

CONFIDENTIAL SETTLEMENT AGREEMENT

This Confidential Settlement Agreement (“Agreement”) is entered into by and between NICOLETTE LECY (“Employee”) and MUSEUM OF LATIN AMERICAN ART (“Molaa”), as of the date fully signed by all parties hereto:

RECITALS

A. Whereas, Employee was employed by Molaa from in or about October 2018 until in or about February 2020;

B. Whereas, on July 20, 2020, Employee filed an action against Molaa, in the Los Angeles Superior Court, Case No. 20STCV27286, entitled, *“Nicolette Lecy, on behalf of herself and all others similarly situated, Plaintiff, vs. Museum of Latin American Art, a company doing business in California, and DOES 1 through 50, inclusive, Defendant,”* alleging one cause of action, for Civil Penalties under the Private Attorneys General Act (PAGA) (the “Action”);

C. Whereas, Molaa filed an Answer in the Action, denying any and all liability and/or wrongdoing, and denying all allegations and accusations;

D. Whereas, in preparation for the case the parties mutually discovered that pursuit of PAGA claims in the alleged circumstances did not appear appropriate, and the parties negotiated an appropriate individual settlement of Employee’s potential claims;

E. Whereas, Employee and Molaa have now agreed and mutually desire, solely for their own interests and without admitting to the merit or lack of merit of any of allegations or claims in the Action, to settle all issues between them subject to and on the following terms and conditions:

AGREEMENT

NOW THEREFORE, in consideration of the promises, covenants, and conditions herein, the parties hereto, and each of them, agree as follows:

1. Upon execution of this Agreement by all parties hereto, Employee and Molaa shall undertake all of the following:

1.1. Employee’s counsel shall file with the Court a Request for Dismissal of the Action (“Request”) and whatever accompanying papers are appropriate (such as a supporting Declaration, proposed Order of Dismissal, etc.) in seek and obtain the Court’s approval for dismissal of the entire pending Action.

1.2 Employee’s counsel shall concurrently submit the same Request, Notice of Settlement and any other, appropriate accompanying documents to the California Labor and Workforce Development Agency.

1.3. Employee's counsel shall provide Molaa's counsel with a current and completed Form W-9.

1.4. Molaa and Molaa's counsel agree to cooperate as much as reasonably necessary to facilitate Employee's counsel's required filings and submissions to the Court and the LWDA and the dismissal by the Court of the entire pending Action.

2. Within 14 days of the all of the following: full execution of this Agreement, the Effective Date, and receipt by Molaa's counsel of the Employee's counsel's Form W-9, Molaa shall pay the following and on the following terms:

2.1. Molaa shall pay Employee's counsel the sum of Twenty-Four Thousand Dollars and Zero Cents (\$24,000.00) as follows:

2.2. A check in the gross and net amount of Twenty Four Thousand Dollars (\$24,000.00), without any deductions or withholdings, payable to "WORK LAWYERS PC" and allocated to waiting time penalties, wage statement penalties, costs and attorney's fees, liability for which Molaa generally and specifically denies.

2.3. The settlement payment shall be delivered to the offices of Employee's attorneys, Work Lawyers, PC, 22939 Hawthorne Blvd., Suite 202, Torrance CA 90505

2.4. Neither Molaa nor its counsel neither have made nor now make any representations of any sort or nature regarding the tax consequences to Employee or any others of the allocation specified herein of the settlement payments, and Employee agrees, represents and warrants that she (or others, but not Molaa) are entirely responsible for any taxes arising out of the settlement payments under this Agreement. Employee agrees to defend and indemnify the Molaa to the fullest extent permitted by law for any liability, costs, fees, attorneys fees, taxes, and/or penalties arising out of any non-payment of taxes, if any, owed as to the settlement amount specified herein.

3. As of the Effective Date, and in consideration of the promises, covenants, and payments herein, Employee, for herself and for any other persons claiming by or through her, including, any spouse, dependents, successors, heirs, assigns, agents, representatives, attorneys, and each of them, hereby fully and forever release and discharge Molaa, and its officers, directors, agents, attorneys, insurers, affiliated entities, employees, successors, representatives, and each of them, of and from any and all claims, demands, actions, causes of action, costs, fees, penalties, or obligations, whether at law or in equity, of any type or kind, pursuant to statute or common law, arising out of or relating to any acts or omissions that took place prior to the date of this Agreement, including without limitation, any matters relating to Employee's employment with or separation from Molaa, any claims or Labor Code violations pleaded in or which could have been pleaded in the Action, and any claims, actions or causes of action under any California Labor Code, Wage Orders, FEHA, and/or under any other California, Federal or local statutory, regulatory or common law relating to employment, including any claims based on any kind of discrimination, harassment, defamation, and/or retaliation arising out of or related to Employee's employment or otherwise. It is the parties' intention that this release be effective as a full and

final accord and satisfaction and release of all claims known and unknown, suspected and unsuspected, specifically listed or not, and pursuant thereto Employee waives any and all benefits of Section 1542 of the California Civil Code, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release which if known by him or her must have materially affected his or her settlement with the debtor." This Section 1542 waiver is an essential term of this Agreement.

3.1. Notwithstanding anything in this Section 3, this Agreement does not intend to release or discharge, nor shall it release or discharge any claims of any type which cannot by law be released and/or discharged pursuant to private contract.

4. As of the Effective Date, Employee further warrants and promises that she fully waives any and all rights to subsequently file, participate, join in or pursue any claim, proceeding, arbitration, or action for PAGA relief related to anything occurring or failing to occur during or in connection with her prior employment by Molaa, and specifically covenants not to sue for any such claims, of any type or kind. Employee further agrees to take any and all steps to affirmatively opt out or voluntarily relinquish any participation on her part in any other or subsequent actions or claims filed by any other present or former Molaa employee in which Employee is identified as a potential participant or claimant of any type.

5. Employee represents and warrants that, other than this Action, and its underlying LWDA filing, Employee has not filed or submitted any other lawsuits, charges, complaints, petitions, arbitrations or other accusatory pleadings against Molaa with, or made any disclosures to, any state or federal government agency or court, based on, arising out of or related in any way to any events occurring prior to the execution of this Agreement, including, without limitation, any events or absence of events relating to Employee's employment with or separation from Molaa or to any claims or alleged Labor Code violations alleged in the Action. Employee further agrees she will not hereafter file or join any other charges, complaints, petitions or accusatory pleadings by any other person in any court or with any governmental agency in which Molaa or any other person released herein is named as a defendant or responding party.

6. Molaa and Employee each agree that, except as allocated in Section 2.3 above, they shall each bear their own costs, expenses, and attorney's fees incurred in connection with this Agreement and the Action, and hereby waive any rights each might otherwise have had to seek recovery of costs, expenses and/or attorney's fees from the other.

7. Employee agrees to keep the terms of this Agreement, including, without limitation, the settlement sum, strictly confidential, and shall not disclose such information, directly, indirectly, or through social media, explicitly or by inference, to anyone (including, without limitation, any present or former employees, agents, contractors or representatives of Molaa), except that Employee may disclose such terms (though only in confidence) to her family, attorneys, financial or tax advisors, or if otherwise required by law (or by this Agreement), provided each such confidant is first advised of the confidentiality requirements of this Agreement and agrees to also maintain the confidentiality of the information disclosed. The parties acknowledge that the confidentiality terms of this Paragraph 7 are a material condition of

this Agreement, and that any breach of Paragraph 7 by Employee shall be considered a material breach of this Agreement, that a breach of Paragraph 7 would constitute an irreparable harm to Molaa, and that, in the event of any such breach, Molaa may obtain an injunction prohibiting future breaches in addition to other remedies available under this Agreement. The Parties also agreed that in the event of a breach of the provisions of this Paragraph 7, it would be impractical or extremely difficult to fix actual damages to the non-breaching party and accordingly, the parties agree that in the event of each such breach by Employee, Employee shall pay to Molaa, as liquidated damages and not as a penalty, the sum of Ten Percent (10%) of the settlement consideration, or, in other words, \$2,400.00, which represents reasonable compensation to Molaa for losses incurred because of such a breach of this Agreement's confidentiality provisions.

8. The Effective Date for purposes of Molaa's obligation to make settlement payments (and other terms) in Paragraph 2 (and its subparagraphs) and of Employee's releases and covenants not to sue (and other terms) in Paragraphs 3 and 4 shall be the date of Molaa's counsel's receipt of an Order signed by the Court dismissing the entire pending Action.

9. Nothing in this Agreement constitutes, is intended to constitute, or should or shall be deemed to constitute, an admission of any act, fact, liability, or lack of merit, with respect to any matters whatsoever.

10. Each party warrants and represents that it/she is fully authorized to enter into this Agreement and each of its terms, and that it/she has not assigned to any other party or person any claims released herein, or any obligations created herein.

11. This Agreement contains the entire Agreement between the parties with respect to all matters addressed herein, and fully supersedes any and all prior or contemporaneous Agreements, understandings or representations, oral or written, implied or expressed, pertaining to the subject matters hereof. This Agreement may be modified only by a writing signed by all parties hereto.

12. Each party agrees to do all things necessary to carry out and effectuate the terms of this Agreement, and expressly promises not to do or fail to do anything, directly or indirectly, which would interfere with any other party's realization of any of the benefits herein.

13. Construction, enforceability and performance of this Agreement shall be governed by the laws of the State of California (exclusive of choice of law rules), both substantive and procedural.

14. If, for any reason, any provision, term or any part of this Agreement is deemed unenforceable by a court or forum competent jurisdiction, all other terms shall remain fully binding and fully enforceable on all parties hereto.

15. This Agreement may be executed in multiple originals or counterparts, including pdf-emailed signatures, each of which shall be deemed an original or the equivalent thereof.

16. In the event any party hereto initiates legal proceedings to enforce, avoid, interpret or for breach of any of provision of this Agreement, the prevailing party therein shall be entitled to recover its/her costs and reasonable attorney's fees incurred in such proceeding.

WHEREFORE, each party hereto, by signing below, enters into this Agreement with the intent to be fully and forever bound by all of its terms.

Dated: 8/6/2021

DocuSigned by:

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Nicolette Lecy

Dated: AUGUST 5TH, 2021

By: 
Museum of Latin American Art