

**CONFIDENTIAL SEVERANCE AGREEMENT AND
GENERAL RELEASE OF ALL CLAIMS**

This Confidential Severance Agreement and General Release of All Claims (hereinafter referred to as the “Agreement”) is made and entered into by and between Q-Flex, Inc. (hereinafter referred to as “Defendant” “the Company” or “Q Flex”) and Ariel Lozano (hereinafter referred to as “Plaintiff”, and together with the Company, “Parties”).

RECITALS

WHEREAS, Plaintiff was an at-will employee of the Company from on or around April 30, 2018, until on or about May 8, 2019 (hereinafter “Separation Date”);

WHEREAS, on May 7, 2020, pursuant to Labor Code section 2699.3 subd.(a), Plaintiff gave timely, written notice to the Labor and Workforce Development Agency (“LWDA”) as well as Defendant by sending the PAGA notice of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code section 2699.3. This written notice was given via certified mail to Defendant(s), and to the LWDA by electronically filing the notice via the Department of Industrial Relations Website Plaintiff was given a LWDA case Number of LWDA-CM-78469-20.

WHEREAS, On or around May 26, 2020, Plaintiff filed a Class Action,, captioned *Lozano v. Q-Flex Inc.* against Defendant, Case No.: 30-2020-01140853-CU-OE-CXC, for damages, pending in the Superior Court of California, County of Orange, alleging, (1) Violation of California Labor Code sections 510, 1194 for Recovery of Unpaid Minimum Wage and Overtime; (2) Violation of California Labor Code Sections 226.7, 512 for Meal Period Violations; (3) Violations of California Labor code sections 226.7, Wage Order 1-2001 for Rest Period Violations; (4) California Labor code sections 201, 202, and 203 for Failure to Pay Wages Due at Separation of Employment; (5) California Labor code section 226, subdivision (a) and (e) for Failure to Issue Accurate Itemized Wage Statements; and (6) Violations of California Business and Professions Code sections 17200 et seq. for Unfair Business Practices (hereinafter the “Class Action”). On or around March 26, 2021, Plaintiff a First Amended Complaint (“FAC”) adding a seventh cause of action for violations pursuant to Private Attorney’s General Act (“PAGA”), labor code sections 2698 et seq. (hereinafter the “Operative Complaint”);

WHEREAS, on October 16, 2020, the Parties participated in an all-day mediation presided over by Hon. Peter Lichtman (Ret.), whereby with the help of the mediator the Parties were able to reach a global resolution of Plaintiff’s claims as well as this general release;

WHEREAS, Plaintiff now wishes to fully and finally release all her individual claims against the Company;

WHEREAS, the Company expressly denies every allegation asserted by Plaintiff with respect to any Individual Claims, and denies that Plaintiff has, had, or could have had any valid legal claim against the Company;

WHEREAS, Plaintiff and the Company mutually desire to settle and terminate fully and finally all claims, differences and disputes between them including, but not limited to, all matters related to Plaintiff’s Individual Claims, her employment relationship with the Company, the terms

and conditions of Plaintiff's employment relationship with the Company, and any other asserted or unasserted claims asserted in the Operative Complaint, Case 30-2020-01140853-CU-OE-CXC; and

WHEREAS, Plaintiff acknowledges that as of the date on which Plaintiff signs this Agreement (the "Execution Date"), Plaintiff is waiving all rights and claims described in this Agreement in exchange for consideration that is in addition to anything of value to which Plaintiff has ever been and/or is already entitled.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree to be legally bound by the following terms and conditions, which constitute full settlement of all claims, differences and disputes between them:

1. Recitals. The Recitals set forth above are true, accurate, and correct, and are incorporated into this Agreement by this reference and made a material part of this Agreement. This Agreement shall become effective on the date Plaintiff returns the signed Agreement to the Company (hereinafter referred to as the "Effective Date").

2. Consideration. In full and final settlement of all claims, and subject to the Plaintiff complying with all of Plaintiff's obligations under this Agreement, the Company agrees to pay Plaintiff a total sum of thirty thousand dollars (\$30,000.00) (hereinafter the "Settlement Sum") within thirty (30) days after the execution of this Agreement. Payment is contingent upon (1) receipt by the Company of a completed W-9 from Plaintiff; (2) Payment instructions for the settlement draft; and (3) receipt by the Company of a fully executed copy of this Agreement by Plaintiff.

a. The Settlement Sum shall be payable via three separate checks, less applicable withholdings, and delivered (at the same time) to Plaintiff's counsel at 249 E. Ocean Blvd. Suite #814, Long Beach, CA 90802 no later than thirty (30) days after the Effective Date. Specifically, payment will be made as follows:

- i. The First Check. The first check will be issued to Plaintiff in the amount of five thousand dollars (\$5,000.00) and will be subject to all withholdings The Company will issue IRS Form W-9 for this payment to Plaintiff ("First Check").
- ii. The Second Check. The second check will be issued to Plaintiff in the amount of ten thousand dollars (\$10,000.00) and will not be subject to any withholdings The Second Check will not be subject to any tax withholdings. The Company will issue an IRS Form 1099 as appropriate to the Plaintiff for this amount ("Second Check").
- iii. The Third Check. The third check will be issued to Mahoney Law Group, APC, in the amount of fifteen thousand dollars (\$15,000.00) to cover attorney's fees and costs. Defendant shall issue an IRS form 1099 as appropriate ("Third Check").

b. Plaintiff shall file a dismissal of the Action, Case No.: 30-2020-01140853-CU-OE-CXC, with prejudice, within seven (7) days, upon completion of section 2(a)(i) through (iii).

3. Taxes. Plaintiff understands the Company shall issue the Plaintiff an IRS Form 1099 as required by applicable law. The Company makes no representation regarding the tax consequences or liability arising from the Settlement Sum. The Plaintiff understands and agrees that any and all employee tax liability that may be due or become due because of the payments referenced in Paragraph 2 is the Plaintiff's sole responsibility, and that the Plaintiff will pay any such employee taxes that may be due or become due. The Plaintiff shall hold the Company harmless and indemnify it for any employee tax liabilities, costs, and expenses, including attorneys' fees and costs, by any tax authority relating in any way to the tax treatment of payments made pursuant to this Agreement.

4. Liens and Subrogation. Plaintiff represents and warrants that the Settlement Sum is not subject to any liens and/or subrogation by the Employment Development Department ("EDD"), or any state or federal agency for any benefits received by Plaintiff, or subject to any lien relating to any obligation at law to any individual or entity. Plaintiff shall protect and indemnify the Company against any claims, subrogation claims and other rights that the EDD or any state or federal agency, or individual or entity, may assert against the Settlement Sum paid.

5. Release. The Parties desire fully and finally, mutually release all claims against each other. The mutual release, however does not apply to any claim which as a matter of law cannot be released.

a. Release of All Claims by Plaintiff. Subject to the rights enumerated in Paragraph 6, in exchange for, and in consideration of, the payments, benefits, and other commitments described herein, Plaintiff, acting for herself, her spouse (if any), their marital community (if any), and their respective heirs, estates, representatives, executors, successors and assigns (all encompassed in the term "Plaintiff"), hereby fully, forever, irrevocably, and unconditionally releases and discharges the Company, its shareholders, subsidiaries, parent companies, employee benefit plans, employee benefit plan fiduciaries, insurers of employee benefits, any co-employers or joint employers, and each of their officers, directors, employees, agents, administrators, representatives, successors, heirs, assigns, and all persons acting by, through, under, or in concert with them (collectively, the "Released Parties"), from any and all claims of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract or other common law or arising out of any federal, state, and/or local law, statute, ordinance, regulation, guidance, opinion, interpretation, caselaw, or other source of law, which Plaintiff may have against the Released Parties, including any and all claims arising out of and/or in any way related to Plaintiff's employment with the Company or the circumstances of Plaintiff's separation from that employment, which could have arisen out of any act or omission occurring from the beginning of time to the Effective Date of this Agreement, whether now known or unknown, contingent or vested, whether anticipated or unanticipated, asserted or unasserted, at the time of execution of this Agreement or not, for any type of relief, including, without limitation, any and all claims, charges, grievances, causes of action, lawsuits or other actions of any kind seeking to recover or be awarded any form of compensation, benefits, damages, back pay, front pay, unpaid costs or reimbursements, penalties (including late payment penalties), liquidated

damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or injunctive or other equitable relief.

This release includes, but is not limited to, any and all claims Plaintiff brought or could have brought under any agreement between her and the Company (except for this Agreement), claims arising from or dependent on the statutory and/or common law of California; as well as any and all claims Plaintiff brought or could have brought pursuant to or under any federal statute, law or regulatory authority.

The federal statutory and/or regulatory claims released by this Agreement, include, but are not limited to, the Civil Rights Acts of 1866 and 1964, as amended, 42 U.S.C. §§ 1981 and 2000(e) *et seq.*; the Civil Rights Act of 1991; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*; the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.*; the Age Discrimination in Employment Act of 1967 (ADEA), as amended; the Worker Adjustment and Retraining Notification Act (WARN), the Family and Medical Leave Act of 1993 (FMLA), 29 U.S.C. § 2601 *et seq.*; the Employee Retirement Income Security Act (ERISA), 29 U.S.C. § 1001 *et seq.*; the Equal Pay Act, 29 U.S.C. § 206(d); the Lily Ledbetter Fair Pay Act, the Pregnancy Discrimination Act; Occupational Safety and Health Act (OSHA), 29 U.S.C. § 651, *et seq.*; the National Labor Relations Act (NLRA), as amended; the Labor-Management Relations Act, as amended, and all claims Plaintiff brought or could have brought under any other statute set forth in the statutes or codes of the United States, or any related regulatory authority, that pertains or relates to, or otherwise touches upon, the employment relationship between the Company and Plaintiff.

The State statutory and/or regulatory claims released by this Agreement include, but are not limited to, California Code of Civil Procedure §1021.5; the California Fair Employment and Housing Act; the Unruh Civil Rights Act; the California Equal Pay law; the California Whistleblower Protection Law; the California Family Care Leave Act; the California Pregnancy Disability Leave Law; the California WARN Law; the California Constitution; and any and all claims brought or that could be brought under any other statute set forth in the statutes or codes of any State or local government or regulatory authority, that pertains or relates to, or otherwise touches upon, the employment relationship between the Company and Plaintiff.

This release also includes, to the fullest lawful extent, any and all actions for breach of contract, express or implied, breach of the covenant of good faith and fair dealing, express or implied, promissory estoppel, wrongful termination in violation of public policy, all other claims for wrongful termination and constructive discharge, and all other tort claims, including, but not limited to, assault, battery, false imprisonment, intentional interference with contractual relations, intentional or negligent infliction of emotional distress, invasion of privacy, negligence, negligent investigation, negligent hiring, negligent supervision, or negligent retention, defamation, intentional or negligent misrepresentation, fraud, and any and all other common law causes of action or federal, state or local laws and regulations relating to employment, employment termination, employment discrimination, harassment, and/or retaliation, wages, hours, employee benefits, compensation, and any and all claims for attorneys' fees and costs, pursuant to or arising under any such law or order.

In waiving and releasing any and all claims set forth in this Agreement, whether or not now known to the Parties, the Parties understand that if they later discovers facts different from or in

addition to those facts they currently knows or believes to be true, this Agreement, and any waivers and releases in this Agreement, will nevertheless remain effective in all respects despite such different or additional facts and even if either Party would not have agreed to this Agreement if he/it had had prior knowledge of such facts. The Parties expressly, knowingly, and intentionally waives the benefits and rights of any statute, rule, doctrine, or common law principle of any jurisdiction whatsoever that provides that a general release does not extend to unknown claim, including without limitation any applicable benefits or rights under California Civil Code §1542, which provides:

A general release does not extend to claims that the creditor or the 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.

The Parties agree that this release is not a release on account of wages due, or to become due, or made as an advance on wages to be earned, and the Parties agree and warrant that Plaintiff has already received payment of all wages due to Plaintiff.

b. Defendant's Release. The Company on behalf of itself and the Released Parties, fully and finally release and discharge Plaintiff, Plaintiff's spouse (if any), heirs, or assigns, from any liability, actions, causes of actions and claims of any nature, whether known or unknown, in connection with Plaintiff's employment, all interactions, agreements, contracts, express or implied.

6. Protected and Reserved Rights.

a. Notwithstanding paragraph 5, Plaintiff in this Agreement releases any and all her individual claims;

b. Notwithstanding Paragraph 5, Plaintiff does not release and discharge: (i) any right to vested benefits that he may have under the terms of any profit-sharing or retirement benefit plan administrated by the Company; (ii) the right to file any claims that are not permitted to be waived or released under applicable law or regulation, including but not limited to, the right to file claims for workers' compensation and/or unemployment compensation; (iii) the right to bring a lawsuit to enforce the Company's obligations under this Agreement; and (iv) any claims that arise after the date on which the Plaintiff signs this Agreement. Nor is this Agreement intended in any way to limit the Plaintiff's right or ability to: (a) make any disclosure of information required by law or protected under the whistleblower provisions of any law; (b) initiate a charge with, provide information to, testify at, participate, or otherwise assist in investigations conducted by or engage in communications with, the Equal Employment Opportunity Commission (EEOC), the National Labor Relations Board (NLRB), the Occupational Safety and Health Administration (OSHA), the Securities and Exchange Commission (SEC), or any other federal, state or local governmental agency or commission ("Government Agencies"); or (iii) respond to any inquiry from any such authority or Governmental Agencies, including an inquiry about the existence of this Agreement or its underlying facts. Plaintiff will, however, not seek or accept any award of back pay, front pay, compensatory damages, punitive damages, attorneys' fees, or reinstatement

in any such charge, civil action, suit or proceeding. This Agreement does not limit Plaintiff's right to receive an award for information provided to the SEC.

7. No Pending Claims or Assignments. Plaintiff represents and warrants that, other than the pending Action Case No.: 30-2020-01140853-CU-OE-CXC (which Plaintiff will be filing a dismissal for); there are no claims, charges, lawsuits, or any similar matters of any kind filed by Plaintiff, on Plaintiff's behalf or for her benefit, presently pending against any of the Released Parties in any forum whatsoever, including, without limitation, in any state or federal court, or before any federal, state, or local administrative agency, board, or governing body, nor any qui tam, whistleblower, or other similar type of private attorney general action. Plaintiff also represents and warrants that there has been no assignment or other transfer of any interest in any claim that Plaintiff may have against the Released Parties, and Plaintiff agrees to indemnify and hold the Released Parties harmless from any liability, claims, demands, damages, costs, expenses and attorneys' fees incurred by them due to any person asserting any such assignment or transfer. This indemnity shall not require payment as a condition precedent to recovery by the Released Parties against Plaintiff under this indemnity.

8. Covenant Not to Sue. Subject to the rights enumerated in Paragraph 6, Plaintiff covenants not to file any suits, complaints, claims, or charges against the Company or the Released Parties, either on Plaintiff's own behalf or in any representative capacity, in any state or federal court or before any federal, state, or local administrative agency, board, or governing body.

9. Preclusive Effect of Agreement. Plaintiff acknowledges, understands, and agrees this Agreement may be pled as a complete bar to any action or suit before any court or administrative body with respect to any lawsuit under federal, state, local, or other law relating to any possible claim that existed or may have existed against the Released Parties arising out of any event occurring from the beginning of time through the Effective Date of this Agreement. Plaintiff further acknowledges and agrees that he had a full and fair opportunity, while employed at the Company, to make any reports and/or complaints relating to his experiences working at the Company, including but not limited to reports of workplace injury or illness and/or any form of unlawful discrimination, harassment, retaliation or abuse of any kind, and that if Plaintiff never made any such reports and/or complaints, it is because Plaintiff never experienced or suffered any workplace illness or injury or unlawful discrimination, harassment, retaliation, or abuse while employed at the Company.

10. Compliance with Laws. The Plaintiff acknowledges, affirms, represents, and warrants that at all times during the Plaintiff's employment by the Company, the Plaintiff complied with all state and federal laws, acted with the highest degree of fidelity to the Company, and committed no acts of theft, embezzlement, misappropriation, or other forms of misconduct contrary to the interests of the Company.

11. Non-Admission. Execution of this Agreement and compliance with its terms shall not be considered or deemed an admission by the Company of any liability whatsoever, or as an admission by the Company of any violation of Plaintiff's rights or the rights of any other person, a violation of any order, law, statute, or duty, or breach of any duty owed to Plaintiff or any other person. The Company specifically disclaims any such liability.

12. Knowing and Voluntary Acknowledgments. Plaintiff specifically agrees and acknowledges that:

- a. Plaintiff has read this Agreement in its entirety and understands its terms;
- b. Plaintiff has been advised to consult with an attorney before executing this Agreement, and she has in fact consulted with such counsel;
- c. Plaintiff knowingly, freely, and voluntarily assents to its terms and conditions including, without limitation, the release, and covenants contained in this Agreement;
- d. Plaintiff is executing this Agreement, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which Plaintiff is otherwise entitled;
- e. Plaintiff is not releasing rights or claim that may arise after Plaintiff executes this Agreement; and
- f. Plaintiff is not relying upon any oral representations made to Plaintiff regarding the subject matter of this Agreement.

13. Confidentiality. The Parties agree that the terms and conditions contained within this Agreement are confidential and further agree that the Parties will not disclose the terms and conditions to any person, or cause or allow to be divulged in *any* manner. Notwithstanding the foregoing, Plaintiff may permissibly disclose the existence and terms of this Agreement to her attorney(s) and to her spouse (if any); provided that Plaintiff agrees that her spouse shall be deemed bound to the confidentiality provisions set forth in this paragraph, and that if Plaintiff's spouse divulges the existence and terms of this Agreement, its negotiation, its execution, and/or its implementation to any person or organization, including, but not limited to, employees or former employees of the Company or the Released Parties, members of the press and/or media, or other members of the public, such divulgence shall be imputed to Plaintiff and shall constitute a breach of this paragraph by Plaintiff. Additionally, nothing in this Paragraph precludes Plaintiff from responding truthfully to inquiries made in connection with any legal or governmental proceeding if compelled to do so pursuant to subpoena or other legal process.

This paragraph shall not prohibit Plaintiff and Plaintiff's attorney(s), if any, from disclosing the terms of this Agreement to Plaintiff's tax advisor(s) or accountants to the extent necessary to prepare Plaintiff's income tax returns and to represent Plaintiff in connection with any proceedings relating thereto, or from advising a governmental taxing authority of the consideration being paid to Plaintiff, or of the existence of this Agreement in response to a question or questions posed by such taxing authority; provided that Plaintiff shall instruct Plaintiff's tax advisors that they are to keep confidential their knowledge of the settlement amount and that any breach of that confidence by them will be attributed and imputed to Plaintiff. Nor does this Paragraph prohibit Plaintiff from disclosing or discussing any matters regarding alleged sexual harassment or abuse. The Parties agree that any proven breach by either Party of this Paragraph will cause immediate and irreparable injury to the Company, the exact amount of which is difficult, if not impossible, to determine. Accordingly, if either Party breaches this Paragraph, and the non-breaching Party proves the breach of this Paragraph, then the breaching Party the sum of two hundred dollars

(\$200,000) as liquidated damages, per occurrence, which represents a fair estimate of the reasonable compensation for such a breach. The Parties acknowledge and agree that the liquidated damages are not a penalty, but rather reasonable damages that the Parties would be entitled to recover.

14. Irreparable Harm. Subject to the rights enumerated in Paragraph 6.b., the Parties agree that in the event of a breach or a threatened breach by either Party of any of the provisions of this Agreement, in addition to any and all other rights remedies available to it at law or equity, the non-breaching Party shall be entitled to: (a) money damages suffered by the non-breaching Party as a result of the breach; and (b) reimbursement of court costs and attorney fees and costs reasonably incurred by non-breaching Party in securing compliance with this Agreement. Nothing in this paragraph shall, or is intended to, limit or restrict any other rights or remedies the non-breaching Party may have under this Agreement or otherwise.

15. Non-Disparagement. The Parties agree not to, at any time in the future, in anyway disparage each other verbally or in writing or make any statements to the press or to third persons that may be derogatory or detrimental to the other Party's name or business reputation. Subject to the rights enumerated in Paragraph 6, the Parties further agree that neither Plaintiff nor anyone acting on her behalf, nor the Company nor anyone acting on its behalf, will make any derogatory or disparaging statement about the other Party and/or the Released Parties to any individual or entity, including but not limited to, the Company's actual or potential clients, customers, vendors, Plaintiff's financial or credit institutions, or the media, nor directly or indirectly take any action which is intended to embarrass any of them. For purposes of this paragraph, a disparaging statement is any communication, oral or written, which would tend to cause the recipient of the communication to question the business condition, integrity, competence, fairness, or good character of the person to whom, or entity to which, the communication relates.

16. Neutral Job Reference. The Parties agree that all inquiries from prospective employers shall be directed to, and handled by, the Company's Human Resources. It is Plaintiff's responsibility to direct all employment inquiries to the Company's Human Resources. The Company's Human Resources will only provide employment verification and if authorized salary information.

17. Non-Participation. To the fullest extent permitted by law, and except as otherwise provided by Paragraph 6.b., Plaintiff agrees not to participate in, aid, or assist in any way, any potential or actual claimants or plaintiffs that have, or may have in the future, any claims, actions, lawsuits or charges against the Company or the Released Parties. Such claimants or plaintiffs may include both current and former employees, or individuals who are or may be contemplating pursuit of an action against the Company and/or the Released Parties. Nothing in this section will limit Plaintiff's cooperation as required by law.

18. Amendment. This Agreement shall be binding upon Plaintiff and the Company and may not be amended, supplemented, changed, or modified in any manner, orally or otherwise, except by an instrument in writing of subsequent date signed by both Plaintiff and the Company.

19. Cooperation. In the event that the Company requires any information or testimony from the Plaintiff in connection with any claim made against the Company, or any claims made by the Company against persons or entities not party to this Agreement, the Plaintiff agrees to

cooperate fully with, and with being reimbursed for reasonable costs by, the Company, including: (a) appearing at any deposition, trial, hearing or arbitration; (b) meeting telephonically or in person with attorneys or agents designated by the Company, at a reasonable time and place, prior to the giving of testimony, for the purpose of discussing such testimony; and (c) providing the Company with any relevant documentation in the Plaintiff's custody, control or possession. The Company will pay for or reimburse the Plaintiff for any reasonable expenses, not including attorneys' fees, the Plaintiff incurs in connection with such cooperation, provided the Company has agreed in advance to such expenses.

20. Entire Agreement. This Agreement sets forth the entire Agreement between Plaintiff and the Company. This Agreement fully supersedes any prior obligation of the Company to Plaintiff, but all prior agreements and obligations of Plaintiff to the Company related to inventions, business ideas, confidentiality of corporate information, non-solicitation, and non-competition remain intact and are hereby reaffirmed and incorporated in this Agreement. Plaintiff acknowledges that Plaintiff has not relied on any representations, promises, or agreements of any kind made to Plaintiff in connection with her decision to accept this Agreement, except for those set forth in this Agreement.

21. Paragraph Titles. The paragraph titles in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

22. Construction. Plaintiff and the Company both acknowledge and agree that each has had a full and fair opportunity to participate in the drafting and/or negotiation of this Agreement and has had the opportunity to have legal counsel review this document. Plaintiff and the Company agree that the rule of construction that any ambiguities are to be resolved against the drafting party shall not be applied to the interpretation of this Agreement and that no inference in favor of, or against, any party shall be drawn from the fact that one party has drafted any portion of this Agreement.

23. Execution in Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, which means that the Plaintiff and the Company may sign separate originals of this Agreement and that the executed originals, taken together, will be deemed binding. Scanned and/or facsimile signatures shall be sufficient and fully binding.

24. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of California without regard to its conflicts of laws principles. With respect to any litigation based on, arising out of, or in connection with this Agreement, the Plaintiff and the Company expressly submit to the personal jurisdiction of California and hereby expressly waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the laying of venue of any such litigation brought in any such court referred to above, including without limitation, any claim that any such litigation has been brought in an inconvenient forum.

25. Severability. The parties explicitly acknowledge and agree that the provisions of this Agreement are both reasonable and enforceable. However, if any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) is determined to be illegal, invalid, or unenforceable by any court of competent jurisdiction and cannot be modified to be legal, valid, or enforceable, the remainder of this Agreement shall not be affected by such determination and shall be valid and enforceable to the

fullest extent permitted by law, and said illegal, invalid, or unenforceable portion or provision shall be deemed not to be a part of this Agreement. To the extent any provision of the general release of claims described in Paragraph 5 above is deemed to be illegal, invalid, or unenforceable, the Company may, at its sole option, void this Agreement, in which case Plaintiff shall immediately return the full Settlement Sum to the Company.

26. Waiver. The Company's failure to insist upon Plaintiff's strict adherence to any term or obligation of this Agreement shall neither be considered a waiver nor deprive the Company of the right to thereafter expect or insist upon strict adherence to that term or obligation, or any other term or obligation, of this Agreement.

27. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of, as applicable, the Company's and Plaintiff's successors, assigns, heirs, estates, and representatives.

28. Notice Requirements. Any notice ("Notice") permitted or required to be given under this Agreement must be given in writing and delivered in person or by registered, U.S. mail, return receipt requested, postage prepaid, or through FedEx, UPS, DHL, or any other reputable, professional delivery service that maintains a confirmation of delivery system to the following addresses:

If to Plaintiff:

MAHONEY LAW GROUP, APC

Attn: Kevin Mahoney, Esq.

kamahoney@mahoney-law.net

Berkeh Alemzadeh, Esq.

balem@mahoney-law.net

249 E. Ocean Blvd, Suite 814

Long Beach, CA 90802

Telephone: (562) 590-5550

If to the Company:

PRINDLE GOETZ BARNES & REINHOLTZ

Attn: Gopal S. Patel, Esq.

gpatel@prindlelaw.com

One World Trade Center, Suite 1100

Long Beach, CA 90831

Telephone: (562) 436-3946

By signing below, the Plaintiff and the Company acknowledge that they have carefully read and fully understand all of the provisions of this Agreement and that they are voluntarily entering into this Agreement.

Ariel Lozano

By: Hke

Dated: 05/01/2024

Plaintiff:

Ariel Lozano

Ariel Lozano

05 / 03 / 2024
Dated: _____

For the Company:

By: _____

Dated: _____

Title	Mahoney Law Group, APC has sent you a document to review and...
File name	Ind. Settlement A...FINAL5.1.2024.pdf
Document ID	11146b56106e9556cc423060b817e8e002faeec3
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested on app.practicepanther.com and signed on app.practicepanther.com

Document History



SENT

05 / 03 / 2024

22:36:41 UTC

Sent for signature to Ariel Lozano (arielk714@yahoo.com)
from arielk714@yahoo.com
IP: 71.95.189.234



VIEWED

05 / 03 / 2024

23:04:42 UTC

Viewed by Ariel Lozano (arielk714@yahoo.com)
IP: 104.28.111.124



SIGNED

05 / 03 / 2024

23:07:46 UTC

Signed by Ariel Lozano (arielk714@yahoo.com)
IP: 104.28.111.124



COMPLETED

05 / 03 / 2024

23:07:46 UTC

The document has been completed.