

1 MLAW ATTORNEYS
Narak Mirzaie (SBN 311508)
2 *litigation@mlaw.attorneys.com*
680 East Colorado Blvd. Suite 180
3 Pasadena, CA 91101
Telephone: (626) 626-4422
4 Facsimile: (626) 626-4420
Attorneys for Plaintiff
5 Vigen Zadourian

6
7 VENABLE LLP
Daniel P. Hoffer (SBN 173812)
8 *dphoffer@venable.com*
Kyle P. Klein (SBN 311756)
9 *kpklein@venable.com*
2049 Century Park East, Suite 2300
10 Los Angeles, CA 90067
Telephone: (310) 229-9900
11 Facsimile: (310) 229-9901

12 Attorneys for Defendant
Forrest Machining, Inc.

14
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF LOS ANGELES**

17 VIGEN ZADOURIAN, an individual,

18 Plaintiff,

19 v.

20 FORREST MACHINING, INC., a California
corporation; and DOES 1 through 100,
21 inclusive,

22 Defendants.
23

Case No.: 20CHCV00468

Assigned to: Hon. Melvin Sandvig

Dept.: F-47

**DECLARATION OF NARAK
MIRZAIE**

1 I, Narak Mirzaie, hereby declare and state as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I
3 am the Managing Partner of M Law Attorneys, APC, counsel for Plaintiff Vigen Zadourian
4 (“Zadourian” or “Plaintiff”). I have personal knowledge of the facts set forth herein and if called
5 as a witness to testify to them, I could and would do so competently.

6 **Education and Experience**

7 2. I obtained a B.A. Degree from Cal State Northridge in 2012, majoring in
8 Communication and Media Studies.

9 3. Thereafter I attended the Southwestern School of Law, receiving my J.D. Degree
10 in 2016.

11 4. Since becoming a member of the Bar, I have managed a practice focused on
12 representing employees in complex employment matters, such as this one. I have been appointed
13 class counsel in numerous matters and have experience in the litigation, mediation, and
14 settlement of representative actions.

15 **Factual and Procedural Background**

16 5. On April 30, 2019, Plaintiff exhausted the pre-filing requirements of the Labor
17 Code Private Attorneys General Act of 2004, Labor Code §§ 2698 et seq. (“PAGA”). A true and
18 correct copy of the PAGA Notice is attached hereto as **Exhibit A**. In the PAGA Notice, I made
19 a typographical error by inserting the name “Chick” in place of FMI. This was merely a
20 typographical error and the remainder of the PAGA Notice makes clear that FMI is the employer
21 at issue, not “Chick.”

22 6. On August 12, 2020, Plaintiff initiated the present action by filing a Complaint
23 with this Court. The seventh cause of action seeks the recovery of penalties under PAGA for
24 alleged failure to provide meal and rest breaks. On the same date, Plaintiff and Defendant,
25 Forrest Machining Inc. (“FMI”) entered and executed a Settlement Agreement and General
26 Release. The Settlement Agreement resolves both the Plaintiff’s individual claims and the
27 PAGA representative claim. A true and correct copy of the Original Settlement Agreement is
28 attached hereto as **Exhibit B**.

1 7. On November 25, 2020, I submitted a Motion for Approval of the PAGA
2 Settlement on behalf of Plaintiff, which was set to be heard on January 19, 2021. On January 5,
3 2021, however, Nejdeh Vartanian (“Intervenor”), filed a Motion for Leave to Intervene in the
4 instant action, which was set to be heard on February 22, 2021, but was advanced to January 19,
5 2021 by the Court. On January 19, 2021, the Court placed both motions off calendar and ordered
6 Intervenor to file a Notice of Related cases in the instant action. The Court then rescheduled the
7 hearings on the Motion for Leave to Intervene and the Motion for PAGA Settlement Approval
8 for March 30, 2021.

9 8. On March 4, 2021, the Parties submitted an Amended Notice of Motion and
10 Motion for PAGA Settlement Approval. The Court issued a ruling on March 30, 2021, denying
11 the Motion and providing instructions pertaining to the defects of the Motion. The Court also
12 indicated that Plaintiff’s PAGA Notice was deficient as it failed to provide sufficient notice to
13 the LWDA. The Court specifically commented that “Plaintiff’s notice also fails to adequately
14 identify any aggrieved/affected employees other than Plaintiff.” The Court continued the hearing
15 on the Motion until May 26, 2021. The May 26, 2021 hearing date was thereafter continued to
16 June 4, 2021.

17 9. The Parties submitted a Joint Stipulation regarding the PAGA Settlement on May
18 11, 2021, an Amended Settlement Agreement, along with a Proposed Order for approval by the
19 Court. A true and correct copy of the Parties Amended Settlement Agreement is attached hereto
20 as **Exhibit C**. On June 4, 2021, the Court issued an Order denying the Motion and inviting the
21 Parties to submit a noticed Motion to cure the deficiencies.

22 **Terms of the Settlement Agreement**

23 10. In response to the Court’s direction arising out of its March and June rulings on
24 the Motion for Approval of PAGA Settlement, on July 21, 2021, the Parties entered into a
25 Second Amended Settlement Agreement. A true and correct copy of the Second Amended
26 Settlement Agreement is attached hereto as **Exhibit D**.

1 **Investigation and Settlement Discussions**

2 11. Before the Parties reached the proposed settlement, the Parties conducted
3 informal investigation and discovery, including propounding and responding to informal
4 document exchanges. Time, attendance, and payroll records were voluntarily produced by FMI.
5 Additionally informal discovery was conducted and discussions regarding the financial ability of
6 FMI to sustain a protracted PAGA litigation were exhausted by Plaintiff.

7 12. My colleagues and I conducted a thorough investigation into the facts and law
8 during the prosecution of the PAGA cause of action, including the exchange of extensive
9 informal discovery and the review and verification of statistical data and other facts and
10 information provided by Defendant. Between May 5, 2020 and August 12, 2020, I engaged with
11 FMI's counsel in approximately 16 telephone calls, 12 emails, and dozens of text messages to
12 further settlement negotiations. FMI produced over 1,000 pages of documentation and I
13 evaluated the time, payroll records, and personnel-related documents, including policies
14 pertaining to meal and rest periods. During protracted settlement negotiations, FMI shared its
15 arguments against liability on the PAGA claim. In particular, FMI maintains, among other
16 arguments, that Plaintiff and the other aggrieved employees were always provided with the
17 opportunity to take meal and rest periods without interruption and FMI provides longer meal and
18 rest periods than required by California law. FMI's evidence submitted in informal discovery
19 indicates that FMI used best efforts to maintain lawful meal and rest period policies for all
20 employees. Therefore, in my analysis, while Plaintiff might have strong individual claims, the
21 PAGA claim on behalf of other aggrieved employees is greatly diminished.

22 13. In coming to terms on the proposed PAGA settlement, I also took into account
23 that even if Plaintiff prevailed on the merits of the PAGA claim, FMI might persuasively argue
24 that the Court should exercise its discretion to reduce the amount of civil penalties assessed.

25 14. In coming to terms on the proposed PAGA settlement, I took into account the
26 deficient PAGA Notice that failed to provide adequate notice to the LWDA.

27 15. Based on our independent investigation and evaluation, my colleagues and I are
28 of the opinion that settlement for the consideration and on the terms set forth in this Settlement

1 Agreement is fair, reasonable, and adequate and is in the best interest of the Plaintiff and the
2 Aggrieved Employees in light of all known facts and circumstances, including the risk of
3 significant delay and the defenses asserted by Defendant. Defendant and its counsel also agree
4 that this settlement is fair and in the best interest of the Plaintiff and the Aggrieved Employees.

5 16. Prior to settlement, comprehensive damage analysis was created using sampling
6 information obtained through informal discovery. This damage analysis reveals that the
7 negotiated settlement falls within a realistic range of recovery.

8 17. The PAGA claims alleged by Plaintiff could be valued at over \$200,000.
9 However, any recovery on these claims is not certain. PAGA claims are discretionary, such that
10 the Court could decline to award their full value. They are also derivative, so Plaintiff must
11 prevail on his underlying Labor Code claims to prevail on these claims. Finally, the Court may
12 award far less than the maximum value on these penalty claims, particularly if they approach or
13 exceed the value of the underlying wage claims. A discount on the maximum value is also
14 warranted to resolve the matter at this stage of the litigation.

15 18. Additionally, obtaining and enforcing a judgment in the range sought in this
16 matter for meal and rest period violations could easily cost \$350,000 to \$500,000 in attorneys
17 fees and costs for both parties, including costs and fees for extensive discovery and perhaps
18 several dozen depositions, and lay and expert witness preparation. The difficulties of a complex
19 representative action litigation, and the risks and uncertainty in proving violations of meal and
20 rest period requirements, and the potential for protracted litigation and various other possible
21 delays and appeals were carefully considered.

22 19. Defendant strongly contends that its policies and practices do not violate any
23 laws.

24 20. When the costs and risks of litigation and loss on the merits are considered, my
25 colleagues and I are of the opinion that the settlement reached is a favorable one.

26 ///

27 ///

28 ///

1 **Notice of Settlement to the LWDA**

2 21. Concurrently with the filing of this Motion, my office is transmitting the
3 Settlement Agreement and these approval documents to the LWDA, in compliance with Labor
4 Code § 2699(1)(2).

5 **Requested Attorneys' Fees are Reasonable**

6 22. I have spent approximately 94.2 hours litigating the instant action to bring it to
7 resolution, not including the hours I will expend through the settlement and dismissal of this
8 action. My hourly rate is \$600. My efforts to achieve this result include, but are not limited to,
9 the following: meeting with Plaintiff and reviewing documents provided by Plaintiff and FMI;
10 preparing and submitting the PAGA notice to the LWDA and FMI; preparing and filing the
11 PAGA complaint; analyzing voluminous employment records and time and payroll records;
12 appearing at court hearings; protracted negotiations with FMI's counsel; and drafting the
13 Settlement Agreements.

14
15 I declare, under penalty of perjury, under the laws of the State of California, that the
16 foregoing is true and correct. Executed this 21 day of July 2021 at Pasadena, California.

17
18 
19 Narak Mirzaie, Esq.

EXHIBIT A



April 30, 2020

T: (626)626-4422 Ext 101
F: (626)626-4420

**CERTIFIED MAIL TO FORREST MACHINING, INC. 7019 2280 0001
2540 2463**

Forrest Machining, Inc.
Attn: Legal Team/Management
27756 Ave Mentry
Santa Clarita, CA 91355

VIA ELECTRONICALLY

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94162

**Re: Claims of VIGEN ZADOURIAN for Violation of California
Labor Code Asserted Under Private Attorney's General Act
(PAGA), California Labor Code §§ 2698 et seq.**

Dear PAGA Administrator:

This office represents Mr. Vigen Zadourian ("Plaintiff") in connection with claims against Forrest Machining, Inc. ("Forrest") under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code §§ 2698 et seq. The purpose of this letter is to notify the California Labor & Workforce Development Agency ("Agency" or "LWDA") and Chick of these claims in accordance with Labor Code § 2699.3(a), and to furnish Forrest with an opportunity to cure, if applicable, under Labor Code § 2699.3(c)(2)(A). Claims under PAGA are asserted in a representative capacity on behalf of other current or former Chick employees under Labor Code §§ 2699 and 2699.3.

The facts in this case reveal an extraordinary and abusive pattern of Labor Code and Wage Order violations by Forrest. Forrest failed to provide meal and rest periods to its employees in compliance with California law and the applicable wage orders and are in violation of Labor Code § 226. These violations give rise to a variety of penalties that are subject to recovery under PAGA (in the absence of Agency enforcement). This letter describes violations with respect to my client (and other similarly situated employees).

LABOR CODE VIOLATIONS

A. Principle Participants

1. FORREST MACHINING, Inc. (Defendant)

Forrest Machining, Inc. ("Forrest") is a Manufacturer in southern California and the known address for Forrest is 27756 Ave Mentry, Santa Clarita, CA 91355.

2. VIGEN ZADOURIAN (Plaintiff)

Mr. Zadourain was a former employee of Forrest Machinning, Inc. and was employed by Forrest from September of 2019 until April of 2020. For the first several months Mr. Zadourian's shift was from 6 pm until 6 am. When working night shifts, Mr. Zadourian would receive his first rest break after the fourth hour. Furthermore, during night shifts workers including Mr. Zadourian were not provided with a second meal break or a third rest break. This was a regular practice of the company across all employees.

Approximately two months prior to Mr. Zadourian's termination, Mr. Zadourian was moved to the morning shift. The morning shift required Mr. Zadourian to work from 6 am until 6 pm. Again, Forrest failed to properly provide Mr. Zadourian and other employees with meal and rest breaks. Mr. Zadourian was provided his first meal break after the fifth hour mark in his shift. Mr. Zadourian was not provided a second meal break when he would work over ten (10) hours. Furthermore, Mr. Zadourian would not receive his third (3) rest break when he would work more than ten (10) hours. Forrest committed such violations against all employees, since the employees' meal and rest breaks were governed by a common bell.

. Plaintiff was not provided with meal or rest breaks. When Plaintiff could take a meal break it was past the fifth (5) hour mark which was in violation of California Labor Laws.

Plaintiff was terminated from his employment on January 19, 2019. Plaintiff has not been compensated for the premium wages. Defendant violated multiple California Labor Codes and is subjected to penalties under the law.

B. Violations

1. Failure to Provide Meal and Rest Periods [Labor Code Section 226.7]

Labor Code Section 226.7 requires employers to provide a meal period or rest period in accordance with an applicable order for the Industrial Welfare Commission, if the employers fail to do so, they should pay the employee one additional hour of pay at the employee's regular rate compensation for each work day that the meal or rest period is not provided. Forrest routinely deprived its employees of meal and rest breaks.

The legal rights and property, including, but not limited to, rightfully earned compensation for meal and rest periods entitling my client to recover such amounts are also deprived.

2. Failure to Pay Wages [Labor Code 201, 203]

Labor Code Section 201 (a) requires employers to pay employee the wages they earned and unpaid at the time of discharge immediately or within a reasonable time that should not exceed 72 hours. Forrest failed to do this, because the premiums for these meal and rest breaks have yet been paid to Mr. Zadourian.

Based on Forrest conduct as alleged herein, Forrest is liable for civil penalties pursuant Labor Code Section 203 (a). Forrest failed to comply with this statute as well. Forrest is also liable for civil penalties pursuant to Labor Code Section 204 (a).

3. Civil Penalty for Labor Code Violation [Labor Code 558]

Based on Forrest conduct as alleged herein, Forrest is liable for civil penalties pursuant to California Labor Code Section 558 and other applicable provisions of the Employment Laws and Regulations.

We respectfully request the Agency to promptly review this submission and take action to seek civil penalties against the Forrest owners or advise us that it will not be investigating and prosecuting the Forrest's owners so that my client may do so under PAGA.

4. Failure to Provide Paystubs in Violation of Labor Code 226

Labor Code 226(e) states, "(a) Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross

wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number.

Plaintiff was a non-exempt employee, and Defendant failed to provide Plaintiff with accurate paystubs as required under labor code 226(e).

Please allow this letter to serve as notice under Private Attorney General Act. Should you have any questions please feel free to contact my office.

Regards,
M LAW ATTORNEYS, APC

A handwritten signature in dark ink, appearing to read "Narak Mirzaie", written in a cursive style.

Narak Mirzaie, Esq.

EXHIBIT B

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is made and entered into as of August 12, 2020 by and between VIGEN ZADOURIAN (ZADOURIAN" or "Defendant") on one part, and FORREST MACHINING, INC. ("FMI" or "Defendant"), on the other part (collectively "the Parties"), with reference to the following facts:

A. ZADOURIAN was employed by FMI.

B. ZADOURIAN contends that he was not properly compensated for all hours worked, including overtime payments, that he was not properly provided meal and rest periods, that he was not provided accurate wage statements, and that he was not fully paid all wages due at the end of his employment, among other wage and hour claims.

C. ZADOURIAN further contends that during his employment with FMI, he was subjected to acts of discrimination and harassment arising from his national origin, resulting in the wrongful termination of his employment.

D. ZADOURIAN and FMI have, in the interest of resolving the dispute and issues raised by the written demand letter and Notice of Intent to Sue under the Private Attorneys' General Act (PAGA) dated April 12, 2020, agreed to settle this matter. FMI entered into this Agreement without acknowledging any wrongful conduct or liability on its part, and in fact, does deny the same.

NOW, THEREFORE, on the basis of the foregoing facts and in consideration of the mutual covenants and agreements of the Parties hereinafter set forth, the Parties hereby covenant and agree as follows:

1. AGREEMENT OF SETTLEMENT

1.1 Subject to the terms and conditions set forth herein, for the valuable consideration specified herein, the Parties hereto hereby covenant and agree to, and shall, compromise and settle all of their respective rights, claims, obligations and liabilities *inter se*, including without limitation, all of their respective rights, claims, obligations and liabilities with respect to the facts described above.

1.2 For the sole and express purpose of securing the payments set forth below, ZADOURIAN agrees to a settlement of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$-250,000.00) payable as follows:

(a) Within thirty (30) days of court approval of this settlement agreement, FMI will remit payment of \$190,000.00 payable to "M Law Attorneys APC Client Trust Account" ("the Firm"). This sum will be designated as settlement of any and all claims associated with statutory violations arising from claims of discrimination, harassment, retaliation and/or wrongful termination, as well as any and all attorneys' fees associated with the settlement. The Firm shall provide FMI with a current Form W-9 as a

condition of this Agreement.

(b) Within thirty (30) days of court approval of this settlement agreement, FMI will remit payment of \$10,000.00 payable to ZADOURIAN through FMI's regular payroll processes, and subject to a Form W-2, with all withholdings and deductions, as required by law. This sum will be designated as settlement of any and all individual wage and hour claims, inclusive of ZADOURIAN's individual penalties.

(c) Within thirty (30) days of court approval of this settlement agreement, FMI will remit payment of \$37,500.00 payable as PAGA penalties directly to the California Labor and Workforce Development Agency ("LWDA"), subject to court approval. An additional \$12,500.00 will be distributed to any and all aggrieved employees, subject to review and administration by FMI.

THE TOTAL PAGA PAYMENT UNDER THIS AGREEMENT SHALL NOT EXCEED \$50,000.00.

If for any reason the PAGA settlement is not approved by the court or the LWDA, ZADOURIAN agrees that such claim shall nonetheless be waived and that disapproval shall not invalidate any portion of this release. ZADOURIAN further agrees that he is not entitled to any "enhancement" or further payment from this sum.

(d) The portions of the settlement payment identified in Section 1.2(a) and (c) hereinabove will not be subject to all federal and/or state withholdings and deductions, rather shall be classified as payment for statutory penalties and/or attorneys' fees and costs. FMI makes no representations or warranties concerning the tax status of the payments referenced hereinabove beyond providing the Firm with an IRS 1099 at the end of the calendar year in which any settlement payment under this Agreement is made. Any characterization for tax purposes of such payment thereafter is solely the responsibility of ZADOURIAN,

(e) Furthermore, ZADOURIAN agrees that, to the extent that the payment set forth in Paragraph 1.2(a) hereinabove, or any part thereof, is construed by a federal, state or local taxing authority as wage payments for which applicable employment taxes and withholdings should have been withheld by FMI, ZADOURIAN shall indemnify, defend and hold FMI harmless from any claims, demands, penalties, interest, deficiencies, levies, assessments, executions, judgments or recoveries under any federal, state or local tax laws, and any costs, attorney's fees, expenses, damages, or other amounts incurred which are associated therewith, which are in any way related to or arise from any such actual or potential tax obligations imposed by law, and/or any share of any such tax, and/or any withholding or contribution obligations, including but not limited to FICA, state unemployment insurance, state disability insurance contributions, and the like. In the event that any governmental entity makes any inquiry regarding this Agreement, the party receiving such inquiry shall immediately notify in writing the other party of such inquiry.

1.3 The Parties and their respective counsel of record agree that the terms of this settlement agreement among them is and will be confidential, except to the extent that court approval is required. The Parties agree that in response to any inquiry, each Party shall state only that "*the dispute*

has been resolved and decline to provide the terms of the settlement, and that the Parties will not provide a copy of the settlement, or any description of its terms, to anyone except in compliance with a court order or as required pursuant to any pending judicial proceeding to which a Party may be a party, or to accountants, attorneys, certified financial planners or other individuals or entities to whom disclosure is necessary to obtain professional tax or financial planning advice or otherwise to satisfy or assist in satisfying the performance obligations of this Agreement. Any such individual or entity to whom such a disclosure is made must be advised that the information is confidential and cannot be disclosed to any other individual or entity. The Parties further agree that the breach of the confidentiality provision will be considered a material breach of this Agreement and that such will give the non-breaching party the right to obtain liquidated damages in the amount of TEN THOUSAND DOLLARS (\$10,000.00) per incident, plus all attorneys' fees and costs incurred in seeking to enforce the terms of this paragraph and recover said liquidated damages.

1.4 The Parties shall not (and shall not permit any of their respective agents to), directly or indirectly, disparage, denigrate or make any inaccurate, untruthful or incorrect statement about (whether verbally, in writing, electronically, through social media, or through any other means of communication) the other party or any of their respective officers, directors, shareholders, managers, members, partners, employees, agents or business affiliates. For purposes of this paragraph, a disparaging statement includes, without limitation, any communication which, if publicized to another, would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, good character or product quality of the person or entity to whom the communication relates.

1.5 ZADOURIAN shall release FMI as set forth below.

2. RELEASE OF CLAIMS

2.1 Except for the right to enforce this Agreement, ZADOURIAN, as well as for his agents, servants, employees, dependents, heirs, executors, administrators, assigns, and successors, past and present, and each of them, does hereby irrevocably and forever release and discharge, waive, relinquish, quitclaim, settle, and forgive all rights, interests, claims, demands, causes of action, or choses in action of whatever kind or nature, whether absolute, contingent, known, unknown, suspected or otherwise, and whether now existing or arising in the future, which he may now or hereafter have against the Defendant, or any of their affiliated or related business entities, and their officers, directors, franchisees, shareholder, employees, agents, servants, representatives, attorneys, insurers, owners, assigns, and successors, past and present, directly or indirectly arising out of or otherwise relating to the facts, set forth above, and any other acts, omissions, or events occurring on or before the date of this Agreement.

Further, without limiting the general scope of this Release, ZADOURIAN acknowledges that it is his intention to release the Defendant, as well as their affiliated and related business entities, predecessors-in-interest, successors-in-interest, officers, directors, shareholders, employees, agents, servants, representatives, attorneys, insurers, owners, assigns, and successors, past and present, directly or indirectly arising out of or otherwise relating to his claims, and to waive any and all claims against them, including, but not limited to, potential claims that ZADOURIAN may now have or that may hereafter

accrue for: wrongful termination; work-related injury or illness; breach of any claimed employment contracts with FMI, including, but not limited to, breach of the implied covenant of good faith and fair dealing and any and all other express and implied provisions of such contract; for any and all violations of: the Civil Rights Act of 1964; the Equal Pay Act; the Employee Retirement Income and Security Act (ERISA); the Fair Labor Standards Act; the Immigration Reform and Control Act of 1986; the Americans With Disabilities Act of 1990; the Age Discrimination in Employment Act (ADEA); the Genetic Information Non-Discrimination Act of 2008 (GINA); all other federal civil rights laws; the California Fair Employment and Housing Act; the California Labor Code; and any and all other provisions of the statutory and common law of the State of California, all other states in the United States of America, the United States of America, and all other countries of the world, that in any manner whatsoever apply to, affected or regulated the employment of ZADOURIAN, or the ending of that employment.

2.2 This Agreement is intended to release and discharge any claims or potential claims of ZADOURIAN under the federal Age Discrimination in Employment Act ("ADEA"). To satisfy the requirements of the Older Workers Benefit Protection Act, 29 U.S.C. section 626(f), the Parties agree as follows:

(a) ZADOURIAN acknowledges that he understands the terms of this Agreement.

(b) ZADOURIAN acknowledges that this Agreement advises him in writing that he should consult with an attorney before executing this Agreement. ZADOURIAN is represented by counsel in connection with this Agreement, and by executing this Agreement, ZADOURIAN represents and warrants that he has obtained and considered all such legal advice he deems necessary concerning this Agreement.

(c) ZADOURIAN acknowledges that he is entering into this Agreement freely and voluntarily and without coercion, duress, fraud or undue influence of any kind whatever.

(d) ZADOURIAN acknowledges that he has been given at least twenty-one (21) days in which to consider whether to enter into this Agreement. ZADOURIAN understands that, at his option, he may elect not to use the full 21-day period, and if he signs this Agreement before the expiration of the 21-day period, he has done so voluntarily.

(e) This Agreement shall not become effective or enforceable until the eighth day after ZADOURIAN signs this Agreement. In other words, ZADOURIAN may revoke his acceptance of this Agreement within seven (7) days after the date he signs it. To be effective, ZADOURIAN's revocation must be in writing and received by Brian Koegle (bkoegle@pooleshaffery.com), by 5:00 p.m. on the seventh day following his execution of this Agreement. If ZADOURIAN does not revoke acceptance within the seven (7) day period, ZADOURIAN's acceptance of this Agreement shall become binding and enforceable at 12:01 a.m. on the eighth day ("Effective Date"). Counsel for ZADOURIAN agrees to notify counsel for FMI in writing or by electronic mail on or shortly after the eighth day as to whether ZADOURIAN has revoked this Agreement.

(f) This Agreement does not waive or release any rights or claims that ZADOURIAN may have under the Age Discrimination in Employment Act that arise after the execution of this Agreement.

2.3 In providing the release described in Paragraphs 2.1 and 2.2, ZADOURIAN hereby expressly acknowledges that the release is a general release that applies to all claims for injuries, damages or losses to person and property, real or personal (whether those injuries, damages or losses are known or unknown, foreseen or unforeseen) and irrevocably waives the provisions of and all of the rights and benefits conferred by Section 1542 of the Civil Code of the State of California, which 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."

ZADOURIAN understands and acknowledges the significance and consequence of such specific waiver of Section 1542 and he hereby assumes full responsibility for any injuries, damages, losses, or liability that may hereafter incur from the above-specified dispute.

3. CERTAIN REPRESENTATIONS AND WARRANTIES

3.1 The Defendant hereby makes the following representations and warranties to ZADOURIAN, each of which is material, is being relied upon by ZADOURIAN and is true as of the date hereof:

(a) This Agreement has been duly and validly executed and delivered by the Defendant, and no further action of any kind or nature will be or is necessary on the part of any other person whomsoever, to make this Agreement valid, binding and enforceable upon the Defendant in accordance with the terms hereof; and this Agreement constitutes a legal, valid and binding obligation of the Defendant, enforceable in accordance with the terms hereof.

3.2 ZADOURIAN hereby makes the following representations and warranties to the Defendant, each of which is material and is being relied on by the Defendant and is true as of the date hereof:

(a) This Agreement has been duly and validly executed and delivered by ZADOURIAN, and no further action of any kind or nature will be or is necessary on the part of any other person whomsoever, to make this Agreement valid, binding and enforceable upon ZADOURIAN in accordance with the terms hereof; and this Agreement constitutes a legal, valid and binding obligation of ZADOURIAN, enforceable in accordance with the terms hereof;

(b) ZADOURIAN is the sole and lawful owner of all rights, title and interest in and to all claims, demands, causes of action, choses in action, rights and interests covered by the provisions of Paragraph 2 hereof, and ZADOURIAN has not heretofore sold, assigned, transferred, hypothecated, or otherwise disposed of any interest in any such claim, demand, cause of action, chose in action, right and/or

interest.

4. ENFORCEABILITY AND BINDING AND CONCLUSIVE EFFECT

4.1 It is the mutual intent of all Parties hereto that this Agreement is, and shall be, final, conclusive, binding, enforceable and non-terminable as of, and from and after the date of execution hereof notwithstanding, and regardless of: (i) any change in the law (statutory, judicial, or otherwise) at any time after the date hereof; and/or (ii) except as set forth in Paragraphs 3.1 and 3.2, whether any of the facts with respect to, or otherwise on the basis of, upon which any of the Parties hereto has entered into and/or executed this Agreement is at any time after the date hereof found or proven to be different in any manner whatsoever from the facts now believed by any of the Parties to be true as of the date hereof; and/or (iii) except as set forth in Paragraphs 3.1 and 3.2, the discovery of the existence of any additional claims based upon facts existing as of the date of this Agreement which any of the Parties hereto may have against any of the other Parties hereto.

4.2 Without limiting the generality of any of the provisions hereof, including, without limitation, the provisions of Paragraphs 2.1, 2.2, 2.3, 3.1, and 3.2 hereof, and in furtherance thereof, each of the Parties hereto hereby recognizes, acknowledges, and agrees as follows:

(a) Each of the Parties has retained an attorney and has had the opportunity to review with such attorney the meaning, significance, and legal effect of each provision of this Agreement in its entirety;

(b) Each of the Parties has had adequate opportunity to make, and has made whatever investigation or inquiry that it has deemed necessary or desirable in connection with the subject matter of this Agreement prior to the execution and delivery hereof;

(c) None of the Parties has been induced to enter into or execute this Agreement on the basis of any statement, covenant, agreement, promise, representation, or warranty of any of the other Parties hereto not otherwise expressly set forth herein;

(d) If any fact with respect to, or otherwise on the basis of, which each of the Parties has entered into and executed this Agreement, is at any time hereafter found or proven to be other than, or different from, the facts now believed by each of the Parties to be true, each of the Parties nevertheless hereby expressly accepts and assumes the risk of such possible difference in facts and further covenants and agrees that this Agreement shall be and remain effective, binding and non-terminable, notwithstanding any such difference in facts;

(e) This Agreement, and the settlement covered and contemplated hereby, is intended by each of the Parties to be and shall be final, binding, and conclusive thereon pursuant to a full and final accord and satisfaction between all of the Parties hereto and is intended to, and shall, constitute a bar to each and every claim, demand and cause of action covered by Paragraphs 2.1, 2.2 and 2.3 hereof, notwithstanding, and regardless of, any claims of fraud, misrepresentation, concealment of fact, mistake of, or change in, law or fact, or any other circumstance whatsoever including, without limitation, the discovery as of the date hereof of the existence of any additional claims which the Parties may have against

each other specified herein;

(f) It is the intention of the Parties that this Agreement shall be given full force and effect in accordance with each and all of the terms and provisions hereof, with respect to all claims, demands and causes of action which are subject to the provisions of Paragraphs 2.1, 2.2 and 2.3 hereof, including, without limitation, all unknown or unsuspected claims, demands and causes of action, if any;

(g) This Agreement is intended to, and shall, effect a full, complete and final settlement of all of the Parties' claims, present and possible, each and all of which claims are denied and contested by the other party, and nothing contained herein shall be deemed or construed in any manner whatsoever as an admission by Defendant of any liability of any kind or nature to Plaintiffs, or vice versa, with respect to all or any such claims; and

(h) It is the intention of the Parties that this settlement is binding and enforceable in accordance with California Evidence Code Sections 1115-1128.

5. ACKNOWLEDGEMENTS AND AFFIRMATIONS

5.1 ZADOURIAN affirms that he has not filed, or caused to be filed, any claim, complaint, or action against the Defendant in any forum or form other than the present action and that ZADOURIAN is presently not a party to any claim, complaint, or action against the Defendant in any forum or form other than the present action.

5.2 ZADOURIAN affirms that he has reported all hours worked as of the date ZADOURIAN signs this Agreement and timely has been paid or has received all compensation, bonuses, commissions, and benefits which are due and payable as of the date of execution of this Agreement, except as alleged in this action.

5.3 ZADOURIAN affirms that he has no known workplace injuries or occupational diseases and that he has been granted or has not been denied any leave to which he was entitled under the Family and Medical Leave Act, the California Family Rights Act, or disability accommodation laws.

5.4 ZADOURIAN affirms that he has not been retaliated against for reporting any allegations of wrongdoing by FMI, or any of its officers, directors, or employees, including, but not limited to, allegations of corporate fraud, except as alleged in this action.

5.5 ZADOURIAN affirms that as of the date he signs this Agreement, he 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 Center for Medicare & Medicaid Services ("CMS"), or any related agency representing Medicare's interests, determines that Medicare has an interest in the settlement payments to ZADOURIAN under this Agreement, ZADOURIAN agrees to indemnify, defend, and hold harmless the Defendant from any action by CMS relating to medical expenses of ZADOURIAN. ZADOURIAN agrees to reasonably cooperate with the Defendant upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if

applicable, and any claim the CMS may make and for which ZADOURIAN are required to indemnify the Defendant under this section. Further, ZADOURIAN agrees to waive any and all future actions against the Defendant for any private cause of action for damages pursuant to 42 U.S.C. §1395y(b)(3)(A).

6. FURTHER ASSURANCES.

6.1 Each of the Parties hereto hereby covenants and agrees to do such acts and things, and in connection therewith, to execute and deliver such documents and instruments as reasonably may be required for effecting and otherwise carrying out the purposes of the settlement covered and contemplated hereby.

7. GENERAL.

7.1 In the event that any provision of this Agreement is unenforceable, such shall not affect the validity of any other provision of this Agreement.

7.2 Except as otherwise expressly provided for herein, each of the Parties hereto shall pay its own costs, expenses, and attorney fees in connection with the claims and disputes which are herein settled, and the settlement covered and contemplated hereby, including, without limitation, all costs and expenses incurred in connection with the performance of all of his or its, covenants, agreements, duties, and obligations hereunder.

7.3 No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute, or otherwise, and except as otherwise expressly provided for herein, each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law, in equity, by statute, or otherwise. The election of any one or more of such remedies by any of the Parties hereto shall not constitute a waiver by the Parties of the right to pursue any other available remedies.

7.4 All notices, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given if and when delivered in person or by any means whereby a signature confirming delivery is obtained:

- a. If on FMI:
Brian E. Koegle, Esq.
POOLE SHAFFERY & KOEGLE, LLP
25350 Magic Mountain Parkway, Second Floor
Santa Clarita, CA 91355
- b. If on ZADOURIAN:
Narak Mirzaie, Esq.
M Law Attorneys, APC
7820 Hillrose St
Sunland, CA 91040-2506

or to such other persons or addresses as the Parties may furnish to each other from time to time. Any such notice, demand or other communication made pursuant to the provisions of this Paragraph 7.4 shall be deemed to have been given on the date actually delivered to the addressee to whom it is directed.

7.5 None of Parties hereto may assign any of its rights, or delegate any of its duties hereunder without the prior written consent of the other Parties hereto, and any such assignment or delegation without the prior written consent of such other Parties shall be void *ab initio*, and said consent shall not be unreasonably withheld.

7.6 All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective transferees, successors, and permitted assigns.

7.7 This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. Facsimile signatures or photocopied signatures will be deemed as if original.

7.8 This Agreement is made and entered into in the State of California and the laws of said state shall govern the validity and interpretation hereof, and the performance of the Parties hereto of their respective duties and obligations hereunder.

7.9 Paragraphs or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; and, no provision of this Agreement shall be interpreted for or against any of the Parties because one or more of the Parties or its or their legal representative drafted the provision.

7.10 No breach of any provision hereof may be waived unless in writing and the waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

7.11 This Agreement may be amended only by a written agreement executed by all of the Parties hereto.

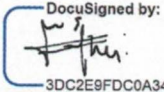
7.12 All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural as the identity of the person may require.

7.13 Should one of the Parties hereto retain counsel for the purpose of enforcing, restraining, enjoining or otherwise preventing the breach of, any provision hereof, including, without limitation, the commencement or institution of any action or proceeding (including arbitration) to enforce any provision hereof, for damages by reason of any alleged breach of any provision hereof, for a declaration of one of the respective Parties' rights or obligations hereunder, or for any other judicial remedy in connection therewith, the prevailing Party(ies) shall be entitled, in addition to such other relief as may be granted in such action or proceeding, to be reimbursed by the other Party(ies,) for all costs and expenses incurred thereby, including, without limitation, the reasonable attorneys' fees and costs for services rendered to such prevailing Party(ies) in connection therewith. If there is any dispute arising under the terms and/or conditions of this agreement, including breach of this agreement, the parties agree that the venue shall be in Los Angeles County.

7.14 This Agreement is entered into for the express benefit of the Parties hereto, their successors and assigns, and is not intended, and shall not be deemed, to create in any other person any rights or interest whatsoever, including without limitation, any right to enforce the terms hereof.

7.15 This Agreement embodies the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties hereto relating to the subject matter hereof, unless expressly referred to by reference herein or executed concurrently herewith.

IN WITNESS WHEREOF, the Parties hereto have entered into and executed this Agreement as of the date first above-mentioned.

By:  3DC2E9FDC0A3482...
VIGEN ZADOURIAN, Plaintiff

FORREST MACHINING, INC.

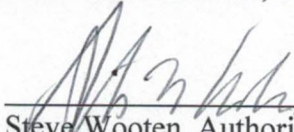
By: 
Steve Wooten, Authorized Representative

EXHIBIT C

Settlement Agreement and Release

This Settlement Agreement and Release (hereinafter “Agreement”) is entered into by and between Plaintiff Vigen Zadourian (“Plaintiff” or “Releasor”) on the one hand, and Defendant FORREST MACHINING, INC. (“Defendant” or “Employer”), on the other hand. Defendant and Plaintiff shall be referred to individually as a “Party” or collectively as the “Parties”, with reference to the following facts:

WHEREAS, in or about April 2020, Plaintiff filed an administrative claim with the Labor and Workforce Development Agency (“LWDA”) seeking redress for various alleged wage and hour violations, arising under the California Labor Code, on behalf of himself and all other aggrieved employees, pursuant to the Private Attorneys General Act (“PAGA Notice”). A true and accurate copy of the PAGA Notice is attached hereto as Exhibit “A” and incorporated herein by reference;

WHEREAS, Plaintiff subsequently filed a civil action in the Los Angeles Superior Court (the “Court”), entitled *Zadourian v. Forrest Machining, Inc.* [Los Angeles Superior Court Case No. 20CHCV00468] (“the Action”), alleging causes of action for (1) wrongful termination on basis of ethnicity/national origin; (2) wrongful termination on the basis of age; (3) wrongful termination in violation of public policy; (4) failure to provide meal and rest breaks; (5) failure to pay earned wages upon discharge; (6) violation of the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code §2698, et seq (the “PAGA Claims”).

WHEREAS, the Parties desire to resolve fully and finally any and all claims and disputes by Plaintiff against Defendant, including, but not limited to, any and all claims of whatever nature relating to Plaintiff’s employment with Employer, including but not limited to the disputes and differences between the Parties as to their rights, duties, and obligations arising out of the Action.

NOW, THEREFORE, in consideration of the preceding recitals and covenants contained herein, and for other valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. Release and Waiver of Claims.

a. Plaintiff’s Release. Plaintiff hereby releases and forever discharges Defendant and all of their respective past, present and future directors, officers, owners, board members, employees, employers, agents, partners, joint venturers, affiliates, representatives, business entities, dbas, subsidiary, parent and affiliate corporations or companies, successors, insurers, attorneys, volunteers and assigns, and each of them (hereinafter “Releasees”) from any and all claims of whatever nature, whether known or unknown, which exist or may exist on Plaintiff’s behalf against Releasees as of the Plaintiff Effective Date (defined below in section 17) of this Agreement, including but not limited to any and all tort claims, contract claims, equitable claims, breach of fiduciary duty claims, ERISA claims, wrongful termination claims, public policy claims, retaliation claims, discrimination claims, harassment claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims,

quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance covering discrimination, harassment or retaliation in employment or the payment of wages and benefits, including but not limited to Title VII of the Civil Rights Act of 1964, as amended, the American with Disabilities Act, the Age Discrimination in Employment Act, the Equal Pay Act, the Fair Labor Standards Act, the California Labor or Government Code, the Employee Retirement Income Security Act, the California Family Rights Act, and the California Fair Employment and Housing Act (the "Plaintiff's Release").

b. **PAGA Release.** Upon the PAGA Approval Date, Plaintiff, the LWDA, and all current and former employees employed by Defendant from April 20, 2019 to the PAGA Approval Date (the "PAGA Aggrieved Employees"), hereby release and forever discharge all Releasees from any and all claims under the Private Attorneys General Act of 2004, California Labor Code §2698, et seq., arising from all violations asserted in the Action, including Labor Code sections 201, 202, 203, 210, 216, 226, 226.3, 226.6, 226.7, 256, 432.5, 512, 558.1, 2699 and all applicable Wage Orders as well as all interpretations of these laws by California Courts and administrative bodies, as well as any other law that is enforceable through PAGA (the "PAGA Release").

Nothing in this Agreement is intended to prevent the Parties from bringing any claims relating to the validity of this Agreement or from filing, cooperating with or participating in any proceeding before the EEOC (except that the Parties acknowledge that they may not be able to recover any monetary benefits in connection with any such claim, charge or proceeding), or from bringing any rights or claims that may arise after the date this Agreement is signed. Nothing in this Agreement shall constitute an unlawful release or waiver of any of the Parties' rights under any laws and/or to prevent, impede or interfere with the Parties' abilities and/or rights to provide truthful testimony if under subpoena to do so.

2. **Attorney's Fees.** Except as set forth in Section 9(a), each party shall be responsible for bearing their own costs, expenses and attorneys' fees incurred in connection with the parties' dispute as well as the negotiation and the completion of this settlement.

3. **No Filing of Claims.** Plaintiff agrees, represents, and warrants that he shall not file any new claims, charges, grievances, actions, appeals or complaints against Releasees in or with any administrative, state, federal or governmental entity, agency, board or court, or before any other tribunal or arbitrator(s), public or private, based upon any actions occurring prior to the date of this Agreement.

4. **Waiver of Unknown Claims.** It is further understood and agreed by Plaintiff that as a condition of this Agreement, he hereby expressly waives and relinquishes any and all claims, rights or benefits that he may have or will have from the beginning of time through the Plaintiff Effective Date (defined below in section 17) against Releasees under California *Civil Code* section 1542, which 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.”

In connection with such waiver and relinquishment, Plaintiff hereby acknowledges that he or his attorneys may hereafter discover claims or facts in addition to, or different from, those that Plaintiff now knows or believes to exist, but that he expressly agrees to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on his behalf against Releasees at the time of execution of this Agreement, including, but not limited to, any and all claims of whatever nature relating to his alleged employment with Defendant and his separation therefrom. Plaintiff further acknowledges, understands and agrees that this representation and commitment is essential to Defendant and that this Agreement would not have been entered into were it not for this representation and commitment.

5. Non-Admission of Liability. Plaintiff acknowledges that Releasees deny any wrongdoing whatsoever in connection with him and that the settlement agreement made pursuant to this Agreement is made solely for the purpose of compromising disputed claims and avoiding the time, expense and uncertainty of further litigation. It is expressly understood and agreed that nothing contained in this Agreement shall constitute or be treated as an admission of any wrongdoing or liability on the part of Releasees.

6. Confidentiality. Except as required herein or otherwise required by law, the Parties agree that they will not hereafter, without compulsion of legal process, disclose to others, either directly, indirectly or by implication, the amount of money paid to all or any Plaintiff pursuant to this Agreement (either by specific dollar amount, by number of “figures”, or otherwise), except that they may disclose such information as is necessary to their attorneys, accountants or other professional advisors to effect the purposes for which they have consulted such attorneys, accountants or professional advisors, or where disclosure is required by law.

Notwithstanding the foregoing, in accordance with California *Code of Civil Procedure* section 1001 nothing in this Agreement prohibits or prevents Plaintiff from disclosing factual information related to any claim alleged in the lawsuit he filed in his name or any Department of Fair Employment Housing Claim he filed in his name, including an act of workplace harassment or discrimination based on sex, or failure to prevent an act of workplace harassment or discrimination based on sex or an act of retaliation against a person for reporting harassment or discrimination based on sex, as described in subdivisions (h), (i), (j), and (k) of Section 12940 of the Government Code. If a Plaintiff exercises his right pursuant to *Code of Civil Procedure* section 1001, Releasees are entitled to freely respond.

Plaintiff further agrees that he will instruct his attorneys not to disclose the terms of this agreement other than as necessary for tax purposes. The Parties further acknowledge and agree that in no way are their respective attorneys’ parties to this agreement.

In the event that any of the Parties believe they are legally obligated by statutory or

regulatory requirements (including compulsory legal process), to make such disclosures, they shall so notify the opposing party in writing immediately, and in no event less than ten (10) days prior to the date for disclosure. If it is not possible to do so at least ten (10) days in advance, Plaintiff will notify Brian Koogle, counsel for Defendant, at (661) 290-2991, while Defendant will notify Narak Mirzaie, counsel for Plaintiff ("Plaintiff's Counsel"), at (626) 626-4422 within twenty-four (24) hours of receiving notice that they are so obligated. If the party receiving such notice takes any action to challenge such disclosure, the party who believes they are legally obligated to make the disclosure shall defer making such disclosure until the opposing party's challenge is finally resolved, unless ordered by a Court to give the information notwithstanding the challenge.

The Parties acknowledge the particular value to each other of the confidentiality requirement contained herein, any breach of which cannot reasonably or adequately be compensated in an action at law. Therefore, Plaintiff agrees that if he violates this Section 6 (entitled "Confidentiality"), as determined by a court of competent jurisdiction, in addition to any other rights or remedies Defendant may possess, Defendant shall be entitled to recover from the breaching Plaintiff liquidated damages in the amount of Five Thousand Dollars (\$5,000) per breach, which amount the Parties agree is reasonable. The Parties further agree that Defendant will be entitled to immediate injunctive and/or other equitable relief, without bond, to prevent or remedy a breach of this confidentiality provisions, and reasonable attorneys' fees and costs incurred in obtaining the aforementioned relief, without reinstatement of any claim, right, or demand the Parties have settled by and through this Agreement.

The Parties understand and expressly agree that the confidentiality of this Agreement and its terms is essential and that this Agreement would not have been entered into were it not for this confidentiality.

7. Private Attorney General Act. Except as noted herein, this settlement is expressly conditioned upon the Court's approval of the settlement of Zadourian's PAGA claim (Los Angeles County Superior Court Case No. 20CHCV00468 pursuant to California *Labor Code* section 2699(1)(2) and issuance of a Final Order. The date on which the Los Angeles County Superior Court signs the order approving of the PAGA settlement shall be known as the "PAGA Approval Date."

8. Total Settlement Amount. The total payment to be made on behalf of Defendant for settlement of the Action, inclusive of any payments to Plaintiff, the Labor and Workforce Development Agency, the PAGA Aggrieved Employees, and Plaintiff's counsel is Two Hundred Seventy-Five Thousand Dollars (\$275,000) (the "Total Settlement Amount").

9. PAGA Payment. In exchange for the LWDA's, Plaintiff's and the PAGA Aggrieved Employees' release of all claims under PAGA against all Release Parties, as described in the PAGA Release, Defendant agrees to pay, One Hundred Thousand Dollars and No Cents (\$100,000.00) (the "PAGA Payment") as outlined herein. The PAGA Payment shall be allocated as follows:

a. Attorneys' Fees and Expenses. Plaintiff's Counsel shall be reimbursed the sum of Twenty-Five Thousand Dollars (\$25,000.00) (the "PAGA Attorneys' Fees") payable to "M Law Attorneys, Client Trust Account" for reasonable attorneys' fees and costs incurred in the pursuit of the PAGA claims asserted. An IRS Form 1099 will be issued to Plaintiff's Counsel with respect to its award of costs and expenses. The Court's ruling on the amount of the PAGA Attorneys' Fees shall not affect the enforceability of this Agreement or the terms contained herein. Any award of attorneys' fees, costs, expenses and damages payable hereunder to Plaintiff's Counsel shall be in complete satisfaction of any and all claims for such attorneys' fees, costs, expenses and damages, under state or federal law, which the Plaintiff, the PAGA Aggrieved Employees, Plaintiff's Counsel, or any other counsel have or may have against Defendant arising out of or in connection with the Action and its settlement, including, but not limited to, any claims for attorneys' fees, costs and expenses involved in litigating the Action and in negotiating and implementing this Agreement, including attorneys' fees, costs and expenses incurred through and after the final disposition and termination of the Action. Defendant shall not be responsible for distributing or apportioning any award of attorneys' fees and expenses among Plaintiff's Counsel, and Plaintiff's Counsel shall defend, hold harmless, and indemnify Defendant and their counsel, or any of them, from and against any claims, damages, litigation, causes of action, and expenses, including reasonable attorneys' fees, resulting from any action, proceeding, or claim initiated by Plaintiff's Counsel, involving the apportionment of the award of attorneys' fees, costs, or expenses among the Plaintiff, and PAGA Aggrieved Employees.

b. Enhancement Payment. The sum of One Thousand Dollars (\$1,000.00) (the "Enhancement Payment") payable to Vigen Zadourian, as an enhancement payment. Plaintiff will receive an IRS Form 1099 for his individual Enhancement Payment, and will be responsible for correctly characterizing this additional compensation for tax purposes and for payment of any taxes owing on said amount. In the event of an audit of Defendant by any state or federal government agency, or if any tax authority should dispute the characterization of this compensation, Defendant reserves all rights to indemnification permitted by law. Should the Court approve an award of an Enhancement Payment in an amount less than is set forth herein, the unapproved portion or portions shall revert to PAGA Payment. The Court's ruling on the request for an Enhancement Payment shall not affect the enforceability of this Agreement or the terms contained herein. The Settlement Administrator (defined below) will be responsible for distributing the Enhancement Payment.

c. Settlement Administrator Costs. The sum of Three Thousand Dollars (\$3,000.00) payable to ILYM, a third-party administrator of funds (the "Settlement Administrator") to the PAGA Aggrieved Employees (the "Settlement Administration Fees"). These Settlement Administration Fees shall include any costs associated with the required tax reporting on any PAGA Payment, and the issuing of any and all W-2 and 1099 forms. Except as provided in this Agreement, Defendant shall not be required to pay any other expenses, costs, damages or fees incurred by the Plaintiff, by any PAGA Aggrieved Employee, or by any of their attorneys, experts, advisors, agents or representatives relating to this Action. The Settlement Administrator shall be responsible for ensuring that all taxes associated with the Agreement are timely paid to the appropriate tax authorities. The Settlement Administrator's responsibilities include the following: (i) filing all federal, state, and local tax deductions, (ii) timely and proper filing of all required

federal, state, and local forms (e.g., 1099s, W-2s, etc.) with the appropriate taxing authorities, and (iii) completing any other steps necessary for compliance with any tax obligations of the Settlement under federal, state, and/or local law, as applicable. To verify the Settlement Administrator's compliance with the foregoing withholding and reporting requirements, as soon as administratively practicable, the Settlement Administrator shall furnish Plaintiff's Counsel and counsel for Defendant with copies of all forms detailing the payment of taxes (including all 1099 forms and returns) sufficient to prove that such payments were properly remitted. The Settlement Administrator shall provide a final accounting declaration adequate to demonstrate full compliance with all duties set forth in this Agreement, including but not limited to tax withholding, payment, and reporting obligations. All of the employer's share of payroll taxes on any portion of the PAGA Payment where payroll taxes are required are to be paid out of the PAGA Payment.

d. LWDA Penalty. The sum of Fifty-Four Thousand (\$54,000.00) payable to the California Labor and Workforce Development Agency (LWDA) for the statutory sum (75%) payable to the State of California for the PAGA claims asserted (the "LWDA Penalty"). The Settlement Administrator (defined below) will be responsible for distributing the LWDA Penalty.

e. Payment to PAGA Aggrieved Employees. The sum of Eighteen Thousand Dollars (\$18,000.00) payable for distribution to the PAGA Aggrieved Employees (the "Individual PAGA Payment"), as described below in Section 11. The amount of the Individual PAGA Payment that will be distributed to each PAGA Aggrieved Employee will be calculated by dividing the Individual PAGA Payment by the total weeks worked by all PAGA Aggrieved Employees in California from April 20, 2019 to the PAGA Approval Date, which will yield the applicable weekly rate. The weekly rate shall be multiplied by the number of weeks each individual participating PAGA Aggrieved Employee worked for Defendant from April 20, 2019 to the PAGA Approval Date to yield the amount that each PAGA Aggrieved Employee will receive. For purposes of clarity, Plaintiff will be eligible to receive an amount as described herein. Plaintiff agrees to indemnify and hold harmless Releasees for any and all claims, actions, penalties, damages, or demands, including, without limitation, attorney's fees and all costs incurred in defense of any claim, action, penalty, damage, or demand if Plaintiff fails to comply with all legal requirements in making the payments to the LWDA and/or aggrieved employees.

10. Plaintiff's Payment. In consideration for signing this Agreement, specifically in consideration for signing Plaintiff's Release outlined in section 1(a) of this Agreement and complying with its terms, within fifteen (15) days of execution of this Agreement (provided that Plaintiff does not revoke this Agreement in accordance with all conditions outlined below), payment of One Hundred Seventy-Five Thousand Dollars and No Cents (\$175,000.00), shall be made payable to "M Law Attorneys APC Client Trust Account" ("Plaintiff's Payment") and shall be delivered to Plaintiff's counsel of record. Plaintiff's counsel's receipt of the check(s) shall constitute receipt of the Payment. Plaintiff's Payment is reflective of Plaintiff's individual claims asserted (including wrongful termination and individual damages arising from alleged wage and hour violations), and is not contingent upon court-approval of the PAGA Release and PAGA Payment.

a. Conditions for Release of Plaintiff's Payment. Defendant's disbursement of Plaintiff's Payment shall only be made and is expressly conditioned upon the following occurring: (i) Receipt by Defendant of Plaintiff's properly completed IRS W-9 Form; (ii) receipt by Defendant of Plaintiff's counsel's properly completed IRS W-9 Form; (iii) the conditions in Section 18 being met (entitled "Medicare Information"); and (iv) expiration of the seven (7) day revocation period referenced in paragraph 17 (entitled "Release of Rights and Claims Under the ADEA") and absent a revocation and receipt of written confirmation from Plaintiff's counsel that Plaintiff exercised his right to revocation.

b. 1099 Forms. In the year following the payment of the settlement, United States Liability Insurance Company shall issue IRS Form 1099 to Plaintiff, Plaintiff's counsel, and any other necessary parties in accordance with IRS regulations.

c. No Tax Advice. Plaintiff acknowledges that he has obtained no advice from the Releasees and that neither the Releasees nor their attorneys have made any representations regarding the tax consequences, if any, to him regarding the payment provided for in this section. Plaintiff understands that the taxability of the payment provided for in this section shall be governed by applicable federal, state and local tax laws and regulations, and that she shall be solely responsible for any taxes, interest and penalties that he might owe with respect to such payment. Plaintiff further agrees that, in the event that Plaintiff fails to pay the taxes that are due as a result of the payment made pursuant to this Agreement and any taxing authority looks to Releasees for satisfaction of any tax liability, penalties, fines, interest or withholdings associated with the payment provided for in this section, he shall indemnify and hold harmless Releasees for all taxes, penalties, interest, withholdings, amounts paid in settlement to any taxing authority, and expenses, including but not limited to, defense expenses and attorneys' fees, with regard to the payments.

d. Good Faith Dispute. The Parties acknowledge that there is a good faith dispute regarding Plaintiff's allegations of unpaid wages and rest/meal periods and that the consideration set forth in this Section 10 includes a good faith, reasonable compromise, and settlement regarding such claims.

11. Timing and Disbursement of PAGA Payment.

a. Identification of PAGA Aggrieved Employees. Within fifteen (15) calendar days after the PAGA Approval Date, Defendant shall provide to the Settlement Administrator a list of all PAGA Aggrieved Employees, including their last known addresses, telephone numbers, social security numbers, and their dates of employment in California from April 20, 2019 to the PAGA Approval Date. If any party or the Settlement Administrator determines, based upon further review of available data, that a person previously identified as being a PAGA Aggrieved Employee should not be so included or identifies a person who should have been included as a PAGA Aggrieved Employee but was not so included, the Settlement Administrator shall promptly delete or add such person as appropriate and immediately notify Plaintiff's Counsel and counsel for Defendant prior to such deletions or additions (and the reasons therefore). Other than the obligations set forth in this Agreement, Defendant shall have no additional obligation to identify or locate any PAGA

Aggrieved Employee or have any liability in connection with the provision of information to the Settlement Administrator. The names, addresses, telephone numbers, and Social Security numbers will only be disclosed to the Settlement Administrator and not to Plaintiff's Counsel. All information provided to the Settlement Administrator will be marked CONFIDENTIAL. This information shall be kept confidential and shall not be disclosed, either in writing or orally, by the Settlement Administrator. The Settlement Administrator shall use due care with respect to the storage, custody, use, and/or dissemination of the confidential information. Such information must be stored in a secure fashion and all persons who access the data must agree to keep it confidential.

b. **Timing of PAGA Payment.** Within thirty (30) days after Defendant's receipt of the Court's signed order approving of the settlement of Zadourian PAGA Action, Los Angeles County Superior Court Case No. 20STCV06850, Defendant shall pay the PAGA Payment to the Claims Administrator provided that Plaintiff has done the following: (i) in accordance with California Labor Code §2699(l)(1), Plaintiff submits a copy of this Agreement to the LWDA at the same time it is submitted to the Court; and (ii) in accordance with California Labor Code §2699(l)(3), Plaintiff submits a copy of the Court's judgment in any civil action filed pursuant to this part and any other order in that action that either provides for or denies an award of civil penalties under PAGA. The Claims Administrator shall disburse the PAGA Payment within fifteen (15) days after its receipt thereof. The PAGA Aggrieved Employees must cash each of their checks within one hundred eighty (180) calendar days after they are mailed by the Settlement Administrator. The value of any checks uncashed more than one hundred eighty (180) days after mailing shall be paid to the State of California State Controller's Office, to be held in the name of the respective PAGA Aggrieved Employee.

12. **Notice of Settlement.** Counsel for Plaintiff shall file a Notice of Settlement of the Action in the Superior Court of California, County of Los Angeles within five (5) days of the full execution of this Agreement.

13. **Dismissal.** Counsel for Plaintiff shall provide counsel for Defendant with an executed Request for Dismissal with Prejudice suitable for filing in the Superior Court of California, County of Los Angeles within five (5) days after the 180 period for cashing the checks is over. If the Court does not approve the PAGA Settlement (and not other agreement is reached between the parties) Plaintiff shall dismiss all claims encompassed by Plaintiff's Release no more than thirty (30) days thereafter.

14. **Acknowledgement of Wages Paid and No Other Amounts Due.** Plaintiff acknowledges that he has been paid any and all wages, salary, bonuses, commissions or other amounts due from Defendant, and that no other amounts are due to Plaintiff from Defendant.

15. **Non-Disparagement.** The Parties agree that they will not hereafter without compulsion of legal process make any disparaging remarks against or about one another or any of their officers, directors, shareholders, managers, or employees, except as permitted in Section 6 (entitled "Confidentiality" above).

16. Neutral Reference. In the event Defendant is contacted with respect to a request for employment references relating to Plaintiff, Defendant hereby agrees that the only information that will be disclosed will include the fact of employment, the tenure of employment and the position held.

17. Release of Rights and Claims Under the ADEA.

Plaintiff understands and agrees that:

- A. In consideration of the payment provided for in this Agreement, Plaintiff specifically waives all existing rights and claims he may have against Releasees under the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq. This waiver does not extend to rights or claims that may arise after the date this Agreement is executed;
- B. He has had a reasonable amount of time after receipt of this Agreement within which to review and consider the Agreement;
- C. He is receiving on behalf of Defendant good and sufficient consideration in addition to anything of value to which he is already entitled;
- D. He has been advised to consult with an attorney of his own choosing before executing this Agreement, which he has done;
- E. This Agreement is written in a manner designed to be understood by him and that he has read it carefully and fully understands its terms;
- F. He is, through and in accordance with the terms set forth in this Agreement, releasing Releasees from any and all claims he has or may come to have against Releasees except those that may arise after the date he executes this Agreement;
- G. He is knowingly and voluntarily agreeing to all of the terms set forth in this Agreement; and
- H. He has, if he wishes, 21 days to consider this Agreement prior to signing it, and seven (7) days after signing this Agreement to revoke his signature. The eighth day following Plaintiff's signature shall be known as the "Plaintiff Effective Date." Revocation can be made by delivering a written notice of revocation to Brian Kogle, Poole Shaffery & Kogle, 25350 Magic Mountain Parkway, Suite 250 Santa Clarita, CA 91355. For this revocation to be effective, written notice must be received by Brian Kogle no later than the close of business on the seventh (7th) calendar day after the date Plaintiff signed this Agreement. If Plaintiff revokes this Agreement, it shall not be effective or enforceable and Plaintiff will not receive the benefits provided herein.

18. Medicare Information The parties intend to comply with the Medicare Secondary Payer Act (42 U.S.C. §1395y) and to protect Medicare's interests, if any, in this settlement. Stairs understands and agrees that as used herein, the term "Medicare" includes Medicare Part A (Hospital Insurance), Medicare Part B (Medical Insurance), Medicare Part C (Medicare Advantage Organizations) and Medicare Part D (Prescription Drug Insurance). Plaintiff has not been identified as Medicare recipient and hereby expressly represents and warrants that Medicare has not made any payments to or on Plaintiff's behalf as a result of or in any way related to the injuries alleged in the Claim.

Plaintiff acknowledges, however, that if Plaintiff received benefits that have or may have been paid by an insuring entity affording benefits payable for medical care and/or treatment, as further consideration and inducement for this settlement, Plaintiff agrees to defend, indemnify, protect and hold harmless Defendant from any and all liens, rights of subrogation, indemnification claims, contribution claims, defense claims, losses, liability, actions, damages, causes of action, judgments, costs and expenses, including attorneys' fees, whatsoever made by or sustained by or arising from any person, corporation, partnership, state or federal government, governmental agency, hospital, or any other medical provider, health care provider, disability or insurance benefits providers, workers compensation carrier, Medicare, Medicaid, or any other entity arising in whole or in part out of the care and treatment, or in any way connected to the care and treatment, provided to Plaintiff for the injury/injuries alleged in the Claim.

In addition to the Release and Discharge set forth above and in consideration of the payments set forth in this Agreement, Plaintiff hereby waives any cause of action and/or Private Cause of Action under 42 US Code §1395y (b)(3)(A), and releases and forever discharges Defendant from any obligations, from any claim, known or unknown, arising out of the failure of Defendant to provide for a primary payment or appropriate reimbursement pursuant to 42 US Code §1395y (b)(3)(A).

Plaintiff agrees to indemnify, defend and hold harmless Defendant for any claim, loss or payment Defendant may suffer, including judgments, verdicts, awards, penalties, attorney's fees and costs, that arises out of the failure to pay any unpaid medical bills or future medical expenses, or to otherwise fail to protect Medicare's interests under the MSP Act which exceed the amounts set forth in the final letters issued by these agencies. Plaintiff agrees by this Agreement to waive any claims for damages, indemnification and/or contribution from any causes of action of any kind or nature, including but not limited to a private cause of action provided in the Medicare Secondary Payer (MSP) Act, 42 U.S.C. Section 1395y(b)(3)(A), in connection with or arising as a result of the medical care and treatment rendered to Plaintiff regarding the injuries alleged in the Action.

It is understood and agreed that Plaintiff will provide Releasees all of the information noted below and all information required for Releasees to properly report this claim to Medicare pursuant to 42 U.S.C. 1395y(b)(8). Plaintiff further agrees that Releasees will provide the information below and all information required under 42 U.S.C. 1395y(b)(8) to The Centers for Medicare and Medicaid Services pursuant to The Medicare, Medicaid and SCHIP Extension Act of 2007.

The below information must be filled out by Plaintiff himself in his own handwriting.

Full Name as it appears on your
Social Security Card

Social Security Number

Address

Date of Birth

Medicare Health Insurance Claim
Number (HICN)

Mr. Vigen
Zadourian
Does not have
Medicare or
is a meidcare
beneficiary

Gender

DocuSigned by:

ADC2E9FDC0A3482...

Plaintiff signature

19. Liens. Releasor agrees to defend, indemnify, protect and hold harmless Releasees from any and all liens, rights of subrogation, indemnification claims, contribution claims, defense claims, losses, liability, actions, damages, causes of action, judgments, costs and expenses, including attorneys' fees, whatsoever made by or sustained by or arising from any person, corporation, partnership, state or federal government, governmental agency, hospital, or any other medical provider, health care provider, disability or insurance benefits providers, workers compensation carrier, Medicare, Medicaid, or any other entity arising in whole or in part out of the care and treatment, or in any way connected to the care and treatment, provided to the Releasor for the injury/injuries alleged in the Claim. Releasor expressly agrees and warrants that Releasor has disclosed all liens on his recovery in the Action to Releasees, and agrees to defend, indemnify, protect and hold harmless Releasees from any and all claims, losses, actions, damages, settlements, judgments, causes of actions, subrogation claims, indemnification claims, or contribution claims, including attorney's fees and costs of suit, from any lienholders not disclosed to Releasees. Releasor understands and acknowledges that any and all payments made to Medicare, Medicaid, or child support liens from the Payment will be paid directly to the appropriate lienholder by the payor(s) of the Payment.

20. Ownership of Claims. Plaintiff represents and warrants that he is the sole and lawful owner of all rights, title and interest in and to all released matters, claims and demands referred to herein. Plaintiff further represents and warrants that there has been no assignment or other transfer of interest in any such matters, claims or demands that he may have against Releasees. Plaintiff agrees to indemnify Releasees and shall hold them harmless from and against: (1) any such liability, claim, demand, action, cause of action, or right which has been assigned or transferred contrary to the foregoing representations; and (2) any and all liability, loss, claim, expense and/or obligation arising out of any breach of the foregoing warranty.

21. **Successors and Assigns.** It is expressly understood and agreed by the Parties that this Agreement and all of its terms shall be binding upon each Parties' representatives, heirs, executors, administrators, successors and assigns.

22. **California Law Applies.** This Agreement, in all respects, shall be interpreted, enforced and governed by and under the laws of the State of California.

23. **Jurisdiction.** The Parties agree that the Court will maintain jurisdiction over the enforcement of this settlement pursuant to California *Code of Civil Procedure* Section 664.6. The Parties shall execute a stipulation for the Court's retention of jurisdiction.

24. **Drafting.** Each Party has cooperated in some fashion in the drafting and/or preparation of this Agreement. Regardless of the extent of drafting or preparation, the language in all parts of this instrument shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the Parties hereto and without regard to which Party arranged for the final draft of this Agreement.

25. **Not Evidence.** This Agreement shall not be used as evidence in any proceeding other than one to enforce this Agreement, or for damages arising from a breach of this Agreement.

26. **Execution of Additional Documents.** The Parties agree to execute such other, further and different documents as reasonably may be required to effectuate this Agreement.

27. **Consultation with Counsel.** The Parties and each of them acknowledge that they have had the opportunity to consult with legal counsel of their choice prior to execution and delivery of this Agreement, and that they have in fact done so. Plaintiff acknowledges that he has been specifically advised by counsel of the consequences of signing the Releases contained in this Agreement.

28. **Headings.** The headings in each paragraph herein are for convenience of reference only and shall be of no legal effect in the interpretation of the terms hereof.

29. **Integration.** This Agreement constitutes a single, integrated, written contract, expressing the entire agreement between the Parties. It supersedes all prior agreements between the Parties. The Parties represent and warrant that they are not relying on any promises or representations that do not appear written herein. The Parties further understand and agree that this Agreement can be amended or modified only by a written agreement, signed by all of the Parties hereto.

30. **Severability.** If any provision in this Agreement is found to be unenforceable, it shall not affect the enforceability of the remaining provisions and the court shall enforce the remaining provisions to the extent permitted by law.

31. **Counterparts.** This Agreement may be executed in separate counterparts and each such counterpart shall be deemed an original with the same effect as if all Parties had signed the same document.

32. Voluntary Agreement. Plaintiff understands and agrees that he may be waiving significant legal rights by signing this Agreement, and represents that he has entered into this Agreement voluntarily, after consulting with his attorneys, with a full understanding of and in agreement with all of its terms.

33. Facsimile Signature. Facsimile signatures on this Agreement shall be treated as original signatures.

For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison

READ THIS SETTLEMENT AGREEMENT CAREFULLY BEFORE SIGNING

Dated: 5/4/2021

DocuSigned by:

3DC2E9EDC0A3482

VIGEN ZADOURIAN

Dated: _____

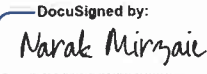
FORREST MACHINING, INC.

By: 
Title: VP Steve Wood

APPROVED AS TO FORM:

Dated: 5/4/2021

M LAW ATTORNEYS APC

DocuSigned by:

BF00F3C8F93D46A...

Narak Mirzaie
Counsel for Plaintiff

Dated: 05/11/21

POOLE SHAFFERY & KOEGLE, LLP



Brian Koegle
Counsel for Defendant

EXHIBIT D

Settlement Agreement and Release

This Settlement Agreement and Release (hereinafter “Agreement”) is entered into by and between Plaintiff Vigen Zadourian (“Plaintiff” or “Releasor”) on the one hand, and Defendant FORREST MACHINING, INC. (“Defendant” or “Employer”), on the other hand. Defendant and Plaintiff shall be referred to individually as a “Party” or collectively as the “Parties,” with reference to the following facts:

WHEREAS, in or about April 2020, Plaintiff filed an administrative claim with the Labor and Workforce Development Agency (“LWDA”) seeking redress for various alleged wage and hour violations, arising under the California Labor Code, on behalf of himself and all other aggrieved employees, pursuant to the Private Attorneys General Act (“PAGA Notice”). A true and accurate copy of the PAGA Notice is attached hereto as Exhibit “A” and incorporated herein by reference;

WHEREAS, Plaintiff subsequently filed a civil action in the Los Angeles Superior Court (the “Court”), entitled *Zadourian v. Forrest Machining, Inc.* [Los Angeles Superior Court Case No. 20CHCV00468] (“the Action”), alleging causes of action for (1) wrongful termination on basis of ethnicity/national origin; (2) wrongful termination on the basis of age; (3) wrongful termination in violation of public policy; (4) failure to provide meal and rest breaks; (5) failure to pay earned wages upon discharge; (6) violation of the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code §2698, et seq (the “PAGA Claims”).

WHEREAS, the Parties desire to resolve fully and finally any and all claims and disputes by Plaintiff against Defendant, including, but not limited to, any and all claims of whatever nature relating to Plaintiff’s employment with Employer, including but not limited to the disputes and differences between the Parties as to their rights, duties, and obligations arising out of the Action.

WHEREAS, FMI has already paid One Hundred Seventy-Five Thousand Dollars and No Cents (\$175,000.00) to “M Law Attorneys APC Client Trust Account” for Plaintiff’s non-PAGA claims as further described in Paragraph 10 below. FMI has no further payment obligations with respect to the non-PAGA claims.

NOW, THEREFORE, in consideration of the preceding recitals and covenants contained herein, and for other valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. Release and Waiver of Claims.

a. Plaintiff’s Release. Plaintiff hereby releases and forever discharges Defendant and all of their respective past, present and future directors, officers, owners, board members, employees, employers, agents, partners, joint venturers, affiliates, representatives, business entities, dbas, subsidiary, parent and affiliate corporations or companies, successors, insurers, attorneys, volunteers and assigns, and each of them (hereinafter “Releasees”) from any and all claims of whatever nature, whether known or unknown, which exist or may exist on Plaintiff’s

behalf against Releasees as of the Plaintiff Effective Date (defined below in section 17) of this Agreement, including but not limited to any and all tort claims, contract claims, equitable claims, breach of fiduciary duty claims, ERISA claims, wrongful termination claims, public policy claims, retaliation claims, discrimination claims, harassment claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance covering discrimination, harassment or retaliation in employment or the payment of wages and benefits, including but not limited to Title VII of the Civil Rights Act of 1964, as amended, the American with Disabilities Act, the Age Discrimination in Employment Act, the Equal Pay Act, the Fair Labor Standards Act, the California Labor or Government Code, the Employee Retirement Income Security Act, the California Family Rights Act, and the California Fair Employment and Housing Act (the "Plaintiff's Release").

b. **Plaintiff's PAGA Release.** Upon the PAGA Approval Date, Plaintiff and the LWDA, hereby release and forever discharge all Releasees from any and all claims under the Private Attorneys General Act of 2004, California Labor Code §2698, et seq., arising from all violations asserted in the Action under Labor Code 2699 for alleged meal and rest period violations for the period of April 20, 2019 to the PAGA Approval Date (the "PAGA Release").

Nothing in this Agreement is intended to prevent employees other than Plaintiff from bringing a claim arising under the PAGA. Moreover, nothing in this Agreement is intended to prevent the Parties from bringing any claims relating to the validity of this Agreement or from filing, cooperating with or participating in any proceeding before the EEOC (except that the Parties acknowledge that they may not be able to recover any monetary benefits in connection with any such claim, charge or proceeding), or from bringing any rights or claims that may arise after the date this Agreement is signed. Nothing in this Agreement shall constitute an unlawful release or waiver of any of the Parties' rights under any laws and/or to prevent, impede or interfere with the Parties' abilities and/or rights to provide truthful testimony if under subpoena to do so.

2. **Attorney's Fees.** Except as set forth in Section 9(a), each party shall be responsible for bearing their own costs, expenses and attorneys' fees incurred in connection with the parties' dispute as well as the negotiation and the completion of this settlement.

3. **No Filing of Claims.** Plaintiff agrees, represents, and warrants that he shall not file any new claims, charges, grievances, actions, appeals or complaints against Releasees in or with any administrative, state, federal or governmental entity, agency, board or court, or before any other tribunal or arbitrator(s), public or private, based upon any actions occurring prior to the date of this Agreement.

4. **Waiver of Unknown Claims.** It is further understood and agreed by Plaintiff that as a condition of this Agreement, he hereby expressly waives and relinquishes any and all claims, rights or benefits that he may have or will have from the beginning of time through the Plaintiff Effective Date (defined below in section 17) against Releasees under California *Civil Code* section 1542, which 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.”

In connection with such waiver and relinquishment, Plaintiff hereby acknowledges that he or his attorneys may hereafter discover claims or facts in addition to, or different from, those that Plaintiff now knows or believes to exist, but that he expressly agrees to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on his behalf against Releasees at the time of execution of this Agreement, including, but not limited to, any and all claims of whatever nature relating to his alleged employment with Defendant and his separation therefrom. Plaintiff further acknowledges, understands and agrees that this representation and commitment is essential to Defendant and that this Agreement would not have been entered into were it not for this representation and commitment.

5. Non-Admission of Liability. Plaintiff acknowledges that Releasees deny any wrongdoing whatsoever in connection with him and that the settlement agreement made pursuant to this Agreement is made solely for the purpose of compromising disputed claims and avoiding the time, expense and uncertainty of further litigation. It is expressly understood and agreed that nothing contained in this Agreement shall constitute or be treated as an admission of any wrongdoing or liability on the part of Releasees.

6. Confidentiality. Except as required herein or otherwise required by law, the Parties agree that they will not hereafter, without compulsion of legal process, disclose to others, either directly, indirectly or by implication, the amount of money paid to all or any Plaintiff pursuant to this Agreement (either by specific dollar amount, by number of “figures”, or otherwise), except that they may disclose such information as is necessary to their attorneys, accountants or other professional advisors to effect the purposes for which they have consulted such attorneys, accountants or professional advisors, or where disclosure is required by law.

Notwithstanding the foregoing, in accordance with California *Code of Civil Procedure* section 1001 nothing in this Agreement prohibits or prevents Plaintiff from disclosing factual information related to any claim alleged in the lawsuit he filed in his name or any Department of Fair Employment Housing Claim he filed in his name, including an act of workplace harassment or discrimination based on sex, or failure to prevent an act of workplace harassment or discrimination based on sex or an act of retaliation against a person for reporting harassment or discrimination based on sex, as described in subdivisions (h), (i), (j), and (k) of Section 12940 of the Government Code. If a Plaintiff exercises his right pursuant to *Code of Civil Procedure* section 1001, Releasees are entitled to freely respond.

Plaintiff further agrees that he will instruct his attorneys not to disclose the terms of this agreement other than as necessary for tax purposes. The Parties further acknowledge and agree that in no way are their respective attorneys’ parties to this agreement.

In the event that any of the Parties believe they are legally obligated by statutory or regulatory requirements (including compulsory legal process), to make such disclosures, they shall so notify the opposing party in writing immediately, and in no event less than ten (10) days prior to the date for disclosure. If it is not possible to do so at least ten (10) days in advance, Plaintiff will notify Daniel Hoffer, counsel for Defendant, at (310) 229-0384, while Defendant will notify Narak Mirzaie, counsel for Plaintiff (“Plaintiff’s Counsel”), at (626) 626-4422 within twenty-four (24) hours of receiving notice that they are so obligated. If the party receiving such notice takes any action to challenge such disclosure, the party who believes they are legally obligated to make the disclosure shall defer making such disclosure until the opposing party’s challenge is finally resolved, unless ordered by a Court to give the information notwithstanding the challenge.

The Parties acknowledge the particular value to each other of the confidentiality requirement contained herein, any breach of which cannot reasonably or adequately be compensated in an action at law. Therefore, Plaintiff agrees that if he violates this Section 6 (entitled “Confidentiality”), as determined by a court of competent jurisdiction, in addition to any other rights or remedies Defendant may possess, Defendant shall be entitled to recover from the breaching Plaintiff liquidated damages in the amount of Five Thousand Dollars (\$5,000) per breach, which amount the Parties agree is reasonable. The Parties further agree that Defendant will be entitled to immediate injunctive and/or other equitable relief, without bond, to prevent or remedy a breach of this confidentiality provisions, and reasonable attorneys’ fees and costs incurred in obtaining the aforementioned relief, without reinstatement of any claim, right, or demand the Parties have settled by and through this Agreement.

The Parties understand and expressly agree that the confidentiality of this Agreement and its terms is essential and that this Agreement would not have been entered into were it not for this confidentiality.

7. Private Attorney General Act. Except as noted herein, this settlement is expressly conditioned upon the Court’s approval of the settlement of Zadourian’s PAGA claim (Los Angeles County Superior Court Case No. 20CHCV00468 pursuant to California *Labor Code* section 2699(l)(2) and issuance of a Final Order. The date on which the Los Angeles County Superior Court signs the order approving of the PAGA settlement shall be known as the “PAGA Approval Date.”

8. Total Settlement Amount. The total payment to be made on behalf of Defendant for settlement of the Action, inclusive of any payments to Plaintiff, the Labor and Workforce Development Agency, and Plaintiff’s counsel is Two Hundred Twenty Thousand Dollars (\$220,000) (the “Total Settlement Amount”).

9. PAGA Payment. In exchange for the LWDA’s and Plaintiff’s release of all claims under PAGA against all Release Parties, as described in the PAGA Release, Defendant agrees to pay, Forty-Five Thousand Dollars and No Cents (\$45,000.00) (the “PAGA Payment”) as outlined herein. The PAGA Payment shall be allocated as follows:

a. Attorneys' Fees and Expenses. Plaintiff's Counsel shall be reimbursed the sum of Fourteen Thousand Eight Hundred and Fifty Dollars (\$14,850.00) (the "PAGA Attorneys' Fees") payable to "M Law Attorneys," for reasonable attorneys' fees and costs incurred in the pursuit of the PAGA claims asserted. An IRS Form 1099 will be issued to Plaintiff's Counsel with respect to its award of costs and expenses. The Court's ruling on the amount of the PAGA Attorneys' Fees shall not affect the enforceability of this Agreement or the terms contained herein. Any award of attorneys' fees, costs, expenses and damages payable hereunder to Plaintiff's Counsel shall be in complete satisfaction of any and all claims for such attorneys' fees, costs, expenses and damages, under state or federal law, which the Plaintiff, Plaintiff's Counsel, or any other counsel have or may have against Defendant arising out of or in connection with the Action and its settlement, including, but not limited to, any claims for attorneys' fees, costs and expenses involved in litigating the Action and in negotiating and implementing this Agreement, including attorneys' fees, costs and expenses incurred through and after the final disposition and termination of the Action. Defendant shall not be responsible for distributing or apportioning any award of attorneys' fees and expenses among Plaintiff's Counsel, and Plaintiff's Counsel shall defend, hold harmless, and indemnify Defendant and their counsel, or any of them, from and against any claims, damages, litigation, causes of action, and expenses, including reasonable attorneys' fees, resulting from any action, proceeding, or claim initiated by Plaintiff's Counsel, involving the apportionment of the award of attorneys' fees, costs, or expenses among the Plaintiff.

b. LWDA Penalty. The sum of Twenty-Two Thousand Six Hundred and Twelve Dollars and 00/50 Cents (\$22,612.50) payable to the California Labor and Workforce Development Agency (LWDA) for the statutory sum (75%) payable to the State of California for the PAGA claims asserted (the "LWDA Penalty"). The Settlement Administrator (defined below) will be responsible for distributing the LWDA Penalty.

e. PAGA Payment to Plaintiff. The sum Seven Thousand Five Hundred and Thirty-Seven Dollars and 50/100 Cents (\$7,537.50) payable for distribution to Plaintiff (the "Individual PAGA Payment"), as described below in Section 11. Plaintiff agrees to indemnify and hold harmless Releasees for any and all claims, actions, penalties, damages, or demands, including, without limitation, attorney's fees and all costs incurred in defense of any claim, action, penalty, damage, or demand.

10. Plaintiff's Payment. In consideration for signing this Agreement, specifically in consideration for signing Plaintiff's Release outlined in section 1(a) of this Agreement and complying with its terms, within fifteen (15) days of execution of this Agreement (provided that Plaintiff does not revoke this Agreement in accordance with all conditions outlined below), payment of One Hundred Seventy-Five Thousand Dollars and No Cents (\$175,000.00), shall be made payable to "M Law Attorneys APC Client Trust Account" ("Plaintiff's Payment") **which has already been delivered to Plaintiff's counsel of record and FMI has completed its obligations with respect to Plaintiff's Payment.** Plaintiff's Payment is reflective of Plaintiff's individual claims asserted (including wrongful termination and individual damages arising from alleged wage and hour violations), and is not contingent upon court-approval of the PAGA Release and PAGA Payment.

a. Conditions for Release of Plaintiff's Payment. Defendant's disbursement of Plaintiff's Payment was expressly conditioned upon the following occurring: (i) Receipt by Defendant of Plaintiff's properly completed IRS W-9 Form; (ii) receipt by Defendant of Plaintiff's counsel's properly completed IRS W-9 Form; (iii) the conditions in Section 18 being met (entitled "Medicare Information"); and (iv) expiration of the seven (7) day revocation period referenced in paragraph 17 (entitled "Release of Rights and Claims Under the ADEA") and absent a revocation and receipt of written confirmation from Plaintiff's counsel that Plaintiff exercised his right to revocation. Such conditions have been met.

b. 1099 Forms. In the year following the payment of the settlement, United States Liability Insurance Company shall issue IRS Form 1099 to Plaintiff, Plaintiff's counsel, and any other necessary parties in accordance with IRS regulations.

c. No Tax Advice. Plaintiff acknowledges that he has obtained no advice from the Releasees and that neither the Releasees nor their attorneys have made any representations regarding the tax consequences, if any, to him regarding the payment provided for in this section. Plaintiff understands that the taxability of the payment provided for in this section shall be governed by applicable federal, state and local tax laws and regulations, and that she shall be solely responsible for any taxes, interest and penalties that he might owe with respect to such payment. Plaintiff further agrees that, in the event that Plaintiff fails to pay the taxes that are due as a result of the payment made pursuant to this Agreement and any taxing authority looks to Releasees for satisfaction of any tax liability, penalties, fines, interest or withholdings associated with the payment provided for in this section, he shall indemnify and hold harmless Releasees for all taxes, penalties, interest, withholdings, amounts paid in settlement to any taxing authority, and expenses, including but not limited to, defense expenses and attorneys' fees, with regard to the payments.

d. Good Faith Dispute. The Parties acknowledge that there is a good faith dispute regarding Plaintiff's allegations of unpaid wages and rest/meal periods and that the consideration set forth in this Section 10 includes a good faith, reasonable compromise, and settlement regarding such claims.

11. Timing and Disbursement of PAGA Payment.

a. Timing of PAGA Payment. Within thirty (30) days after Defendant's receipt of the Court's signed order approving of the settlement of the Zadourian PAGA Action, Los Angeles County Superior Court Case No. 20STCV06850, Defendant shall pay the PAGA Payment as described above in paragraph 9, provided that Plaintiff has done the following: (i) in accordance with California Labor Code §2699(l)(1), Plaintiff submits a copy of this Agreement to the LWDA at the same time it is submitted to the Court; and (ii) in accordance with California Labor Code §2699(l)(3), Plaintiff submits a copy of the Court's judgment in any civil action filed pursuant to this part and any other order in that action that either provides for or denies an award of civil penalties under PAGA. Defendant shall disburse the PAGA Payment within fifteen (15) days after its receipt thereof.

12. Notice of Settlement. Counsel for Plaintiff shall file a Notice of Settlement of the Action in the Superior Court of California, County of Los Angeles within five (5) days of the full execution of this Agreement.

13. Dismissal. Within five (5) days of the PAGA Payment, Counsel for Plaintiff shall provide counsel for Defendant with an executed Request for Dismissal with Prejudice as to Plaintiff only, suitable for filing in the Superior Court of California, County of Los Angeles. If the Court does not approve the PAGA Settlement (and not other agreement is reached between the parties) Plaintiff shall dismiss all claims encompassed by Plaintiff's Release no more than thirty (30) days thereafter. During the same time period set forth in this paragraph, counsel for Plaintiff shall also provide counsel for Defendant with an executed Request for Dismissal Without Prejudice, as to other alleged aggrieved employees encompassed by Plaintiff's PAGA claim.

14. Acknowledgement of Wages Paid and No Other Amounts Due. Plaintiff acknowledges that he has been paid any and all wages, salary, bonuses, commissions or other amounts due from Defendant, and that no other amounts are due to Plaintiff from Defendant.

15. Non-Disparagement. The Parties agree that they will not hereafter without compulsion of legal process make any disparaging remarks against or about one another or any of their officers, directors, shareholders, managers, or employees, except as permitted in Section 6 (entitled "Confidentiality" above).

16. Neutral Reference. In the event Defendant is contacted with respect to a request for employment references relating to Plaintiff, Defendant hereby agrees that the only information that will be disclosed will include the fact of employment, the tenure of employment and the position held.

17. Release of Rights and Claims Under the ADEA.

Plaintiff understands and agrees that:

- A. In consideration of the payment provided for in this Agreement, Plaintiff specifically waives all existing rights and claims he may have against Releasees under the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq. This waiver does not extend to rights or claims that may arise after the date this Agreement is executed;
- B. He has had a reasonable amount of time after receipt of this Agreement within which to review and consider the Agreement;
- C. He is receiving on behalf of Defendant good and sufficient consideration in addition to anything of value to which he is already entitled;
- D. He has been advised to consult with an attorney of his own choosing before executing this Agreement, which he has done;

- E. This Agreement is written in a manner designed to be understood by him and that he has read it carefully and fully understands its terms;
- F. He is, through and in accordance with the terms set forth in this Agreement, releasing Releasees from any and all claims he has or may come to have against Releasees except those that may arise after the date he executes this Agreement;
- G. He is knowingly and voluntarily agreeing to all of the terms set forth in this Agreement; and
- H. He has, if he wishes, 21 days to consider this Agreement prior to signing it, and seven (7) days after signing this Agreement to revoke his signature. The eighth day following Plaintiff's signature shall be known as the "Plaintiff Effective Date." Revocation can be made by delivering a written notice of revocation to Daniel P. Hoffer, Venable LLP, 2049 Century Park East, Suite 2300, Los Angeles, CA 90067 or via email at DPHoffer@Venable.com. For this revocation to be effective, written notice must be received by Daniel Hoffer no later than the close of business on the seventh (7th) calendar day after the date Plaintiff signed this Agreement. If Plaintiff revokes this Agreement, it shall not be effective or enforceable and Plaintiff will not receive the benefits provided herein.

18. Medicare Information The parties intend to comply with the Medicare Secondary Payer Act (42 U.S.C. §1395y) and to protect Medicare's interests, if any, in this settlement. Stairs understands and agrees that as used herein, the term "Medicare" includes Medicare Part A (Hospital Insurance), Medicare Part B (Medical Insurance), Medicare Part C (Medicare Advantage Organizations) and Medicare Part D (Prescription Drug Insurance). Plaintiff has not been identified as Medicare recipient and hereby expressly represents and warrants that Medicare has not made any payments to or on Plaintiff's behalf as a result of or in any way related to the injuries alleged in the Claim.

Plaintiff acknowledges, however, that if Plaintiff received benefits that have or may have been paid by an insuring entity affording benefits payable for medical care and/or treatment, as further consideration and inducement for this settlement, Plaintiff agrees to defend, indemnify, protect and hold harmless Defendant from any and all liens, rights of subrogation, indemnification claims, contribution claims, defense claims, losses, liability, actions, damages, causes of action, judgments, costs and expenses, including attorneys' fees, whatsoever made by or sustained by or arising from any person, corporation, partnership, state or federal government, governmental agency, hospital, or any other medical provider, health care provider, disability or insurance benefits providers, workers compensation carrier, Medicare, Medicaid, or any other entity arising in whole or in part out of the care and treatment, or in any way connected to the care and treatment, provided to Plaintiff for the injury/injuries alleged in the Claim.

In addition to the Release and Discharge set forth above and in consideration of the payments set forth in this Agreement, Plaintiff hereby waives any cause of action and/or Private

Cause of Action under 42 US Code §1395y (b)(3)(A), and releases and forever discharges Defendant from any obligations, from any claim, known or unknown, arising out of the failure of Defendant to provide for a primary payment or appropriate reimbursement pursuant to 42 US Code §1395y (b)(3)(A).

Plaintiff agrees to indemnify, defend and hold harmless Defendant for any claim, loss or payment Defendant may suffer, including judgments, verdicts, awards, penalties, attorney's fees and costs, that arises out of the failure to pay any unpaid medical bills or future medical expenses, or to otherwise fail to protect Medicare's interests under the MSP Act which exceed the amounts set forth in the final letters issued by these agencies. Plaintiff agrees by this Agreement to waive any claims for damages, indemnification and/or contribution from any causes of action of any kind or nature, including but not limited to a private cause of action provided in the Medicare Secondary Payer (MSP) Act, 42 U.S.C. Section 1395y(b)(3)(A), in connection with or arising as a result of the medical care and treatment rendered to Plaintiff regarding the injuries alleged in the Action.

It is understood and agreed that Plaintiff will provide Releasees all of the information noted below and all information required for Releasees to properly report this claim to Medicare pursuant to 42 U.S.C. 1395y(b)(8). Plaintiff further agrees that Releasees will provide the information below and all information required under 42 U.S.C. 1395y(b)(8) to The Centers for Medicare and Medicaid Services pursuant to The Medicare, Medicaid and SCHIP Extension Act of 2007.

The below information must be filled out by Plaintiff himself in his own handwriting.

Full Name as it appears on your
Social Security Card

Social Security Number

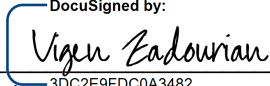
Address

Date of Birth

_____ Mr Zadourian Does not have medicare or is a medicare beneficiary _____

Medicare Health Insurance Claim
Number (HICN)

Gender

DocuSigned by:

3DC2E9FDC0A3482...
Plaintiff signature

19. Liens. Releasor agrees to defend, indemnify, protect and hold harmless Releasees from any and all liens, rights of subrogation, indemnification claims, contribution claims, defense claims, losses, liability, actions, damages, causes of action, judgments, costs and expenses, including attorneys' fees, whatsoever made by or sustained by or arising from any person,

corporation, partnership, state or federal government, governmental agency, hospital, or any other medical provider, health care provider, disability or insurance benefits providers, workers compensation carrier, Medicare, Medicaid, or any other entity arising in whole or in part out of the care and treatment, or in any way connected to the care and treatment, provided to the Releasor for the injury/injuries alleged in the Claim. Releasor expressly agrees and warrants that Releasor has disclosed all liens on his recovery in the Action to Releasees, and agrees to defend, indemnify, protect and hold harmless Releasees from any and all claims, losses, actions, damages, settlements, judgments, causes of actions, subrogation claims, indemnification claims, or contribution claims, including attorney's fees and costs of suit, from any lienholders not disclosed to Releasees. Releasor understands and acknowledges that any and all payments made to Medicare, Medicaid, or child support liens from the Payment will be paid directly to the appropriate lienholder by the payor(s) of the Payment.

20. Ownership of Claims. Plaintiff represents and warrants that he is the sole and lawful owner of all rights, title and interest in and to all released matters, claims and demands referred to herein. Plaintiff further represents and warrants that there has been no assignment or other transfer of interest in any such matters, claims or demands that he may have against Releasees. Plaintiff agrees to indemnify Releasees and shall hold them harmless from and against: (1) any such liability, claim, demand, action, cause of action, or right which has been assigned or transferred contrary to the foregoing representations; and (2) any and all liability, loss, claim, expense and/or obligation arising out of any breach of the foregoing warranty.

21. Successors and Assigns. It is expressly understood and agreed by the Parties that this Agreement and all of its terms shall be binding upon each Parties' representatives, heirs, executors, administrators, successors and assigns.

22. California Law Applies. This Agreement, in all respects, shall be interpreted, enforced and governed by and under the laws of the State of California.

23. Jurisdiction. The Parties agree that the Court will maintain jurisdiction over the enforcement of this settlement pursuant to California *Code of Civil Procedure* Section 664.6. The Parties shall execute a stipulation for the Court's retention of jurisdiction.

24. Drafting. Each Party has cooperated in some fashion in the drafting and/or preparation of this Agreement. Regardless of the extent of drafting or preparation, the language in all parts of this instrument shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the Parties hereto and without regard to which Party arranged for the final draft of this Agreement.

25. Not Evidence. This Agreement shall not be used as evidence in any proceeding other than one to enforce this Agreement, or for damages arising from a breach of this Agreement.

26. Execution of Additional Documents. The Parties agree to execute such other, further and different documents as reasonably may be required to effectuate this Agreement.

27. **Consultation with Counsel.** The Parties and each of them acknowledge that they have had the opportunity to consult with legal counsel of their choice prior to execution and delivery of this Agreement, and that they have in fact done so. Plaintiff acknowledges that he has been specifically advised by counsel of the consequences of signing the Releases contained in this Agreement.

28. **Headings.** The headings in each paragraph herein are for convenience of reference only and shall be of no legal effect in the interpretation of the terms hereof.

29. **Integration.** This Agreement constitutes a single, integrated, written contract, expressing the entire agreement between the Parties. It supersedes all prior agreements between the Parties. The Parties represent and warrant that they are not relying on any promises or representations that do not appear written herein. The Parties further understand and agree that this Agreement can be amended or modified only by a written agreement, signed by all of the Parties hereto.

30. **Severability.** If any provision in this Agreement is found to be unenforceable, it shall not affect the enforceability of the remaining provisions and the court shall enforce the remaining provisions to the extent permitted by law.

31. **Counterparts.** This Agreement may be executed in separate counterparts and each such counterpart shall be deemed an original with the same effect as if all Parties had signed the same document.

32. **Voluntary Agreement.** Plaintiff understands and agrees that he may be waiving significant legal rights by signing this Agreement, and represents that he has entered into this Agreement voluntarily, after consulting with his attorneys, with a full understanding of and in agreement with all of its terms.

33. **Facsimile Signature.** Facsimile signatures on this Agreement shall be treated as original signatures.

[Signature Page Follows]

For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison

READ THIS SETTLEMENT AGREEMENT CAREFULLY BEFORE SIGNING

Dated: 7/20/2021

DocuSigned by:

3DC2E9FDC0A3482...

VIGEN ZADOURIAN

Dated: 7/21/2021

FORREST MACHINING, INC.



By: Ken McPherson
Title: CFO

APPROVED AS TO FORM:

Dated: 7/20/2021

M LAW ATTORNEYS APC

DocuSigned by:

F00F3C8F93D45A...

Narak Mirzaie
Counsel for Plaintiff

Dated: 7/21/2021

VENABLE LLP



Daniel Hoffer
Counsel for Defendant

Certificate Of Completion

Envelope Id: 4ADBB5441D0947EC9E031274697E6319

Status: Completed

Subject: Please DocuSign: Zadourian - Second Amended Settlement Agreement(52802558.2).docx (1).pdf

Source Envelope:

Document Pages: 12

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Kyle Klein

AutoNav: Enabled

750 E. Pratt St.

Envelope Stamping: Enabled

Baltimore, MD 21202

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

KPKlein@Venable.com

IP Address: 38.70.223.227

Record Tracking

Status: Original

Holder: Kyle Klein

Location: DocuSign

7/20/2021 11:18:59 PM

KPKlein@Venable.com

Signer Events**Signature****Timestamp**

Daniel Hoffer

DPHoffer@venable.com

Security Level: Email, Account Authentication
(None)

Sent: 7/20/2021 11:21:13 PM

Viewed: 7/21/2021 12:12:55 AM

Signed: 7/21/2021 12:13:34 AM

Signature Adoption: Drawn on Device

Using IP Address: 47.144.136.26

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 7/21/2021 12:12:55 AM

ID: cf6aeb92-9f19-4197-b524-c8163878312d

Ken McPherson

KMcPherson@FORRESTMACHINING.COM

CFO

Forrest Machining

Security Level: Email, Account Authentication
(None)

Sent: 7/20/2021 11:21:13 PM

Viewed: 7/21/2021 10:40:11 AM

Signed: 7/21/2021 10:40:55 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 174.127.38.2

Electronic Record and Signature Disclosure:

Accepted: 7/15/2021 10:20:12 PM

ID: e266d1d5-7bfb-4759-892d-747135fdc64e

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

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7/20/2021 11:21:13 PM

Certified Delivered

Security Checked

7/21/2021 10:40:11 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	7/21/2021 10:40:55 AM
Completed	Security Checked	7/21/2021 10:40:55 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jfcarroll@venable.com

To advise Venable LLP of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at jfcarroll@venable.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to jfcarroll@venable.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Venable LLP as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Venable LLP during the course of my relationship with you.