

## RELEASE AND SETTLEMENT AGREEMENT

Plaintiffs: Kirk Vergith and Bernandita Vergith (collectively “Plaintiffs”)

Defendants: Hidden Glen Apartments, Cottage Square Apartments, Magnolia Apartments, Investment Banker Real Estate, Dixon Plaza, and Waheed Haidari, individually (collectively “Defendants”)

Litigation: Kirk Vergith, et al. v. Hidden Glen Apartments, et al., initially filed on May 29, 2020, and pending in Superior Court of the State of California, County of Sacramento

The purpose of this Release and Settlement Agreement is to resolve and compromise disputes between the parties related to the above-referenced Litigation. In consideration of the Release and promises set forth in this Agreement, Plaintiffs and Defendants (collectively referred to herein as the “parties”) agree as follows:

1. Each Plaintiff, on Plaintiff’s own behalf and on behalf of each Plaintiff’s heirs, executors, attorneys, agents and assigns (collectively, the “Releasors”) hereby irrevocably, unconditionally and generally releases and discharges Defendants individually and collectively, including each of Defendants’ representatives, attorneys, employees, agents, members, owners, predecessors, successors, and assigns, and each of them (collectively, the “Releasees”) to the fullest extent permitted by law, from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, equity, arbitration or otherwise, which against the Defendants, or any of them, the Plaintiffs ever had, now has or hereafter can, shall or may have for, upon, or by reason of any matter, cause or thing whatsoever, whether known or unknown, and whether heretofore asserted or unasserted, accruing prior to the date of this Release, including, but not limited to any and all claims which Plaintiffs did assert or could have asserted from the same general set of events alleged in the above-identified Litigation.

2. Monetary Terms. In consideration of the execution of this Release and Settlement Agreement and the promises contained herein, Defendants agree to pay Plaintiffs the total gross settlement sum of \$83,750, as follows:

- a. If the Court approves resolution of this matter with no payment to the State of California for PAGA claims: One payment in the gross amount of \$83,750 made by valid check or similar negotiable instrument made payable to **“Arnold Law Firm Client Trust Account.”**
- b. If the Court approves resolution of this matter subject to payment of \$5,000 or less to the State of California for PAGA claims: Two payments shall be made. The first payment shall be to the California Labor and Workforce Development Agency in the amount ordered by the Court. The second shall be the balance of \$83,750 less the Court-ordered PAGA payment made by valid check or similar negotiable instrument made payable to **“Arnold Law Firm Client Trust Account.”**

- c. In the event the Court does not approve a PAGA payment to the State of California in the amount of \$5,000 or less, and instead requires a greater payment as a condition of approving the settlement, Plaintiffs shall have the right to void this agreement contingent on a good faith meet and confer process in writing prior to exercising such right.
3. Cooperation in Approval. The Parties agree that they shall, via counsel, reasonably cooperate in securing approval of this settlement agreement from the Court to the degree such approval is required due to PAGA claims in the operative complaint.

**Payment shall be delivered to Arnold Law Firm, Attn; Employment Group, 865 Howe Avenue, Sacramento CA 95825.**

4. No Admission of Liability. It is understood and agreed between all the parties hereto that this settlement is the compromise of disputed claims and that the consideration called for herein by the parties shall not be construed as an admission of liability on the part of any party.

5. Release Of All Known and Unknown Claims. Plaintiffs acknowledge that the covenants, terms and conditions, rights and obligations contained in and created by this Release and Settlement Agreement constitute consideration for the releases contained herein. Plaintiffs further acknowledge and represent that Plaintiffs have been advised by legal counsel of Plaintiffs' choice concerning the provisions of California Civil Code Section 1542 and hereby release and waive Plaintiffs' rights under said section for purposes of, and only for purposes of, the rights and obligations and releases created by this Release. Plaintiffs certify that Plaintiffs have read and understand the following provisions of California Civil Code Section 1542:

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.

Notwithstanding California Civil Code Section 1542, Plaintiffs agree to the release provided for in this agreement.

6. Mutual Non-Disparagement. Plaintiffs agree not to publicize any disparaging comments about Defendants in any public forum, including but not limited to social media, web sites, blogs, online posts, reviews, or to current or potential employees/employers, or colleagues of Defendants, and each of them. Defendants, and each of them, agree not to publicize any disparaging comments about Plaintiffs in any public forum, including but not limited to social media, web sites, blogs, online posts, reviews, or to current or potential employers/employees, or colleagues of Plaintiffs.

7. Neutral Reference. Defendants, and each of them, including their employees, partners, or agents, will provide only a neutral reference in response to any employment history or reference check regarding Plaintiffs, providing the dates of employment, and job duties/title of Plaintiffs' final position without adverse commentary.

8. Confidentiality. The parties to this Agreement agree to keep confidential the terms of this settlement agreement, including the amounts paid. However, the parties may disclose the terms

of this settlement agreement as required by law, to tax/financial professionals, and within privileged relationships provided that those receiving such information are informed of this confidentiality agreement and are instructed to remain bound by it. This clause does not preclude the parties from any disclosures made to obtain FLSA or PAGA approval from courts or administrative agencies.

9. Liquidated Damages and Attorney's Fees. The parties to this Agreement acknowledge that damages are difficult to ascertain as to breaches of clauses 6, 7, and 8, herein (Non-Disparagement, Neutral Reference, and Confidentiality), and so therefore agree to a liquidated damages term of \$1,000 per occurrence of breach of these clauses by any party to this agreement. It is agreed that this is not a penalty. In any litigation arising from breach of clauses 6, 7, and 8 herein, the prevailing party shall be entitled to liquidated damages, specific performance, appropriate corrective action for remediation of breach, and, in the court's discretion, attorney's fees and costs as may be equitable.

10. Covenant Not to Sue. Plaintiffs covenant that Plaintiffs will not bring any further litigation, suit, arbitration, or demand on matters released herein, and agrees that this Settlement Agreement shall be a defense to any such suit, arbitration, or demand.

11. Taxes. Plaintiffs acknowledge that Plaintiffs are responsible for all employee-side taxes associated with the payments provided for in this agreement. Defendants and Defendants' counsel have not provided any advice regarding the taxability of any payments required by this Agreement.

12. Fees and Costs. The parties agree to bear their own attorney's fees and all expenses and costs in connection with the claims released herein, and in preparation of this Release and Settlement Agreement.

13. Authority and Capacity. All persons signing this Release represent and warrant that said undersigned have the authority and capacity to enter into this Release and Settlement Agreement.

14. Entire Agreement. The parties expressly state and represent that they have consulted with their attorneys, and/or were provided the opportunity to consult with an attorney, concerning all portions of this Release And Settlement Agreement, that they are fully aware of the intent of this Release And Settlement Agreement, its legal effect and have not been influenced to any extent whatsoever by any representation or consideration other than as stated herein. This instrument contains the entire agreement between the parties, and the parties warrant that no promise, inducement, or agreement not expressly contained herein has been made.

15. No Assignment, Sale, or Transfer of Claim(s). Plaintiffs represent that there has been no assignment or sale or other transfer or disposition of any interest in any claim which is the subject matter of this Release And Settlement Agreement which Plaintiffs may heretofore have against any party, and agrees to indemnify and hold any party harmless and free from any liability, demand, damages, costs, expenses, and attorney's fees incurred as a result of the assertion by anyone of such an assignment, sale, or other transfer or disposition of any such claim.

16. Governing Law. The terms and conditions of this Release and Settlement Agreement shall be interpreted under the laws of the State of California.

17. Complete and Voluntary Agreement. Each of the undersigned acknowledges receipt of a copy of this Release and Settlement Agreement before signing it. It is understood that the

provisions of this Release and Settlement Agreement are contractual and are not merely recitals and that the undersigned parties, and each of them, have read the foregoing Release and Settlement Agreement, understand it, and sign the same as their voluntary act and deed.

18. Execution of Documents. Each party warrants and represents that they will execute all of the documents necessary to implement the intent and letter of the agreements and covenants set forth in this Release and Settlement Agreement and shall deliver all such documents to the appropriate parties.

19. Time. Time is of the essence in this Release and Settlement Agreement.

20. Severability. In the event that any provision of this Release and Settlement Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect in any respect whatsoever the validity of the remainder of this Release and Settlement Agreement.

21. C.C.P. Section 664.6. The parties agree that this Release and Settlement Agreement is enforceable pursuant to the provisions of California Code of Civil Procedure Section 664.6.

22. Counterparts. This Release and Settlement Agreement may be signed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of the undersigned parties. This Release and Settlement Agreement may be executed by electronic mail and/or facsimile signature, and such signature shall be treated as a fully enforceable signature upon receipt by the other party and/or their legal counsel.

23. Effective Date. This Release and Settlement Agreement shall become effective on the date of its execution. In witness whereof, the parties execute this five page (5) typed-written Release and Settlement Agreement on the date indicated immediately above his/her signature.

24. ADEA Age Discrimination Release Notices Required by Law:

PLAINTIFFS ARE HEREBY ADVISED THAT PLAINTIFFS HAVE UP TO TWENTY-ONE (21) CALENDAR DAYS TO REVIEW THIS RELEASE AND SETTLEMENT AGREEMENT AND TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTION OF THIS AGREEMENT.

PLAINTIFFS MAY REVOKE THE PORTION OF THIS AGREEMENT APPLICABLE TO ANY CLAIM UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OR OLDER WORKERS BENEFIT PROTECTION ACT FOR A PERIOD OF SEVEN (7) CALENDAR DAYS FOLLOWING THE DAY PLAINTIFFS SIGNS THIS AGREEMENT. ANY REVOCATION WITHIN THIS PERIOD MUST BE SUBMITTED, IN WRITING, TO DEFENDANT AND STATE, "I HEREBY REVOKE MY ACCEPTANCE OF THE AGREEMENT." THE REVOCATION MUST BE MAILED TO DEFENDANT'S COUNSEL AT GORDON REES SCULLY MANSUKHANI, LLP, ATTN: NATALIE B. FUJIKAWA, 3 PARKCENTER DRIVE, SUITE 200, SACRAMENTO, CALIFORNIA 95825, AND POSTMARKED WITHIN SEVEN (7) CALENDAR DAYS AFTER PLAINTIFFS SIGN THIS AGREEMENT. IF PLAINTIFFS MAKE SUCH A REVOCATION, THIS AGREEMENT IS VOIDABLE ON THE BASIS OF SUCH REVOCATION AT THE SOLE DISCRETION OF DEFENDANTS.

PLAINTIFFS AGREE THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL TWENTY-ONE (21) CALENDAR DAY CONSIDERATION PERIOD.

**HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE SUMS AND BENEFITS IN THIS AGREEMENT, PLAINTIFFS FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS AGREEMENT.**

DATED: 02 / 19 / 2025



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PLAINTIFF KIRK VERGITH

DATED: 02 / 19 / 2025



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PLAINTIFF BERNIE VERGITH

DATED:

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FOR ALL DEFENDANTS  
By Waheed Haidari

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|-------------------------|------------------------------------------------|
| Title                   | Settlement Agreement (Kirk and Bernie Vergith) |
| File name               | Final_Vergith_Settlement_Agreement_.pdf        |
| Document ID             | b876b4cc30c02d3ea03ee3fda11de137df9cbc13       |
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| Status                  | ● Signed                                       |

Document history

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|--------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| <br>SENT        | <b>02 / 18 / 2025</b><br>13:19:40 UTC-8 | Sent for signature to Bernie Vergith (bern601958@gmail.com) and Kirk Vergith (kvergi1961@gmail.com) from anna@justice4you.com<br>IP: 50.218.192.194 |
| <br>VIEWED      | <b>02 / 18 / 2025</b><br>18:13:07 UTC-8 | Viewed by Kirk Vergith (kvergi1961@gmail.com)<br>IP: 166.199.115.10                                                                                 |
| <br>VIEWED    | <b>02 / 18 / 2025</b><br>18:14:06 UTC-8 | Viewed by Bernie Vergith (bern601958@gmail.com)<br>IP: 76.84.144.9                                                                                  |
| <br>SIGNED    | <b>02 / 19 / 2025</b><br>15:23:37 UTC-8 | Signed by Kirk Vergith (kvergi1961@gmail.com)<br>IP: 166.199.115.10                                                                                 |
| <br>SIGNED    | <b>02 / 19 / 2025</b><br>15:25:08 UTC-8 | Signed by Bernie Vergith (bern601958@gmail.com)<br>IP: 76.84.144.9                                                                                  |
| <br>COMPLETED | <b>02 / 19 / 2025</b><br>15:25:08 UTC-8 | The document has been completed.                                                                                                                    |