

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This is a Confidential Settlement Agreement and General Release ("Agreement") between Charles Foster, Kevin Glazier and Tyson Rhoads and Nick Markovich (collectively, "PLAINTIFFS"), on the one hand, and Chameleon Strategic Operations Inc. ("CSO") and Kosh Haimovitch (collectively, "DEFENDANTS"), on the other. PLAINTIFFS and DEFENDANTS shall collectively be referred to as "the Parties" and singularly as "Party." This Agreement is made between the Parties and will become effective on the day signed by all of the Parties.

RECITALS

A. PLAINTIFFS, through counsel, filed a Private Attorney General Act ("PAGA") lawsuit against DEFENDANTS alleging violations of the California Labor Code sections 201, 202, 203, 210, 221, 225.5, 226, 226.7, 226.8, 510, 512, 558, 1174(d), 1174.5, 1194, 1197.1, 1198.5(k), 1199, 2698 *et seq.*, 2802, failure to maintain accurate and complete records, failure to provide records, missed meal and rest breaks, failure to timely pay final wages, and failure to pay minimum and overtime, in Los Angeles Superior Court Case No. 20STCV25487 (the "Action").

B. DEFENDANTS deny PLAINTIFFS' allegations they engaged in any unlawful conduct whatsoever and deny any legal or equitable responsibility for the damages alleged by PLAINTIFFS arising out of PLAINTIFFS' alleged employment with DEFENDANTS.

C. The Parties wish to resolve the differences that have arisen between them.

D. The Parties understand and agree that neither the making of this Agreement nor anything contained herein, shall, in any way, be construed or considered to be an admission by either party of guilt, wrongdoing, or noncompliance with any federal, state or local statute, public policy, tort law, contract law, common law, or any other wrongdoing whatsoever. This Agreement is entered solely to buy peace and to resolve disputed claims and for no other reason.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration as hereinafter recited, the adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Settlement Amount:

DEFENDANTS agrees that within seven (7) days after all Parties have signed this Agreement and Harris & Ruble has provided the appropriate Form W-9, DEFENDANTS will commence five monthly payments to PLAINTIFFS equaling a total of Seventeen Thousand, Five Dollars and zero cents (\$17,500.00) ("Settlement Amount"), in five monthly payments of Three Thousand, Five Hundred Dollars (\$3,500) each, made payable to the Harris & Ruble Client Trust Account, on the 1st day of the month, in exchange for a release of all claims damages, penalties, wages, attorneys' fees, and costs in the Action, which will be reported by DEFENDANTS to the appropriate taxing authorities on a Form 1099 issued to Harris & Ruble.

The foregoing payments shall be delivered by wire transfer, ACH transfer, or by check to David Garrett Esq., Harris & Ruble, 624 S. Arden Blvd., Los Angeles, California 90005-3813.

DEFENDANTS contend that PLAINTIFFS have previously received all compensation due from any of the Released Parties and that any additional compensation is provided to resolve a disputed claim. PLAINTIFFS acknowledge and agree that DEFENDANTS have made no representations to PLAINTIFFS regarding the tax consequences of any amounts received by PLAINTIFFS pursuant to this Agreement. PLAINTIFFS hereby acknowledge and accept that any tax implications attributable to the payment provided for herein shall be the sole responsibility of PLAINTIFFS, except any required by law otherwise.

2. Release: In exchange for DEFENDANTS' payments and promises contained in this Agreement, PLAINTIFFS, for themselves and their heirs, successors and assigns, and hereby releases and discharges DEFENDANTS, including the release and discharge by PLAINTIFFS of DEFENDANTS' managers, owners, shareholders, parents, subsidiaries, successors, affiliates, insurers, reinsurers, officers, directors, principals, partners, current and former employees, attorneys, and representatives, (collectively "Released Parties") from any and all causes of action, claims, demands, costs and expenses, or damages, whether known or unknown, which he now has, or which have been or could have been asserted or could be asserted by PLAINTIFFS or on their behalf arising out of any act, occurrence, or transaction on or before the date of this Agreement, including without limitations PLAINTIFFS' employment with, or the separation thereof from, DEFENDANTS as of the date of the execution of this Agreement. This release includes, but is not limited to, any and all claims for declaratory or equitable relief, claims for contribution or indemnity, back pay, front pay, employee benefits, damages, reinstatement, and/or attorneys' fees and expenses, known or unknown, vested or contingent, which PLAINTIFFS now has or ever had resulting from any alleged violation, asserted or unasserted, of any federal, state and/or local laws, rules or regulations, including, but not limited to claims under Sections 1981 through 1988 of Title 42 of the United States Code, the National Labor Relations Act, 29 U.S.C. § 151 et seq., the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000(e) et seq., as amended, the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq., Section 806 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. § 1514A, the Employee Retirement Income Security Act of 1974, Equal Pay Act, California's anti-discrimination laws, or any other federal, state, or local human rights, civil rights, wage-hour, pension or labor laws, rules and/or regulations, public policy, contract or tort laws, or any claim arising under the common law, including assault and emotional distress, or any claims under DEFENDANTS' benefits plans, or any claim for costs, fees, or other expenses, including any and all attorneys' fees, or any other action relating to or arising out of PLAINTIFFS' employment with DEFENDANTS based upon any conduct up to and including the date of execution of this Agreement. Nothing in this Agreement is intended to release any claims that cannot be released as a matter of law.

3. Liens: Except as to taxes required to be withheld from the payments allocated to wage in Paragraph 1(a), above and any required payroll taxes, PLAINTIFFS will be responsible for payment of all taxes, interest, and penalties associated with the consideration provided under this Agreement, and will defend, indemnify, and hold DEFENDANTS and each of the Released Parties harmless from any such taxes, interest, or penalties.

4. Waiver of California Civil Code Section 1542: The Parties agree and understand they may have claims against each other, and PLAINTIFFS may have claims against the Released Parties. At the time of the execution of this Agreement, the Parties have no knowledge or suspicion, but agree and represent that this Agreement extends to all claims against each other, and as between PLAINTIFFS and the Released Parties, whether or not known, claimed or suspected by the Parties as of the date of this Agreement. The Parties knowingly and voluntarily waive any and all rights or benefits which they may now have, or in the future may have, against each other under the terms of Section 1542 of the California Civil Code which provides as follows:

**1542. CERTAIN CLAIMS NOT AFFECTED BY
GENERAL RELEASE.**

**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. Non-Disparagement: PLAINTIFFS agrees that after the date of the execution of this Agreement, they will not, to the public or to any individual person or entity, disparage (inclusive of criticize, condemn, or impugn) the reputation or character of DEFENDANTS, or any related business entity, and any of DEFENDANTS' officers, principals, partners, or former and current employees, or any of the actions or writings, specifically including but not limited to websites, social or news media, or job posting websites (i.e., Glassdoor, Indeed, etc.). Likewise, DEFENDANTS agree to not disparage PLAINTIFFS in any way.

6. Prospective Employers: In response to any reference inquiry made to DEFENDANTS, DEFENDANTS agrees that it will only provide PLAINTIFFS' position(s) held and dates held.

7. No Actions Filed: PLAINTIFFS represents that he has not filed or caused to be filed any complaints, suits, actions, charges, allegations, claims and/or proceedings relating to or arising out of his employment with DEFENDANTS other than above-referenced Action. If PLAINTIFFS has filed any complaints, suits, actions, charges, allegations, claims and/or proceedings PLAINTIFFS agrees to dismiss, in writing and with prejudice, any such complaints, suits, actions, charges, allegations, or claims and/or proceedings immediately, as part of a voluntary settlement as part of this Agreement upon final payment by DEFENDANTS. Nothing in this Agreement shall prevent or limit PLAINTIFFS' ability to file, cooperate with or participate in any proceeding before any federal, state or other government agency the Equal Employment Opportunity Commission, or any analogous federal or state government agency, except that PLAINTIFFS hereby acknowledges and agrees and hereby waives his right to any

monetary benefits in connection with any such proceeding before the Equal Employment Opportunity Commission, the Department of Labor, or any analogous federal, state or other government agency. In the event that PLAINTIFFS voluntarily or knowingly institutes, or becomes a party to, or is a member of a class that institutes any action relating to his employment or separation thereof with DEFENDANTS, his claim shall be dismissed, or class membership terminated immediately upon presentation of this Agreement. He shall reimburse DEFENDANTS for all legal fees and expenses incurred in defending claims instituted with Plaintiffs' consent, and in obtaining the dismissal thereof.

8. Confidentiality: PLAINTIFFS agrees the contents, terms, and conditions of this Agreement must be kept confidential and may not be disclosed except to PLAINTIFFS, PLAINTIFFS' spouse, if any, and PLAINTIFFS' accountants, or attorneys or pursuant to subpoena or court order. PLAINTIFFS agrees that before disclosing any confidential information, PLAINTIFFS will advise the recipient that it is confidential and may not be disclosed. PLAINTIFFS agrees that asked for information concerning this Agreement, PLAINTIFFS will state only that "the matter has been resolved to the satisfaction of all Parties" without further comment.

9. Surrender of Property: PLAINTIFFS agree and confirm all materials, items, documents and data in PLAINTIFFS' possession, custody, or control that are DEFENDANTS' property (including, but not limited to, keys, credit cards, phones, records, computers, hand held PDAs, cellular phones, computer files and disks, notes, inventory, and any other of DEFENDANTS' information, in whatever form) have been surrendered to DEFENDANTS.

10. Binding Effect: This Agreement shall be binding upon the Parties, their heirs, executors, administrators, assigns, successors, beneficiaries, employees, and agents, and shall inure to the benefit of their successors and assigns.

11. Attorneys' Fees: PLAINTIFFS understand and agree that neither this Agreement nor the negotiations in pursuance thereof shall be interpreted to render PLAINTIFFS a prevailing party for any reason, including, but not limited to, an award of attorneys' fees, expenses, or costs under any statute or otherwise. If any action is brought to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and expenses from the other party, in addition to any other relief to which the prevailing party may be entitled.

12. Medicare: PLAINTIFFS affirm that Medicare does not have an interest in the Settlement Amount subject of this Agreement and other Medicare related disclosures and representations. PLAINTIFFS confirm and stipulate that the claims subject to this Agreement do not involve any illness, injury, incident, or accident specifically for which medical expenses were, or are expected to be, incurred as a result of any act by DEFENDANTS. Regarding PLAINTIFFS' release of claims relating to any past medical benefits, PLAINTIFFS further specially warrants, affirms, and stipulates that he has no cognizable claims for such benefits. Accordingly, PLAINTIFFS affirm that the Centers for Medicare & Medicaid Services, including any related agency or entity representing Medicare's interests) (hereafter, "Medicare"), have no interest in the payments under this Agreement.

13. Consultation: PLAINTIFFS acknowledge notice of this written admonition to consult an attorney prior to executing the Agreement and that, prior to executing this Agreement, were given sufficient opportunity to review this Agreement and consult with an attorney.

14. Modification: This Agreement may not be modified, altered, or changed in any respect except by another written agreement that specifically refers to this Agreement, executed by authorized representatives of each of the parties to this Agreement. This Agreement may be executed in counterparts, each of which shall be an original as against any party who or which signed it, and all of which shall constitute one and the same document. The Parties' signatures sent via PDF through email, and Parties' electronic signatures sent via PDF through email, shall be considered original signatures and enforceable for all purposes, including but not limited to a motion to enforce settlement. This Agreement represents the complete understanding between the parties. No other promises or agreement shall be binding or shall modify this Agreement unless signed by the parties hereto. This Agreement is made in California and shall be governed by and construed in accordance with the laws of the state of California. Its language shall be construed as a whole, according to its fair meaning and not strictly for or against either party.

15. Voluntary Agreement: PLAINTIFFS acknowledge reading and understanding the contents of this Agreement and that they are executing it voluntarily, without any duress and with knowledge of its meaning and effect.

16. Captions: The captions utilized herein have been inserted solely for identification and reference purposes only and shall not be used in the construction or interpretation of this Agreement.

17. Severability: The provisions of this Agreement are severable, and if any part of it is found to be invalid or unenforceable, the other parts shall remain fully valid and enforceable. Specifically, should a court, arbitrator, or government agency conclude that a particular claim may not be released as a matter of law, it is the intention of the parties that the general release, the waiver of unknown claims and the covenant not to sue above shall otherwise remain effective to release any and all other claims. If any provision, term, section, or paragraph of this Agreement is determined to be unenforceable, such provision, term, section, or paragraph shall be modified so that the unenforceable provision, term, section, or paragraph is enforceable to the greatest extent possible.

18. Enforceability: The Parties specifically agree that: (i) this Agreement is admissible as evidence and subject to disclosure in enforcement proceedings; (ii) this Agreement is binding and enforceable; (iii) all the material terms of the settlement agreement are set forth herein; and (iv) all Parties specifically waive any confidentiality privilege that may apply to this Agreement solely for purposes of its enforcement in a court of law. The Parties agree that the Superior Court of California, County of Solano shall be a court of competent jurisdiction to enforce the terms of this Agreement and carry its provisions into effect.

IN WITNESS HEREOF, PLAINTIFFS and DEFENDANTS voluntarily execute this Agreement consisting of 18 numbered paragraphs on the dates designated below.

Dated: February 21, 2021

CHARLES FOSTER, PLAINTIFF

Dated: February 21, 2021

KEVIN GLAZIER, PLAINTIFF

Dated: February 21, 2021

NICK MARKOVICH, PLAINTIFF

Dated: February 21, 2021

TYSON RHOADS, PLAINTIFF

Dated: February 21, 2021

DEFENDANT CHAMELEON STRATEGIC
OPERATIONS, INC.

BY: _____

ITS: Officer/Agent

Dated: February 21, 2021

DEFENDANT KOSH HAIMOVITCH
