

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE**

This Confidential Settlement Agreement and General Release (the “Agreement”) is made and entered into by and between Kirstie Porter, an individual for herself and her heirs, successors and assigns (“Porter”) and Joshua Wayne Ross, an individual on behalf of himself and his heirs, successors and assigns (“Ross”) on the other. Porter and Ross are individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

A. WHEREAS, Porter alleges she is a former employee of Ross and her last day rendering services to Ross was on or about December 2019 (“Termination Date”).

B. WHEREAS, On July 16, 2020, Porter and Co-Plaintiff Devon Sobieray filed a First Amended Complaint against Ross in Los Angeles Superior Court Case No. 20STCV22856 (the “Action”) alleging damages for violations of the California Labor Code on behalf of themselves and behalf of all other aggrieved employees under the Private Attorney General’s Act (the “PAGA Claims”). Porter also alleged damages for misconduct at the workplace.

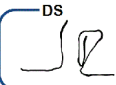
C. WHEREAS, Ross denies all allegations set forth in the Action and the PAGA Claims.

D. WHEREAS, it is the desire and intention of the Parties to avoid the risks and expenses of litigation related to the Action by entering into this Settlement Agreement to settle all rights, claims, defenses, and demands which exist or may exist between them as of the Effective Date, which is the date the last party signs this Agreement (the “Effective Date”).

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the Parties hereto agree as follows:

AGREEMENT

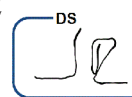
1. **Non-admission of Liability.** As set forth in the Recitals, which are expressly made a part of this Agreement, Porter agrees to finally, fully, and completely resolve all issues, rights, and obligations between her and Ross arising out of or relating to her employment and/or contractual relationship with Ross, including but in no way limited to those issues, rights and obligations referred to as “Claims” as defined herein. The furnishing of the consideration for this Agreement shall not at any time for any purpose be deemed or construed as an admission of liability or responsibility by Ross or any of the Releasees. Any liability for any and all Claims is expressly denied and disclaimed by Ross and the Releasees.

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2. **Settlement Payment.** Ross shall pay Porter the sum of Ten Thousand Dollars (\$10,000) (the "Settlement Payment"). The Settlement Payment will be made payable to "David Greifinger Attorney at Law Client Trust Account" and shall be payable in eight equal installments of One Thousand Two Hundred Fifty Dollars and no/100 (\$1,250) and mailed directly by Priority Mail to The Law Offices of David R. Greifinger at 15515 W. Sunset Blvd., No. 214, Pacific Palisades, CA 90272. The first installment payment shall be due seven business days after this Agreement is fully executed and Ross' receipt of a W-9 from Porter and subsequent installments shall be due on or before the first day of each month following the month in which the first installment payment is made. Within 30 days of the approval of the PAGA settlement portion of this Action, Ross will pay the sum of \$187.50 to the Labor Workforce and Development Agency, which sum shall be in addition to the Settlement Payment.

3. **Complete General Release.** In consideration for the covenants and promises set forth in this Agreement, Porter does hereby for herself and for her heirs, representatives, attorneys, executors, administrators, successors, and assigns — release, acquit, remise, and forever discharge Ross, and his heirs, successors in interest, and assigns, and all persons acting by, through, under, or in concert with any of them (collectively, the "Releasees"), from any and all liability, actions, causes of action, claims, charges, complaints, demands, grievances, promises, obligations, losses, damages, injuries and legal responsibilities, of any type whatsoever, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, that are based upon, relate to or arise out of any matters of any kind (collectively, "Claims"), that Porter may possess arising from any omissions, acts or facts that have occurred up until and including the date of this Agreement relating to the Action and PAGA Claims, including without limitation:

- a. any and all claims relating to or arising from Porter's employment and/or contractual relationship with Ross and the termination of that relationship, including, without limitation, any agreements and the termination of those agreements, and any claims which have been or could have been made by Porter relating to her contractual and/or employment relationship with Ross;
- b. any and all claims under the law of any jurisdiction including, but not limited to, wrongful discharge of employment, retaliation, constructive discharge from employment, termination in violation of public policy, discrimination, harassment, breach of contract (both express and implied), breach of a covenant of good faith and fair dealing (both express and implied), whistleblowing claims, promissory estoppel, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, fraud, breach of fiduciary duty, breach of the duty of loyalty, unfair business practices, defamation, libel, slander, negligence, personal injury, assault, battery, invasion of privacy, false imprisonment, and conversion; and

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- c. any and all claims for violation of any federal, state or municipal statute, laws, or ordinances, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, the Older Workers Benefit Protection Act, the Family and Medical Leave Act, the California Family Rights Act, the California Fair Employment and Housing Act, and the California Labor Code, Section 1981 of the Civil Rights Act of 1866, the Equal Pay Act of 1963, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), Employee Order 11141, the Employee Retirement Income Security Act of 1974, the California Civil Code, the California Business & Professions Code, the Code of Federal Regulations, the California Code of Regulations, and any applicable California Industrial Welfare Commission Order;
- d. any and all claims for violation of the federal, or any state, constitution;
- e. any and all claims arising out of any other laws and regulations relating to compensation, wages and hours of work, leaves, employment or employment discrimination, harassment or retaliation;
- f. any claim for any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received Porter as a result of this Agreement;
- g. any claim relating to late payment of any amount due; and
- h. any and all claims for attorneys' fees and costs.

4. General Release of Unknown Claims. For the purpose of implementing a full and complete release, Porter expressly acknowledges that the release set forth in this Agreement is intended to include in its effect, without limitation, claims that Porter did not know or suspect to exist in Porter's favor at the time of execution hereof, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter, and that the consideration given under this Agreement is also for the release of those claims and contemplates the extinguishment of any such unknown claims. In furtherance of this settlement, Sobeary waives any rights she may have under California Civil Code Section 1542 (and other similar statutes and regulations). Section 1542 states:

"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."

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5. Acknowledgement of Waiver of Claims Under ADEA. Porter acknowledges that Porter is waiving and releasing any rights Porter may have under the Age Discrimination in Employment Act of 1967 ("ADEA") and that this waiver and release is knowing and voluntary. Porter and Ross agree that this waiver and release does not apply to any rights or claims that may arise under ADEA after the date of this Agreement. Porter acknowledges that the consideration given for this waiver and release Agreement is in addition to anything of value to which Porter was already entitled. Porter further acknowledges that Porter has been advised by this writing that:

- a. Sobeary should consult with an attorney prior to executing this Agreement;
- b. Porter has up to twenty-one (21) days within which to consider this Agreement (and the Parties agree that changes whether material or immaterial do not restart the running of this twenty-one (21) day period);
- c. to the extent that Porter takes less than twenty-one (21) days to consider this Agreement prior to execution, Porter acknowledges that Sobeary had sufficient time to consider this Agreement and that Sobeary expressly, voluntarily and knowingly waives any additional time;
- d. nothing in this Agreement prevents or precludes Porter from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties or costs from doing so, unless specifically authorized by federal law.

6. Mutual Non-Disparagement. Porter agrees that she will not at any time hereafter make any statements, either verbal or written to anyone, including without limitation, any electronic or print news media or other publications, or any community organizations, which would malign, defame or disparage the reputation, image, good will or commercial interest of the Ross or any of the Releasees. Ross agrees that he will not at any time hereafter make any statements, either verbal or written to anyone, including without limitation, any electronic or print news media or other publications, or any community organizations, which would malign, defame or disparage the reputation, image, good will or commercial interest of Porter. If Ross is requested to provide information about Porter's employment history, Ross shall just confirm the dates in which he engaged Porter.

7. Confidentiality of Agreement. The Parties agrees to use best efforts to maintain in confidence the existence of this Agreement, the contents and terms of this Agreement, and the consideration for this Agreement. Notwithstanding the foregoing, the Parties acknowledge this Agreement does not limit their ability to communicate with any local, state, or federal government agencies or otherwise participate in any investigation or proceeding that may be conducted by any government agency, including providing documents or other information. This provision also includes communications to any current or former employees of Ross and

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assisting any current or former employee of Ross in litigation, other than if requested through subpoena or court order. The Parties agree, consistent with these confidentiality provisions, that this Agreement may be filed as an exhibit to a request for dismissal or offered for in camera review by the court if required to effectuate the dismissal of the PAGA or individual claims.

8. **No Attorneys' Fees and Costs.** The Parties agree that except as otherwise stated herein, they shall bear their own respective costs and fees, including but not limited to attorneys' fees, in connection with the negotiation and execution of this Agreement.

9. **Agreement is Voluntary.** Porter acknowledges and agrees that Porter:

- (a) Has had a sufficient and reasonable amount of time within which to consider the settlement terms memorialized in this Agreement before agreeing to them.
- (b) Has carefully read and fully understands all of the provisions of this Agreement.
- (c) Is, through this Agreement, releasing any and all claims she may have against Ross or any Releasee.
- (d) Knowingly and voluntarily agrees to all of the terms set forth in this Agreement.
- (e) Knowingly and voluntarily intends to be legally bound by the same; and
- (f) Was represented by an attorney prior to agreeing to the terms of this Agreement.

10. **No Representations.** The Parties acknowledge that, except as expressly set forth herein, no representation of any kind or character has been made to induce the execution of this Agreement.

11. **Notice of Settlement and Court's Continuing Jurisdiction.** Porter will file a Notice of Settlement of the entire case within five (5) business days of full execution of this Agreement. The parties agree to stipulate to a request to the court under Code of Civil Procedure section 664.6, subdivision (a) to retain jurisdiction over the parties to enforce this Settlement until its terms have been performed in full.

12. **Dismissal of Claims.** Within twenty (20) days after the Notice of Settlement is filed, Porter will dismiss, with prejudice, of all of her individual claims in the Action.

13. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California applicable to contracts made and to be performed entirely within the State.

14. **Entire Agreement.** This Agreement (as well as continuing obligations under any confidentiality or non-disclosure agreements between the Parties) sets forth the entire agreement

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between the Parties and fully supersedes any and all prior agreements and understandings between the Parties pertaining to the subject matter of this Agreement. The Parties agree that no change to or modification of this Settlement Agreement shall be valid or binding unless it is in writing and signed by Porter and Ross.

15. Prevailing Party to Recover Costs and Attorneys' Fees. In the event an action is commenced by a party to this Agreement to enforce any of the provisions of this Agreement, the prevailing party in that action will be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in connection with the action.

16. Counterparts & Electronic Signatures. The Parties to this Agreement acknowledge and consent that:

- a. they have agreed to conduct the subject matter of this Agreement by electronic means;
- b. all electronic signatures on this Agreement are adopted by the signatories with the intent to enter into and sign this Agreement by electronic means;
- c. counterparts may be delivered by fax, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 200, California's Uniform Electronic Transactions Act (Civ. Code, §§ 1633.1, et seq.) or other transmission method;
- d. any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes;
- e. with respect to signatures delivered by fax or electronically, each signatory shall deliver their original ink signatures to the other signatory within 30 days following the mutual execution of this Agreement, provided that the failure to deliver the original ink signatures shall not affect the validity of the electronic signatures that were delivered; and
- f. this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single, integrated instrument. A faxed, photocopied or electronically transmitted signature page in .pdf shall have the same force and effect as an original signature.

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SIGNATURE PAGE TO FOLLOW

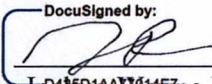
IN WITNESS WHEREOF, the Parties have executed this Confidential Settlement Agreement and General Release on the respective dates set forth below.

JOSHUA WAYNE ROSS

KIRSTIE PORTER

Dated: 7/18/2021

Dated: Jul 5, 2021

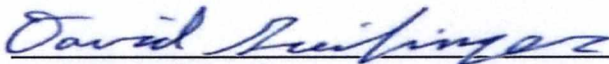
By: 
Joshua Wayne Ross

By: Kirstie Porter
Kirstie Porter (Jul 5, 2021 22:16 PDT)
Kirstie Porter

APPROVED AS TO FORM ONLY

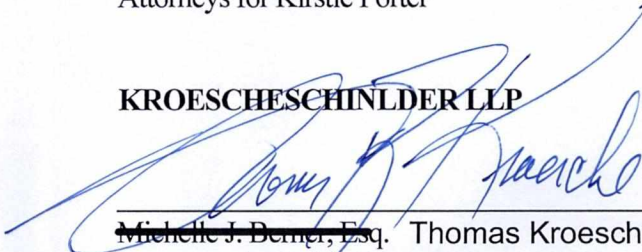
**THE LAW OFFICES OF DAVID R.
GREIFINGER**

Dated: July 8, 2021


David R. Greifinger, Esq.
Attorneys for Kirstie Porter

KROESCHESCHINLDER LLP

Dated: 7/20/21


~~Michelle J. Demer, Esq.~~ Thomas Kroesche, Esq.
Attorneys for Joshua Wayne Ross

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