

SETTLEMENT AND RELEASE AGREEMENT (PAGA)

This Confidential Settlement and Release Agreement (“Agreement”) is made and entered into between OSCAR BERNAL (“Plaintiff”), acting in a private attorney general capacity, and Defendant SHIEKH SHOES, LLC, a California limited liability company (“Defendant”). Plaintiff and Defendant are referred to collectively in this Agreement as “the Parties” or individually as a “Party.”

I. DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” means the matter titled *Oscar Bernal v. Shiekh Shoes, LLC*, San Diego County Superior Court Case No. 37-2020-00030550-CU-OE-CTL, and as set forth in Plaintiff’s correspondence to the California Labor and Workforce Development Agency (“LWDA Letter”) dated June 24, 2020.

2. “Aggrieved Employees” consist of all current and former non-exempt employees who worked at least one pay period for Defendant in California at any time during the PAGA Period. The number of Aggrieved Employees, including Plaintiff, is estimated to be 1,065 individuals.

3. “Defendant” means SHIEKH SHOES, LLC.

4. “Settlement Administrator” means CAC Services Group, LLC.

5. “Complaint” means the Complaint filed on November 17, 2020, described below.

6. “Court” means the Superior Court of California for the County of San Diego.

7. “Individual PAGA Payment” means the amount to be paid to each Aggrieved Employee based on the formula described herein.

8. “LWDA” means the California Labor and Workforce Development Agency.

9. “Gross Settlement Amount” is the non-reversionary sum of Five Hundred and Sixty Thousand Dollars and Zero Cents (\$560,000.00), which represents the total and only amount payable under this Settlement Agreement by Defendant, including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiff’s attorneys’ fees and costs, and payment to the Settlement Administrator for administration costs.

10. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts, if approved by the Court, are subtracted from the Gross Settlement Amount: (a) Plaintiff’s attorneys’ fees up to one third of the Gross Settlement Amount; (b) Plaintiff’s costs up to \$7,000; and (c) administration costs up to \$10,000.

11. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

12. “PAGA Period” means the time period from June 27, 2019 through the date of Court Approval.

13. “PAGA Released Claims” mean all claims under the PAGA which arose during the PAGA Period and (i) were asserted in Plaintiff’s Complaint or (ii) could have been asserted in the Action based upon the facts alleged in Plaintiff’s Complaint. The PAGA Released Claims include, but are not limited to, claims under the PAGA for civil penalties for alleged violations of Labor Code §§ 201-204, 226, 226.7, 256, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198; and claims for attorneys’ fees, costs, or interest resulting therefrom. The release of the PAGA Released Claims shall extend for the duration of the PAGA Period.

14. “Parties” means, collectively, Plaintiff and Defendant.

15. “Plaintiff’s Counsel” means Eric Yaeckel and Ryan Kuhn of Sullivan & Yaeckel Law Group, APC.

16. “Released Parties” means Defendant and its former, present and future owners, parents, and subsidiaries/divisions, and all of their current, former and future officers, directors, members, managers, partners, shareholders, joint venturers, successors, assigns, accountants, insurers, agents, employees, contractors, or legal representatives.

17. “Effective Date” means the date the PAGA Agreement is approved by the Court.

II. RECITALS

1. On June 24, 2020, Plaintiff provided written notice to the LWDA and Defendant asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of various Labor Code sections and his intent to file a civil lawsuit under the PAGA.

3. On August 31, 2020, Plaintiff filed an action titled *Oscar Bernal v. Shiekh Shoes, LLC*, San Diego County Superior Court Case No. 37-2020-00030550-CU-OE-CTL. In his Complaint, Plaintiff sued in a representative capacity only seeking civil penalties pursuant to PAGA. Plaintiff alleged the following causes of action: (i) meal and rest period violations, (ii) minimum wage violations, (iii) overtime violations, (iv) wage statement violations, (v) failure to reimburse, and (vi) failure to pay wages upon termination.

4. In response to Plaintiff’s Counsel’s formal discovery requests, Defendant provided Plaintiff’s Counsel with detailed information and documents pertaining to Plaintiff and other Aggrieved Employees (including timekeeping and payroll records) in order for Plaintiff’s Counsel to investigate Plaintiff’s allegations and value the claims prior to mediation.

5. On May 10, 2022, the Parties participated in a mediation before mediator Hon. Lisa Cole (Ret.). With the assistance of Ms. Cole subsequent to the May 10, 2022 Mediation, the Parties agreed to fully and finally resolve the PAGA Released Claims as to Plaintiff and Aggrieved Employees.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiff that his claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, Aggrieved Employees or any other person, and Defendant specifically disclaims any such liability or wrongdoing. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Defendant shall pay \$560,000.00 as the non-reversionary Gross Settlement Amount. Defendant will not pay more than the Gross Settlement Amount. Defendant shall deposit the Gross Settlement Amount into a Qualified Settlement Account and agrees to fund the settlement pursuant to the following schedule: (i) \$185,000.00 no later than August 31, 2022, or within five (5) business days after court approval of this Agreement, whichever is later, and (ii) 375,000 on January 31, 2023. The Settlement Administrator shall provide to Defendant complete wiring instructions, including without limitation, the name of the account, name of the bank, routing number and bank account number. Defendant shall be deemed to have fully met its payment obligations upon payment to the Settlement Administrator and shall assume no responsibility for the security or distribution of settlement funds following payment to the Settlement Administrator.

The Gross Settlement Amount shall be used to pay: (1) Amounts distributable to the LWDA and Aggrieved Employees; (2) Plaintiff's attorneys fees and costs; and (3) Settlement administration costs.

4. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. **Plaintiff's Attorneys' Fees and Costs.** Defendant will not oppose Plaintiff's request for attorneys' fees in the amount up to one third of the Gross Settlement Amount (currently estimated to be \$186,666.67) and costs of litigation not to exceed \$7,000.00 incurred in prosecuting this Action. In the event the Court approves less than these amounts, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for attorneys' fees and costs so long as he does not seek any additional amount that would result in a greater Gross Settlement Amount). Defendant, via the Settlement Administrator, will report these payments on IRS Form 1099 issued to Plaintiff's Counsel.

b. **Administration Costs.** Defendant will not oppose the Settlement Administrator's costs in the amount up to \$10,000.00 for administering the settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. Defendant, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to the Settlement Administrator. As defined above, all Settlement Administrator costs/fees will be deducted from the Gross Settlement Amount. If the Administrator's costs exceed

\$10,000.00 then they shall be taken out of the Gross Settlement Amount and Defendant shall not be responsible to contribute any other money.

5. **Allocation of Net Settlement Amount.** One hundred percent (100%) of the Net Settlement Amount shall be designated as “civil penalties” and shall be distributed 75% to the LWDA and 25% to Aggrieved Employees, pursuant to Lab. Code § 2699(i). The 25% portion to be paid to Aggrieved Employees shall be paid to all Aggrieved Employees pro rata based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period. The parties agree that should the Court deny approval of the Settlement based on the allocation of the Gross Settlement Amount or the Net Settlement Amount, the parties agree to re-negotiate the entire settlement in good faith in an effort to obtain approval of the Settlement with the agreement that Defendant shall not be required to pay any more than \$560,000.00 for the PAGA settlement inclusive of attorneys’ fees, costs, and administrative costs.

6. **PAGA Released Claims.** Plaintiff agrees that upon entry of an Order approving the Settlement, and upon the Settlement being fully funded, Plaintiff and all Aggrieved Employees will have fully and finally released the PAGA Released Claims against the Released Parties that arose during the PAGA Period. Plaintiff will file a request for dismissal with prejudice within seven (7) calendar days of the final payment of the Gross Settlement Amount by Defendant. Upon entry of the Order approving the settlement, Plaintiff and all Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties.

7. **Number of Affected Employees:** Defendant represents that there are approximately 1,065 Affected Employees as of May 10, 2022. If, as of the end date of the PAGA Period, the number of Affected Employees increases by more than five percent (5%), Defendant shall increase the PAGA Settlement Amount proportionally (i.e., for an increase of six percent (6%) in employees, Defendant shall add an extra 1% to the PAGA Settlement Amount; and, for a ten percent increase in employees, Defendant shall add an extra five percent (5%).) Alternatively, rather than increasing the settlement amount, the parties can agree that the PAGA Period will end as at the time of Court approval, or ninety days after execution of this Agreement, whichever is sooner. .

8. **Covenants and Representations by Plaintiff and Plaintiff’s Counsel.**

a. Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

b. Plaintiff acknowledges that he has read this Settlement Agreement, that he fully understands his rights, privileges and duties under the Settlement Agreement, and enters into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that he has had the opportunity to consult with his attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

9. **Covenants and Representations by Defendant and Defendant’s Counsel**

Ability to Fund Settlement. Defendant represents that its business is solvent, and

Defendant is able to pay the Settlement Amount within the time frame set forth herein. Specifically, Defendant has reviewed its financial status in contemplation of this Settlement Agreement and Defendant has determined it should be able to comply with the Settlement Installment Payment Plan.. Plaintiff acknowledges that Defendant does not know how fourth quarter sales for 2022 would be which could materially affect Defendant's financial condition. Defendant further affirms that it has not consulted or retained bankruptcy counsel as of the date of this Settlement to file bankruptcy for the second time.

10. **Confidentiality, Non-Involvement, & Non-Disparagement.**

a. Except as provided below to the extent necessary to effectuate the settlement or as required by court or legal process, Plaintiff and Plaintiff's Counsel will keep the facts relating to the existence of this Agreement, the negotiations leading to the execution of this Agreement, the terms of this Agreement, and the alleged factual basis for his claims, if any, confidential. Neither Plaintiff nor Plaintiff's Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or through any social media or otherwise publicize the settlement or communicate its terms in public or in private, unless ordered by the Court. However, for the limited purpose of establishing adequacy of counsel in future actions, Plaintiff's counsel may reference the Action only by name and case number in a declaration establishing adequacy as class or representative counsel.

b. Plaintiff agrees that he will not criticize, disparage, defame, or in any way comment negatively to anyone about Defendant, or knowingly do or say anything that could harm the interests or reputation of Defendant.

c. Plaintiff agrees, covenants, and represents that he shall not voluntarily aid, assist, cooperate with or encourage anyone in connection with the pursuit of any claim or dispute against Defendant or any of the Releasees, unless properly compelled by deposition or other legal process. Plaintiff further agrees not to voluntarily involve himself or participate in any action in which Defendant or any of the Releasees is a party without first obtaining the advance written permission of Defendant. Plaintiff further agrees, covenants, and represents that he shall provide advance written notice to Defendant in the event that he is subpoenaed to testify, or provide documents at deposition or at trial, relating to (i) any actual, possible, or perceived violation by Defendant or any other Releasee of any federal, state, local, or administrative law, rule, or regulation; (ii) the negotiations relating to and the terms of, this Agreement; and (iii) any acts or omissions by Defendant or any of the other Releasees occurring prior to the Effective Date of this Agreement. This Section is intended to preclude the voluntary aid or involvement as described above, and nothing in this Section is intended to interfere with any protected right to file charges, testify, assist, or participate in any manner in an EEOC investigation, hearing, or proceeding, and nothing in this Section is intended to influence the substance of any aid or involvement which is properly compelled by legal process.

d. Plaintiff agrees that in the event that he breaches any of the provisions of this Section III. 10, it would be impractical or extremely difficult to fix actual damages. Therefore, Plaintiff agrees that in the event of such a breach, he shall pay as liquidated damages, and not as penalty, the sum of FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00), per proven breach which represents reasonable compensation to Defendant for the loss incurred because of

such a breach. In any action to enforce this Section, Defendant shall be awarded reasonable attorneys' fees and costs.

11. To permit judicial review and approval of the Settlement, as required by Labor Code section 2698, *et seq.*, Plaintiff's Counsel will file the Settlement Agreement with the Court and submit the Settlement to the LWDA as part of the parties' seeking Court approval of the Settlement, per Labor Code § 2699(1)(2).

12. **Filing of Request for Approval of PAGA Settlement by Plaintiff's Counsel.** Plaintiff's Counsel shall be responsible for preparing an *ex parte* application, for approval of the PAGA Settlement, agrees to submit a draft to counsel for Defendant in advance of filing, and agrees to bring the *ex parte* application on a mutually agreeable date..

13. **Termination of Settlement Agreement.** If the Court does not approve the settlement, if the Court does not enter judgment as provided for in this Settlement Agreement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or if one or more of the material terms of the Settlement Agreement is not approved or is materially modified or reversed or found to be invalid, then the Parties shall attempt to informally reach a resolution and seek court approval again, if the parties are unable to informally reach an agreement to modify this agreement then the Parties shall return to Judge Lisa Cole to assist in reaching an agreement the court will approve, and if further mediation is unsuccessful then the Parties shall each have the right within 10 days of written notice thereof to elect to terminate the Settlement Agreement and the Parties' entire settlement, in which case the Settlement Agreement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement.

14. **Judgment.** As part of the *ex parte* application for approval of the Settlement, the Court shall retain jurisdiction over the Action under Cal. Code Civ. Proc. § 664.6 for the purpose of enforcing the terms of the Settlement Agreement, including all terms therein, following approval of the Settlement, and permanently enjoins and bars the prosecution of any of the PAGA Released Claims against any of the Released Parties upon the judgment being entered and the Settlement being fully funded. This Settlement Agreement is expressly conditioned upon the Court entering judgment as set forth herein or in a materially similar judgment. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiff and Aggrieved Employees.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Parties agree to engage CAC Services Group, LLC to handle the administration of this settlement. As defined above, costs for the services of CAC Services Group and any other administrative costs shall be paid from the Gross Settlement Amount, and that Defendant shall not be required to pay any additional costs or fees.

2. **Provision of Information for Aggrieved Employees.** Within seven (7) calendar days after notice of entry of an order approving the settlement, Defendant shall provide the Settlement Administrator with information for Aggrieved Employees. Defendant will in good faith compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name,

last known mailing address, number of Affected Pay Periods worked during the PAGA Period, and Social Security numbers to the extent available from Defendant's records. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement. Within 7 calendar days of receiving the Aggrieved Employees' information from Defendant, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the Individual PAGA Payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses. Within twenty-one (21) calendar days after the Settlement has been fully funded and after receiving approval from Plaintiff's Counsel and Defendant's counsel of the payment calculations as provided above, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties, in English and Spanish, along with Individual PAGA Payments to all Aggrieved Employees via regular First Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.5., *supra*. The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual PAGA Payment along with the explanatory letter. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties and reported using IRS Form 1099, with no withholdings taken.

4. **Undeliverable Notices.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other reputable search method using the name, address or Social Security number of the Aggrieved Employee involved, and will perform up to a single re-mailing if a new address is located.

Funds represented by checks returned as undeliverable after a re-mailing, checks for whom the Settlement Administrator could not locate an updated address after performing a skip trace, and funds represented by checks remaining un-cashed more than 180 days after issuance shall become void, and the funds associated with such voided checks, plus any accrued interest that has not otherwise been distributed (together, "Unused Funds"), shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of those Settlement Class Members who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no "unpaid cash residue," or "unclaimed or abandoned funds" under California Civil Procedure

Code§ 384, as amended effective June 27, 2018, as the entire Net Settlement Amount will be paid out, whether or not they all cash their payment checks.

5. **Distribution of Payments.** Within three (3) calendar days of the Settlement being fully funded, the Settlement Administrator shall issue payments to (1) Aggrieved Employees; (2) the LWDA; (3) Plaintiff's Counsel for Plaintiff's Counsel's Court-approved attorneys' fees and litigation costs and expenses; and (4) the Settlement Administrator for Court-approved Settlement administration costs incurred in connection with the Settlement. Payments made by Defendant pursuant to this Settlement shall be held by the Settlement Administrator in an interest-bearing account until they are disbursed, with any accrued interest inuring to the benefit of the Aggrieved Employees in the form of pro rata increases to Aggrieved Employees' Individual PAGA Payments.

6. **Accounting.** Within 45 days after all payments have been made under the Settlement, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the settlement.

7. **Tax Consequences.** Neither Plaintiff nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

V. MISCELLANEOUS PROVISIONS

1. **Drafting.** The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

2. **Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

3. **Costs and Fees.** The Parties shall each bear their own costs and attorneys' fees incurred in connection with this Settlement Agreement, the Action and Plaintiff's claims, except as otherwise set forth specifically herein.

4. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in San Diego, California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of San Diego.

5. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them with respect to the subject matter of this Settlement Agreement and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA claim in the Action.

6. **Nullification of Settlement Agreement.** In the event that: (i) the Court does not approve the settlement as materially provided herein; or (ii) the settlement does not become final for any other reason, then this Settlement Agreement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions before the Settlement was executed.

7. **Judgment and Continued Jurisdiction.** The Parties agree that the Court will have continuing jurisdiction under Cal. Code Civ. Proc. § 664.6 for purposes of addressing: (i) the interpretation and enforcement of the terms of the settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

8. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest, or by counsel for all Parties.

9. **Authorization to Enter into Settlement Agreement.** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this settlement, the Parties may seek the assistance of the mediator (Ms. Cole) or the Court to resolve such disagreement.

10. **Execution and Counterparts.** This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

11. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement.

12. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable.

13. **Severability.** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the

invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

14. **Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

15. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

16. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

17. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and this Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full.

18. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

19. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Dated: May ___, 2022

Oscar Bernal, Plaintiff

SHIEKH SHOES, LLC

Dated: May ___, 2022

By: _____

Its: _____

APPROVED AS TO FORM:

Dated: May ___, 2022

SULLIVAN & YAECKEL LAW GROUP, APC

By: _____

Ryan Kuhn

Attorneys for Plaintiff Oscar Bernal

Dated: May ___, 2022

COHN LAW GROUP, APC

By: _____

Marc Cohen, Esq.

Attorneys for Defendant SHIEKH SHOES, LLC