

CONFIDENTIAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS

This Confidential Settlement Agreement and Release (the “Agreement”) is made by and between Krystal Estorga (“Plaintiff”), an individual, on the one part, and Ziba Investments Corp. (“Ziba”), Nikrad Enterprises, Inc. (“Nikrad”), and Jnik Inc. (“Jnik”) (collectively, “Defendants”), on the other part (hereinafter collectively referred to as the “Parties” or “Settlement Parties.”)

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) WHEREAS, Plaintiff is a former employee of Ziba;

(b) WHEREAS, on May 22, 2020, Plaintiff filed a Complaint with the Department of Fair Employment and Housing (“DFEH”), Matter No. 202005-10214421, alleging claims for, among other things: (1) Harassment in Violation of FEHA; (2) Discrimination in Violation of FEHA; and (3) Retaliation in Violation of FEHA (“Action”);

(c) WHEREAS, on May 22, 2020, Plaintiff filed with the Labor Workforce and Development Agency and served on Defendants a PAGA Notice outlining violations of the Labor Code Defendants are alleged to have committed (the “LWDA Letter”);

(d) WHEREAS, on May 26, 2020, Plaintiff filed a class and representative action against Defendant in the Los Angeles Superior Court, Case No. 20STCV20044, for various wage and hour claims (the “Class Complaint”) (the LWDA Letter and the Class Complaint are collectively the “Class Action”). The Class Action is subject to a separate Joint Stipulation of Class Action Settlement and Release of Claims (the “Class Settlement”), which separately set out the terms for Plaintiff’s release of the claims alleged in the Class Action, or that could be alleged in the Class Action;

(e) WHEREAS, there has been no determination on the merits of the allegations in the Action, but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against the Released Parties (as defined in Section 6(a) below) as of the date of execution of this Settlement Agreement, excluding any claims alleged in the Class Action or that could be alleged in the Class Action.

2. **Nonadmission of Wrongdoing.** The Parties agrees that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind. No party shall claim to be the prevailing party in the Action.

3. **Consideration/Indemnification for Tax Consequences.**

(a) In consideration for signing this Settlement Agreement and complying with its terms, Plaintiff will be paid the total gross sum of Sixty Seven Thousand, Five Hundred Dollars and Zero Cents (\$67,500.00) (“Settlement Sum”) as follows:

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(1) A check made payable to “Krystal Estorga” in the amount of Six Thousand, Seven Hundred and Fifty Dollars and Zero Cents (\$6,750.00), minus required withholdings, for Plaintiff’s alleged lost wages, reported on Form W-2, after receipt of Plaintiff completed W-4 form by counsel for Defendants;

(2) A check made payable to “Krystal Estorga” in the amount of Thirty Thousand, Three Hundred, Seventy-Five Dollars and Zero Cents (\$30,375.00) for Plaintiff’s alleged emotional distress, to be reported on IRS Section 1099 Form, after receipt of Plaintiff’s completed W-9 form by counsel for Defendants.

(3) A check made payable to “Bibiyan Law Group, P.C. Client Trust Account” in the amount of Thirty Thousand, Three Hundred, Seventy-Five Dollars and Zero Cents (\$30,375.00) for Plaintiff’s attorney’s fees and costs, to be reported on IRS Section 1099 Form, after receipt of Plaintiff’s counsel’s completed W-9 form by counsel for Defendants.

(b) Plaintiff agrees to indemnify and hold the Released Parties, as defined in Section 6(a), harmless for the amount of any taxes, penalties or interest that may be assessed by any governmental tax authority against any of the Released Parties in connection with such governmental authority’s determination that the allocation described above resulted in liability for the Released Parties for taxes, penalties, or interest. Plaintiff agrees that Plaintiff shall indemnify the Released Parties for the full amount of such liability within ninety days after receipt of notice from Defendants or any of the other Released Parties of the assessment of such taxes, penalties or interest. Plaintiff agrees to make all reasonable efforts to appropriately report her portion of the Settlement Sum to any governmental tax authority and will pay all appropriately assessed taxes.

4. **No Consideration Absent Execution of this Agreement.** Plaintiff understands and agrees that Plaintiff would not receive the consideration specified in Section 3(a) above, except for Plaintiff’s execution of this Settlement Agreement and the fulfillment of the promises contained herein.

5. **Disbursal of Settlement Funds.** Within twenty-one (21) calendar days from the date O’Hagan Meyer (“Defendants’ Counsel”) receives (i) the Settlement Agreement bearing the dates and signatures of Plaintiff and her counsel; (ii) an IRS Form W-4 for Plaintiff; (iii) an IRS Form W-9 for Plaintiff; and (iv) an IRS Form W-9 for Plaintiff’s counsel, Defendants, through Defendants’ Counsel, shall cause the checks referenced in Section 3(a) above to be received by Plaintiff’s Counsel at 8484 Wilshire Blvd #500, Beverly Hills, CA 90211. If the date by which the payment described more fully herein is to be made available to Plaintiff falls on a Saturday, Sunday or legal holiday in the State of California, then the date of said payment shall be made available to Plaintiff shall be the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

6. **Mutual Release, Claims Not Released and Related Provisions.**

(a) **Plaintiff’s Release of Claims.** Except for the claims asserted or that could be asserted in the Class Action, which are being released separately, Plaintiff, individually and on behalf of Plaintiff’s heirs, executors, administrators, representatives, attorneys, successors and

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assigns knowingly and voluntarily releases and forever discharges Defendants, including any and all parent corporation, affiliates, including but not limited to 3J Land LLC, 3J Consulting, Inc., 3J Fund, LLC, and Nik Constructions, subsidiaries, managers, divisions, predecessors, insurers, successors and assigns, including but not limited to each of their current and former employees, attorneys, officers, directors and agents thereof, including but not limited to Jonathan Nik and Ned Elias Nik, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the “Released Parties”), to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this Settlement Agreement including, but not limited to, any alleged violation of:

- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Employee Retirement Income Security Act of 1974 (“ERISA”) (as modified below);
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967 (“ADEA”);
- The Workers Adjustment and Retraining Notification Act and the California Workers Adjustment and Retraining Notification Act;
- The Occupational Safety and Health Act;
- The Sarbanes-Oxley Act of 2002;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Families First Coronavirus Act;
- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- California Family Rights Act – Cal. Gov’t Code § 12945.2;
- California Fair Employment and Housing Act – Cal. Gov’t Code § 12900 et seq.;

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- California Unruh Civil Rights Act – Cal. Civ. Code § 51 et seq.;
- Statutory Provisions Regarding the Confidentiality of AIDS Information – Cal. Health & Safety Code § 120775 et seq.;
- California Confidentiality of Medical Information Act – Cal. Civ. Code § 56 et seq.;
- California Equal Pay Law – Cal. Lab. Code § 1197.5;
- California Whistleblower Protection Law – Cal. Lab. Code § 1102.5;
- California Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394;
- California Bane & Ralph Act – Cal. Civ. Code § 52.1;
- Statutory Provision Regarding California Family and Medical Leave – Cal. Lab. Code § 233;
- Statutory Provisions Regarding California Electronic Monitoring of Employees – Cal. Lab. Code § 435;
- The California Occupational Safety and Health Act, as amended, California Labor Code § 6300 et seq., and any applicable regulations thereunder;
- California Obligations of Investigative Consumer Reporting Agencies Law – Cal. Civ. Code § 1786.10 et seq.;
- California Political Activities of Employees Law – Cal. Lab. Code § 1101 et seq.;
- California Domestic Violence Victim Employment Leave Law – Cal. Lab. Code § 230.1;
- California Court Leave Law – Cal. Lab. Code § 230;
- California Business & Professions Code, aside from those alleged in the Class Action;
- California Consumer Privacy Act;
- California Constitution;
- Any other federal, state or local civil or human rights law or any other federal, state or local law, regulation or ordinance, except to the extent such claims were asserted or could be asserted in the Class Action;
- Any public policy, contract, tort or common law, except to the extent such claims were asserted or could be asserted in the Class Action; and/or
- Any basis for recovering costs, fees or other expenses including attorneys' fees incurred in

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the Action, except to the extent such claims were asserted or could be asserted in the Class Action.

(b) **Claims Not Released.** Plaintiff is not waiving any rights Plaintiff may have to: (i) Plaintiff's own vested accrued employee benefits under the Defendants' health, welfare or retirement benefits plans, if any, as of the date of execution of this Settlement Agreement; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code §§ 132a and 4553 which are expressly released herein) or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Settlement Agreement; (iv) enforce this Settlement Agreement; (v) challenge the validity of this Settlement Agreement; or (vi) any claims that were asserted or could be asserted in the Class Action.

(c) **Government Agencies.** Nothing in this Settlement Agreement prohibits or prevents Plaintiff from filing a charge with or participating, testifying or assisting in any investigation, hearing whistleblower action or other proceeding before any federal, state or local government agency (*e.g.*, EEOC, DFEH, NLRB, SEC, *etc.*), nor does anything in this Settlement Agreement preclude, prohibit or otherwise limit, in any way, Plaintiff's rights and abilities to contact, communicate with, report matters to or otherwise participate in any whistleblower program administered by any such agencies. However, to the maximum extent permitted by law, Plaintiff agrees that if such an administrative claim is made, Plaintiff shall not be entitled to recover any individual monetary relief or other individual remedies, except to the extent such claims were asserted or could be asserted in the Class Action.

(d) **Collective/Class Action Waiver.** If any claim is not subject to release, to the extent permitted by law, Plaintiff waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which Defendants or any of the other Released Parties identified in this Settlement Agreement is a party. All claims asserted or that could be asserted in the Class Action are specifically excluded from this provision.

(e) **Aggrieved Party Waiver.** If any claim is not subject to release, to the extent permitted by law, Plaintiff acknowledges and agrees that by virtue of this settlement she is no longer an aggrieved party and waives any right to participate in any representative action based on such a claim in which Defendants, including any and all parent corporation, affiliates, subsidiaries, managers, divisions, predecessors, insurers, successors and assigns, and each of their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs, is a party. All claims asserted or that could be asserted in the Class Action are specifically excluded from this provision.

Covenant Not to Sue on Behalf of Third Parties. A "covenant not to sue" is a legal term that means a party promises not to file a lawsuit in court. It is different from the general release. Besides waiving and releasing the claims above, Plaintiff represents and warrants that she has not filed, and agrees that she will not file, or cause to be filed, besides those associated with the Class Action, any letter with the Labor Workforce Development Agency ("LWDA"),

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judicial complaint or lawsuit involving any claims released in this Agreement or any claims seeking any civil penalties on behalf of herself or any third party including but not limited to the State of California, and agrees to withdraw any LWDA letters, judicial complaints or lawsuits that have been filed, prior to the Effective Date of this Agreement, except for the Class Action. Notwithstanding this Covenant Not to Sue, the Parties may bring a claim against the other party to enforce the terms of this Agreement. Notwithstanding this Covenant Not to Sue, Plaintiff is not releasing her rights to benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code §§ 132a and 4553 which are expressly released herein).

(f) **Defendants' Release.** The Released Parties agree that there is a risk that each and every injury Plaintiff may have suffered by reason of the Released Parties' relationship with Plaintiff might not now be known, and there is a further risk that such injuries, whether known or unknown at the date of this Agreement, might possibly become progressively worse, and that as a result thereof Plaintiff may sustain damages. Nevertheless, the Released Parties desires to forever and fully release and discharge Plaintiff, and understands that by the execution of this Settlement Agreement no further claims for any such injuries that existed at the time of the execution of this Settlement Agreement may ever be asserted by the Released Parties against Plaintiff, with the sole exception of any of the "Claims Not Released" above that may be applicable.

7. **Waiver of California Civil Code § 1542.** To affect a full and complete mutual release as described above, Plaintiff, on the one hand, and the Released Parties, on the other hand (the "Releasing Parties") expressly waive and relinquish all rights and benefits of § 1542 of the Civil Code of the State of California and do so understanding and acknowledging the significance and consequence of specifically waiving § 1542. Section 1542 of the Civil Code of the State of California states 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 HIS 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.

Thus, notwithstanding the provisions of § 1542, and to implement a full and complete release and discharge of all Releasing Parties, the Releasing Parties expressly acknowledge this Settlement Agreement is intended to include in its effect, without limitation, all claims the Releasing Parties do not know or suspect to exist in their favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. The Releasing Parties warrant that they read this Settlement Agreement, including this waiver of California Civil Code § 1542, and that the Releasing Parties have consulted with or had the opportunity to consult with counsel of their choosing about this Settlement Agreement and specifically about the waiver of § 1542, and that the Releasing Parties understand this Settlement Agreement and the § 1542 waiver, and so the Releasing Parties freely and knowingly enter into this Settlement Agreement. The Releasing Parties further acknowledge that they later may

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discover facts different from or in addition to those they now know or believes to be true regarding the matters released or described in this Settlement Agreement, and even so the Releasing Parties agree that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. The Releasing Parties expressly assume any and all risk of any mistake in connection with the true facts involved in the matters, disputes or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to the Releasing Parties relating thereto.

8. Acknowledgements and Affirmations.

(a) Except for the Action and Class Action, Plaintiff affirms that Plaintiff (i) has not filed or caused to be filed any claim, complaint or action against any of the Released Parties in any forum or form, including but not limited to before the workers compensation appeals board, and (ii) presently is not a party to any claim, complaint or action against any of the Released Parties in any forum or form.

(b) Plaintiff further affirms that Plaintiff has not been retaliated against for reporting any allegations of wrongdoing by Defendants or any officers, directors or employees, except as alleged in the Action and which claims are expressly released in Section 6(a) above.

(c) Except for the claims asserted or that could be asserted in the Class Action, which are being released separately, Plaintiff affirms that all claims arising out of or relating in any way to the Action, Plaintiff's alleged employment with Ziba, and all related facts are resolved in connection with Defendants, and its current and former agents, franchisors, subsidiaries, affiliates, representatives, attorneys, insurers and employees, and that she will not initiate or pursue any other action or proceeding arising out of or relating to the Action or Plaintiff's employment with Ziba.

(d) Plaintiff affirms that as of the date Plaintiff signs this Settlement Agreement, Plaintiff 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 Centers for Medicare & Medicaid Services (the "CMS") (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in the payment to Plaintiff under this Settlement Agreement, Plaintiff agrees to indemnify, defend and hold the Released Parties harmless from any action by the CMS relating to medical expenses of Plaintiff. Plaintiff agrees to reasonably cooperate with the Released Parties upon request with respect to (i) any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and (ii) any claim the CMS may make and for which Plaintiff is required to indemnify the Released Parties under this Section.

9. Confidentiality/Limited Disclosure.

(a) Plaintiff agrees that Plaintiff will not herself, and will direct her counsel not to, publicize or disclose in any form, forum, or medium, or cause or knowingly permit or authorize the publicizing or disclosure of the contents of this Settlement Agreement, or of the basis for any

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claims or allegations which were or could have been made against the Released Parties which concern and are within the scope of this Settlement Agreement (hereafter collectively referred to as "Confidential Information") to any person, firm, organization or entity of any and every type, public or private, for any reason, at any time, without the prior written consent of Defendants unless otherwise compelled by operation of law. The Parties acknowledge their intention that the provisions of this Section 9 create no liability for disclosures made: (i) prior to Plaintiff's execution of this Settlement Agreement; (ii) by persons from public information released prior to Plaintiff's execution of this Settlement Agreement; (iii) pursuant to Sections **Error! Reference source not found.** or **Error! Reference source not found.** below to enforce the terms of this Settlement Agreement; or (iv) as otherwise compelled by operation of law.

(b) The foregoing notwithstanding, Plaintiff acknowledges the confidentiality provisions of this Section 9 constitute a material inducement to Defendants to enter into this Settlement Agreement and represents that she has not directly or indirectly disclosed any Confidential Information to any third party prior to Plaintiff's execution of this Settlement Agreement.

(c) Plaintiff is permitted to disclose Confidential Information to her spouse, domestic partner (legal or common law), children, tax advisors, and attorneys with whom Plaintiff chooses to consult regarding Plaintiff's consideration of this Settlement Agreement. However, each such person to whom Plaintiff discloses Confidential Information shall be bound to the confidentiality provisions hereof and any disclosure of Confidential Information by any such person so informed may constitute a breach by Plaintiff of Section 9(a) above. Plaintiff is also permitted to disclose Confidential Information to any federal, state or local government agency. In response to inquiries from third parties concerning the status of this dispute or which would require the disclosure of Confidential Information, Plaintiff only will state that the dispute has been resolved.

(d) It is agreed that in the event of a breach of the provisions of this Section 9 by Plaintiff, it would be impractical or extremely difficult to fix actual damages to Defendants. Therefore, Plaintiff agrees that in the event of such a breach, Plaintiff shall pay to Defendants, as liquidated damages, and not as penalty, the sum of Three Thousand, Seven Hundred and Twelve Dollars and Fifty Cents (\$3,712.50) per proven breach that represents reasonable compensation to Defendants for the loss incurred because of such a breach.

10. **No Transfer/Assignment of Claims.** The Releasing Parties warrant and represent that they have not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Settlement Agreement.

11. **Non-Disparagement.** Plaintiff agrees not to make any untruthful, malicious, disparaging or defamatory statements, allegations, comments or communications, regardless of form (whether written, oral, electronic, including but not limited to Glassdoor, Yelp, or otherwise), regarding Defendants, its employees, including but not limited to Ned Elias Nik and Jonathan Nik, other past and current employees or Defendants' subsidiaries, divisions, affiliates, including but not limited to 3J Land LLC, 3J Consulting, Inc., 3J Fund, LLC, and Nik Constructions, or services. Plaintiff further agrees not to encourage authorize or permit any such statements, allegations,

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comments or communications to be made by others on her behalf. To the extent Plaintiff has posted any negative comments about Defendants on Glassdoor, Yelp, or other websites, Plaintiff agrees to request that these comments be removed.

12. **Request for References.** Defendants and the Released Parties agree that it/she/they will respond to all inquiries regarding Plaintiff's alleged employment by confirming only dates of alleged employment and position held.

13. **Non-Enticement.** Plaintiff further agrees not to initiate, encourage, cause, direct, assist, support or counsel other individual(s) including but not limited to Defendants' current or former employees to file any lawsuit, charge, complaint, claim, petition, or accusatory pleading against Defendants except as may be required pursuant to a lawfully served subpoena. Nothing in this Paragraph shall prevent Plaintiff from responding to inquiries she receives regarding the Class Action from other putative class members. If Plaintiff receives any inquiries regarding the Class Action from other putative class members she agrees only to advise them to contact the Settlement Administrator.

14. **Waiver of Reemployment.** Plaintiff acknowledges that she has no intent to apply for re-employment with Ziba or employment with Nikrad, Jnik, 3J Land LLC, 3J Consulting, Inc., 3J Fund, LLC, and Nik Constructions. Plaintiff further acknowledges that Defendants or any related, successor, parent, or subsidiary companies has the right to refuse rehire or hire for non-discriminatory and non-retaliatory reasons and Plaintiff acknowledges that Defendants' position is that such legitimate non-discriminatory and non-retaliatory reasons exist.

15. **Liens and Attorneys' Fees/Indemnification.**

(a) Plaintiff acknowledges Plaintiff solely is responsible for any liens made in connection with any services performed on Plaintiff's behalf by any attorney, consultants, expert witnesses or healthcare providers. Each Party solely is responsible for any fees and costs she or it has incurred including, but not limited to, fees for attorneys, consultants and expert witnesses. Plaintiff acknowledges that none of the Released Parties are responsible for the payment of any fees incurred on behalf of Plaintiff in connection with the prosecution of the Action.

(b) Plaintiff acknowledges and agrees that Plaintiff will indemnify the Released Parties for any and all costs any of them incur as a result of any claims made by any attorneys, consultants, expert witnesses, healthcare providers or other third parties to recover monies from the amounts payable to Plaintiff under this Settlement Agreement.

16. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California provided, however, that parol evidence shall not be admissible to alter, vary or supplement the term of this Settlement Agreement.

(b) The Parties to this Agreement shall bear their own attorneys' fees and costs arising from the actions of their own counsel in connection with this Agreement, the matters and

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documents referred to herein, including the Action and all related matters, including in any action to enforce this Agreement, except that if there is a breach of this Agreement, the prevailing party in such dispute shall be entitled to reasonable attorneys' fees and costs in: (1) establishing, enforcing or maintaining the applicability or validity of this Agreement; (2) establishing the breach of this Agreement; (3) remedying the breach of this Agreement; (4) recovering damages for a breach of this Agreement; (5) successfully defending that there was no breach of the agreement; and/or (6) successfully collecting on any such court-ordered damages, including, without limitation, under Code of Civil Procedure sections 685.050 and 1033.5(a)(1) and (a)(10).

17. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by all Parties wherein specific reference is made to this Settlement Agreement.

18. **Miscellaneous.**

(a) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature. The Parties agree that they may use DocuSign, an electronic signature technology, to expedite the execution of this Agreement. Electronic signatures shall be deemed originals.

(b) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(c) If Plaintiff or Defendants fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

19. **Jurisdiction.** The interpretation of the provisions of this Agreement will be governed by the laws of California. Disputes, if any, shall be resolved by the Superior Court of the State of California County of Los Angeles.

20. **Neutral Interpretation of Agreement.** This Settlement Agreement was the result of negotiations between the Parties and their respective counsel and shall be construed as though jointly prepared by the Settlement Parties. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly and may not be interpreted for or against any one Party, but shall instead be construed as though jointly prepared by the Settlement Parties.

21. **Knowing & Voluntary.** Plaintiff acknowledges and agrees that she was afforded the opportunity to consult an attorney prior to executing the Settlement Agreement and enter the Settlement Agreement knowingly and voluntarily.

22. **Severability.** Should any provision of this Agreement be declared or determined

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by any court of competent jurisdiction to be illegal, invalid, or unenforceable, and said provision(s) cannot be modified to be enforceable, excluding the Settlement Sum set forth in Paragraph 3 and the mutual release language, the legality, validity, and enforceability of the remaining parts, terms or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provision shall be deemed not to be part of this Agreement, leaving the remainder of the Settlement Agreement in full force and effect.

23. **Entire Agreement.** This Settlement Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties hereto, with the exception of any agreement made or be made pertaining to the Class Action, which shall remain in full force and effect and not be affected in any manner by this Agreement. Plaintiff acknowledges that Plaintiff has not relied on any representations, promises or agreements of any kind made to Plaintiff in connection with Plaintiff's decision to accept this Settlement Agreement, except for those set forth in this Settlement Agreement.

24. **CCP §664.6:** This Agreement is made pursuant to California Code of Civil Procedure § 664.6 and it is intended that this Agreement constitutes an out-of-court written settlement agreement pursuant thereto. The Settlement Parties stipulate and agree that this Agreement be enforced pursuant to the provisions of California Code of Civil Procedure § 664.6 and each of the Settlement Parties are entitled to avail themselves of the procedures set forth therein. Further, the confidentiality provisions herein will not apply to any enforcement proceeding pursuant to CCP §664.6.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH IN SECTION 3(a) ABOVE, PLAINTIFF FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS SETTLEMENT AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS PLAINTIFF HAS OR MIGHT HAVE AGAINST THE RELEASED PARTIES AS OF THE DATE OF EXECUTION OF THIS SETTLEMENT AGREEMENT

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below.

The Settlement Parties

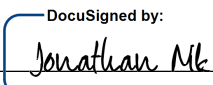
Executed on May 20, 2021


Krystal Estorga (May 20, 2021 15:23 PDT)

Krystal Estorga

Executed on 5/24/2021

Ziba Investments Corp.

By: 
71DE51450CD5474...

Its: VP

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Executed on 5/24/2021

Nikrad Enterprises, Inc.

By:

DocuSigned by:
Jonathan Mk
71DE51450CD5474...

Its:

VP

Executed on 5/24/2021

Jnik Inc.

By:

DocuSigned by:
Jonathan Mk
71DE51450CD5474...

Its:

VP