

CONFIDENTIAL RELEASE AGREEMENT

This Confidential Release Agreement ("Agreement") is entered into by and between Jessica Burrola (hereinafter "Employee"), on the one hand, and Trademark Cosmetics, Inc. (hereinafter "Employer"), on the other hand.

On June 30, 2020, Employee filed a representative Private Attorneys General Act complaint against Employer in Riverside County Superior Court, titled *Jessica Burrola v. Trademark Cosmetics, Inc.*, Case No. RIC2002311 (the "PAGA Action"). In exchange for the consideration provided for herein, Employee agrees to release all claims that Employee may have, known or unknown, arising from her employment with Employer. **The PAGA Action is not encompassed under this Agreement, nor are any individual claims of any other employees.**

1. Release. In consideration of the covenants and other benefits described herein, Employee does hereby unconditionally, irrevocably, and absolutely release and discharge Employer from any and all known and unknown losses, liabilities, claims, demands, causes of action or suits of any type, whether in law or in equity, related directly or indirectly, or in any way connected with any transaction, affairs, or occurrences between the Parties, including, without limitation, Employee's work with Employer and/or the termination of said work. This Agreement specifically applies, without limitation, to a release of any and all contract or tort claims, including but not limited to, assault, battery, claims for wrongful termination, breach of implied contract, retaliation, employment discrimination, emotional distress, fraud, misrepresentation, defamation, invasion of privacy, interference with prospective economic advantage, exemption misclassification, independent contractor misclassification, missed meal and rest periods, failure to pay wages due or other monies owed, including, without limitation, severance, overtime compensation, accrued and unused vacation; claims for penalties, interest, attorneys' fees and costs, including but not limited to penalties recoverable under the Private Attorneys General Act, with the exception of the claims already asserted in the PAGA Action; and claims arising under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Equal Pay Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the California Family Rights Act, The Older Workers' Benefit Protection Act of 1990, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, the Occupational Safety and Health Act, the California Labor Code, including but not limited to the Private Attorneys General Act, with the exception of the claims already asserted in the PAGA Action, and Labor Code section 132a, any applicable California Industrial Wage Orders, all as amended, and any other local, state or federal law, rule, or regulation relating to or affecting Employee's work with Employer and/or the termination of said work. Nothing in this release is intended to affect Employee's right to workers' compensation injury benefits under the California worker's compensation laws (the "Released Claims"). **Nothing in this Agreement shall release Employer from the claims asserted in the PAGA Action, or the penalties (including attorneys' fees and costs) sought in the PAGA Action. These claims are expressly not resolved or released by this Agreement, notwithstanding anything herein to the contrary.**

Employee irrevocably and absolutely agrees that she will not prosecute nor allow to be prosecuted on her behalf, in any administrative agency, whether federal or state, or in any court, whether federal or state, any claim or demand of any type related to the matters released above, it

being the intention of the Parties that with the execution of this Agreement and the payment of the Settlement Amount, Employer will be irrevocably, absolutely, unconditionally, and forever discharged of and from all obligations related in any way to the matters discharged herein. If Employee should bring any claim released by this Agreement, other than to enforce this Agreement, or any of its terms, Employee understands and agrees that she will, at the option of Employer, be considered in breach of this Agreement.

2. Waiver of California Civil Code Section 1542. For a full and complete general release as described above, Employee expressly waives and relinquishes all rights and benefits of Section 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance and consequence of specifically waiving Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

A general release does not extend to claims which 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.

Employee understands that Section 1542 gives her the right not to release existing claims of which she is not now aware, unless she voluntarily chooses to waive this right. Having been so apprised, Employee nevertheless hereby voluntarily elects to, and does, waive the rights described in Section 1542, and elects to assume all risks for claims that exist in her favor, ***known or unknown***, which arise from the subject of this Agreement.

3. Consideration. In exchange for the promises contained in this Agreement, Employer agrees to pay to Employee the total sum of \$16,330.00 no later than 30 calendar days after the date on which the Court enters an Order approving the settlement of the PAGA Action. Consideration will be mailed by Employer or their counsel, via certified mail, to Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, CA 90245, in a single check made out to "Jessica Burrola" which will be reported on an IRS Form 1099.

4. Non-Admission of Liability. The parties hereto acknowledge the execution of this Agreement, and each of the terms contained herein, is not, and will not be construed in any way as an admission of wrongdoing or liability on the part of either party hereto. Further, Employer denies all liability entirely.

5. Confidentiality. As a condition of, and in consideration for, the payment and other benefits Employee is to receive herein, Employee agrees that neither Employee, nor her attorneys nor agents, will disclose, disseminate, or publicize or cause or permit to be disclosed, disseminated, or publicized, the fact of and the terms of this Agreement, except to Employee's spouse, attorney, and/or accountant or for the purposes of enforcing this Agreement, and/or except as required by law or legal process. The spouse, attorney, and/or accountant to whom this Agreement is disclosed are also bound by this confidentiality provision.

6. Binding Effect. Except as otherwise expressly provided herein, this Agreement will inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties hereto.

7. Assignment. Employee will make no assignment of any claims being released herein, and Employee represents that no such assignment has been made.

8. Verification of Employment. Employer agrees that if contacted by any future prospective Employer of Employee, Employer will only verify and/or provide Employee's final job title and dates of employment.

9. Governing Law. This Agreement and the rights and obligations hereunder will be governed by, and construed and interpreted in all respects, in accordance with the laws of the State of California.

10. Waiver. The waiver by any party of any breach of any of the provisions of this Agreement will not constitute waiver of any subsequent breach of the same, or of any other provision of this Agreement.

11. Severability. If any of the above provisions are found null, void, or inoperative for any reason, the remaining provisions that can be separated from it or appropriately limited in scope will remain in full force and effect.

12. Right to Counsel. Employee agrees that she has had the right to seek the advice of an attorney of her own choice to review and negotiate this Agreement, and has been advised to do so, that she has done so and has thoroughly discussed the Agreement with her counsel, and that she fully understands and appreciates the meaning of this Agreement and has executed the same of her own free will and accord.

13. Voluntary Agreement. Employee acknowledges she has read the above Paragraphs and fully understands the terms, nature, and effect of this Agreement, which she voluntarily executes in good faith, without coercion, and based upon her own judgment.

14. Enforceability. The parties understand and agree that this is an enforceable agreement and that in the event any civil action, litigation, arbitration, or other proceeding is instituted to remedy, prevent, or obtain relief from a breach of this Agreement, or arising out of a breach of this Agreement, this Agreement is admissible and subject to disclosure in any such proceeding. Further, each party has the right to enforce any provision of this Agreement by filing any appropriate action, proceeding, or motion.

15. Construing the Agreement. This Agreement is deemed to have been drafted jointly by Employee and Employer, and any uncertainty or ambiguity will not be construed for or against Employee or Employer based on attribution of drafting to either.

16. Attorneys' Fees Upon Dispute. If a dispute arises under this Agreement in which one party seeks to enforce their rights, the prevailing party will be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute.

17. Fax or Scan Signature Same Force and Effect as Original Signature. The parties agree that, in the interest of time, this Agreement may be signed in electronic, faxed, or scanned counterparts, which will have the same force and effect as an original signature.

In Witness whereof, the parties have executed this Agreement:

EMPLOYEE

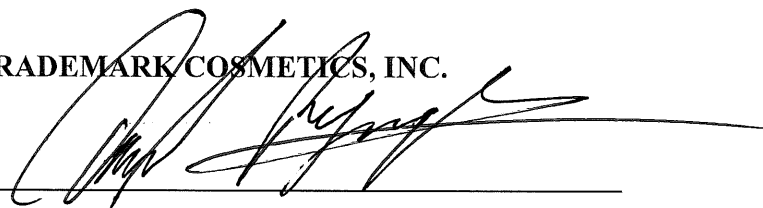
Date: Jan 18, 2022


Jessica Burrola (Jan 18, 2022 00:48 PST)

Jessica Burrola

TRADEMARK COSMETICS, INC.

Dated: 1/18/22



By: DAVID RYNGLER