effective Date, Plaintiffs, Aggrieved Employees, and the State of California will be forever barred from pursuing any and all PAGA Released Claims defined in Section I.16 herein accrued on or before the Effective Date.

7. **Covenants and Representations by Plaintiffs and Plaintiffs' counsel.**

a. Plaintiffs represent and warrant that they have not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

Plaintiffs acknowledge that they have read this Settlement Agreement, whether personally or with the assistance of a translator, as necessary, that they fully understand their rights, privileges, and duties under the Settlement Agreement, and enter into this Settlement Agreement freely and voluntarily. Plaintiffs further acknowledge that they have had the opportunity to consult with their attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

8. **Limited Disclosure and No Publicity.** Except as provided below, to the extent necessary to effectuate the settlement or as required by the PAGA statute, a court of law, or legal process, neither Defendants, Defendants' Counsel, Plaintiffs, nor Plaintiffs' counsel will publicize

the terms of this Settlement Agreement or issue a press release, hold a press conference, publish information about the settlement on any website or through any social media, or otherwise publicize the settlement or communicate its terms in public or in private, unless ordered by the Court.

9. **Filing of Stipulation or Motion for Approval of Settlement by Plaintiffs' counsel.** Plaintiffs' counsel shall be responsible for preparing the Stipulation for Approval of the Settlement ("Stipulation") and providing Defendants' Counsel with an opportunity to propose revisions to the Stipulation prior to filing. Plaintiffs' counsel will file the Stipulation, which is mutually agreed to by the Parties, as soon as practicable. Plaintiffs' counsel will serve the Stipulation on Defendants' Counsel and submit it to the LWDA. Pursuant to California Labor Code section 2698, *et seq.*, Plaintiffs' counsel shall undertake all required submissions and disclosures to the LWDA and the Court to obtain approval of the settlement.

10. **Termination of Settlement Agreement.** If the Court does not approve the settlement, if the Court does not dismiss the Action with prejudice, as provided for in this Settlement Agreement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or if one or more of the terms of the Settlement Agreement is not approved or is materially modified or reversed or found to be invalid, or the settlement does not become final for any other reason, then either of the Parties shall have the right within ten (10) calendar days of written notice thereof to elect to terminate the Settlement Agreement, in which case it shall have no force or effect, and the Parties shall be deemed to have reverted to their original, respective status as of the date and time immediately prior to the execution of this Settlement Agreement. Additionally, This Settlement Agreement is dependent on Plaintiffs moving out of Defendants' apartment building. If Plaintiffs do not leave the premises, 14005 Archwood Street, Unit 208, Van Nuys, CA 91401, by 11:59 PM on Friday, October 16, 2020, Defendants may void this Settlement Agreement.

11. **Dismissal.** LBBS will provide the Parties with a declaration confirming that distribution of payments has been completed in accordance with the Settlement Agreement and the Court's orders, within ten (10) business days of distributing all payments under the settlement. Plaintiffs' counsel will file the declaration with the Court and required dismissal papers (i.e., a Request for Dismissal of the Action with prejudice) within ten (10) business days of receipt or as otherwise ordered by the Court. This Settlement Agreement is expressly conditioned upon the Court entering the dismissal of the Action in its entirety. The dismissal will not release or bar any claims other than those set forth in this Agreement.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administration.** The Parties have mutually agreed that Lewis Brisbois Bisgaard & Smith LLP ("LBBS") to handle the administration of this settlement, subject to approval by the Court.

Notice to Aggrieved Employees.

a. No later than twenty (20) business days after the Effective Date, Defendants shall provide LBBS with a list of the Aggrieved Employees (the “Aggrieved Employees List”). The Aggrieved Employees List shall include each Aggrieved Employee’s full name, last known mailing address, last known telephone number, start date(s) of employment, end date(s) of employment Defendants, and Social Security number, to the extent available from Defendants’ records. Because Social Security numbers are included in the list, LBBS will maintain the list in confidence, and shall only access and use the list to administer the settlement in conformity with the Court’s orders..

b. No later than fifteen (15) calendar days after receipt of the entire Gross Settlement Amount from Defendants, LBBS will mail the Employee Payments under cover letter, substantially in the form attached hereto as “**Exhibit A**” (“Cover Letter”), to each of the Aggrieved Employees identified on the Aggrieved Employees List. .

Deposit and Distribution of Gross Settlement Amount.

a. No later than forty-five (45) business days from the Effective Date (“Funding Date”), Defendants shall deposit Gross Settlement Fund, totaling \$5,000.00, into a settlement account established by LBBS, for administration and distribution in accordance with this Settlement Agreement and the Court’s orders.

b. LBBS shall distribute payments for the the Employee Payments and the LWDA Payment within fifteen (15) calendar days after receipt of the entire Gross Settlement Amount from Defendants. All payments provided for by this Settlement Agreement shall be made by LBBS in accordance with this Settlement Agreement and the Court’s order approving this settlement.

c. Each Aggrieved Employee will be issued one check for their Employee Payment which will expire one hundred and eighty (180) calendar days from the date the checks are issued by LBBS. After the 180 day-period, LBBS shall cancel all checks that have not been cashed or deposited and remit funds associated with such canceled checks to the State Controller’s Office, Unclaimed Property Division in the name associated with each Aggrieved Employee whose Employee Payment checks are canceled.

V. MISCELLANEOUS PROVISIONS

1. **No Impact on Employee Benefit Plans.** Neither the Settlement Agreement nor any amounts paid to Plaintiffs, any Aggrieved Employee, or the LWDA under the settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendants. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendants’ sponsored

benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going-forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any Defendants benefit plan, policy, or bonus program. Defendants retain the right, if necessary, to modify the language of its benefit plans, policies, and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for “hours worked,” “hours paid,” “hours of service,” or any similar measuring term as defined by applicable plans, policies, and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

2. **Tax Consequences.** Plaintiffs and Aggrieved Employees will be solely responsible for correctly characterizing any compensation received under the settlement on their personal income tax returns for tax purposes, and paying all appropriate taxes due for any and all amounts paid to them under the settlement. Plaintiffs, Defendants, Plaintiffs’ counsel, and Defendants’ Counsel make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement, do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied upon as such.

3. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in California, and all questions of validity, interpretation, or performance of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of San Diego.

4. **Entire Agreement.** This Settlement Agreement constitutes the entirety of the Parties’ settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them, and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the Action and PAGA Released Claims.

5. **Judgment and Continued Jurisdiction.** The Parties agree that this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6, and the Court, to the fullest extent of the law, shall retain exclusive and continuing jurisdiction over this Action, over all Parties, and the Aggrieved Employees to interpret and enforce the terms, conditions, and obligations of the Settlement Agreement.

6. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties, subject to approval by the Court.

7. **Authorization to Enter into Binding Settlement Agreement.** Defendants

represent and warrant that the undersigned has the authority to act on behalf of Caladan Capital Corporation and Victor Svilik and to bind Caladan Capital Corporation and Victor Svilik to the terms of this Settlement Agreement. Plaintiffs represent and warrant that they have the capacity to act on their own behalf and on behalf of all who might claim through them to bind them to the terms and conditions of this Settlement Agreement. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement and/or mediation privileges and/or confidentiality provisions that otherwise might apply under federal or state law.

8. **Binding on Successors and Assigns.** This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

9. **Execution and Counterparts.** This Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

10. **Acknowledgement of Mutual Drafting and that the Settlement is Fair, Adequate, and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

11. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable.

12. **Severability.** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be

valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

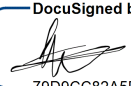
13. **No Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

14. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement the settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

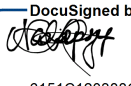
IN WITNESS THEREOF, the Parties each acknowledge that they/it have read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFFS:

Dated: 10/14/2020

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By: 79D9CC82A5EB41C...
Juan Ospital

Dated: 10/14/2020

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By: 6151C120388C4A1
Nadia Lipszyc

DEFENDANTS:

Dated: 10-14-20

By: Victor Svilik
Caladan Capital Corporation

Dated: 10-14-20

By: Victor Svilik
Victor Svilik

APPROVED AS TO FORM AND CONTENT:

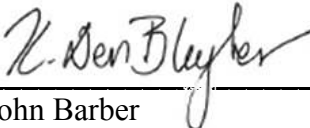
MELMED LAW GROUP

Dated: 10/14/2020

By: 
_____ 39CC687AC90949A...
Martin Sullivan
Attorney for Plaintiffs Juan Ospital and Nadia
Lipszyc

LEWIS BRISBOIS BISGAARD SMITH, LLP.

Dated: 10/15/2020

By: 
_____ John Barber
Katherine C. Den Bleyker
Kelsey E. Link
Attorneys for Defendants Caladan Capital
Corporation and Victor Svilik