

SETTLEMENT AGREEMENT AND RELEASE

Subject to approval by the Superior Court of the State of California for the County of Contra Costa (the “Superior Court”), this Settlement Agreement and Release (“Agreement”) is made and entered into by and between Plaintiff Robert Enriquez (“Plaintiff”), on behalf of himself and as a representative aggrieved employee pursuant to Labor Code Private Attorneys General Act (Labor Code section 2698 *et seq.*), and Defendant MCE Corporation (“Defendant” or “MCE”) to settle the civil action entitled *Robert Enriquez v. MCE Corporation*, which has been designated case number C20-01774 (the “Lawsuit”), in the Contra Costa County Superior Court. Plaintiff and Defendant are collectively referred to herein as the “Parties,” and each may be individually referred to herein as a “Party.”

RECITALS

This Agreement is made in consideration of the following facts:

A. Plaintiff Robert Enriquez (“Plaintiff”) is a former hourly-paid non-exempt mow crewmember of Defendant who worked for Defendant from May 29, 2018, until or about April 19, 2019.

B. Plaintiff contends that he suffered one or more violations of the California Labor Code during his work at MCE and that he is therefore an “aggrieved employee” under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), California Labor Code section 2698 *et seq.*, pursuant to which an “aggrieved employee” may, after exhausting administrative remedies with the California Labor and Workforce Development Agency (the “LWDA”), act as an agent of the State of California to bring an action to recover civil penalties from his or her former employer on behalf of himself or herself and other current or former employees for violations of the California Labor Code.

C. Pursuant to PAGA, Plaintiff submitted a letter to the LWDA (the “PAGA Notice”), alleging that Defendant subjected Plaintiff and other current or former hourly-paid or non-exempt employees (whether hired directly or through staffing agencies or labor contractors) of Defendant within the State of California to certain violations of the California Labor Code, including sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, premised upon Defendant’s alleged failure to properly pay its hourly-paid or non-exempt employees for all hours worked, failure to properly provide or compensate minimum and overtime wages, failure to provide/authorize and permit meal and rest breaks (or pay premiums in lieu thereof), failure to issue and/or provide complete and accurate wage statements, failure to reimburse for all necessary business expenses and related costs, failure to timely pay all wages due during employment and upon termination, and failure to maintain accurate and complete payroll records, all of which are collectively referred to herein as the “PAGA Claims.”

D. On September 9, 2020, Plaintiff filed the Lawsuit seeking to recover civil penalties and attorneys’ fees based on the PAGA Claims.

E. Defendant denies all of the allegations in the Lawsuit and any contention that Defendant committed any misconduct, wrongdoing, or any other actionable conduct of any kind, including any violation of the California Labor Code.

F. The Parties have each independently analyzed and investigated the facts and law relevant to the Lawsuit through informal discovery, including, but not limited to, the employment policies, procedures, and practices implicated by the PAGA Claims; a sampling of timekeeping records, payroll records, and wage statements relating to Plaintiff and the other hourly-paid employees on whose behalf Plaintiff brought the PAGA Claims asserted in the Lawsuit; and summaries of data pertaining to the number of employees allegedly affected by the PAGA Claims.

G. After evaluating the strengths and weaknesses of their respective positions; considering the time, expense, and risk associated with litigating the Lawsuit to judgment; and engaging in arm's-length settlement negotiations at a mediation session with mediator Jeffrey Krivis, Esq., an experienced and well-respected mediator, the Parties desire, and have agreed, to fully and finally settle any and all claims in the Lawsuit up to and through the Settlement Period (as defined herein).

NOW, THEREFORE, in consideration of the promises and agreements contained herein, the Parties agree to, and, pursuant to Labor Code section 2699(1)(2), seek approval of, the following settlement terms.

SETTLEMENT TERMS

1. **Superior Court Approval of the Agreement.** In accordance with California Labor Code section 2699(1)(2), the Parties will present this Agreement to the Superior Court for its review and approval. Plaintiff's Counsel shall prepare a stipulation for approval of this Agreement.

2. **Delivery of Agreement to the LWDA.** As required by California Labor Code section 2699(1)(2), Plaintiff will cause this Agreement to be submitted to the LWDA at the same time that this Agreement is submitted to the Superior Court for approval.

3. **Effective Date.** This Agreement shall become fully effective the later of either: (i) the date the Court approves the Settlement; or, (ii) if the LWDA files an objection, the date there is a final resolution of the objection or appeal.

4. **No Admission of Liability.** The Parties acknowledge and agree that this Agreement is a compromise and settlement of disputed claims in the Lawsuit and that this Agreement is made and entered into without any admission of liability or wrongdoing of any kind whatsoever by Defendant, who expressly denies and disclaims any liability or wrongdoing whatsoever. Accordingly, neither the execution of this Agreement, its creation, the payment of any sum or consideration hereunder, nor the performance of any obligation required by this Agreement is, or shall be construed as, an admission of wrongdoing or liability on the part of Defendant. Additionally, neither the execution of this Agreement, its creation, the payment of any sum or consideration hereunder, nor the performance of any obligation required by this Agreement is, or shall be construed as, an admission of the truth or accuracy of any allegation made by Plaintiff or Plaintiff's counsel in the Lawsuit.

5. **Persons and Entities Covered by this Agreement.**

(a) **The Settlement Period.** This Agreement shall cover the period from June 19, 2019 through the date of Court approval of the settlement or February 1, 2022, inclusive, whichever is earlier (the “Settlement Period”).

(b) **The Settlement Group.** This Agreement shall cover all current and former hourly-paid employees of Defendant who worked for Defendant at any time from June 19, 2019, through the date of Court approval of the settlement or February 1, 2022, inclusive, whichever is earlier. Such employees shall be collectively referred to herein as the “Settlement Group.” Each employee within the Settlement Group may be individually referred to herein as a “Settlement Group Member.”

6. **Settlement Administration.**

(a) The Parties will retain Simpluris, Inc. (“Simpluris”), or another third-party settlement administrator mutually selected by the Parties and with whom no Party has a financial interest or other relationship that could create a conflict of interest, to act as the “Settlement Administrator” with respect to this Agreement.

(b) The Settlement Administrator shall be responsible for establishing a qualified settlement fund pursuant to 26 U.S.C. § 486B, making all payments required by this Agreement, handling all required state and federal tax withholding and reporting related thereto to the extent necessary, and issuing all appropriate tax forms to Plaintiff, Plaintiff’s Counsel, the Settlement Group, and the LWDA resulting from the settlement payments under this agreement.

(c) Any disputes concerning administration of the Agreement may be submitted to Jeffrey Krivis, Esq., the mediator who facilitated the negotiation of this Agreement. If the Parties cannot resolve their dispute with the mediator’s assistance, the dispute may be submitted to and resolved by the Superior Court.

7. **Settlement Payments.**

(a) **Gross Settlement Amount.** In consideration of, and subject to, the promises, terms, and conditions set forth in this Agreement—including the releases set forth in Section 9 of this Agreement—Defendant shall pay the maximum gross sum of Five Hundred Thousand Dollars (\$500,000.00) (the “Gross Settlement Amount”), in the manner and method set forth in this Agreement, to fully, finally, and completely settle the Lawsuit and the PAGA Claims alleged therein on behalf of the Settlement Group, including any and all associated claims for civil penalties, attorneys’ fees, and litigation costs and expenses. Nothing in this Agreement shall require Defendant to pay, or make Defendant liable for, more than the Gross Settlement Amount to fully, finally, and completely settle the Lawsuit and all claims alleged therein.

(b) **Allocation of Gross Settlement Amount.** The Gross Settlement Amount shall consist of the following categories of payments: an award of attorneys’ fees to Plaintiff’s counsel in the Lawsuit, an award of litigation costs and expenses to Plaintiff’s counsel, the payment of settlement administration costs to the Settlement Administrator, the payment of civil penalties

to the LWDA and the Settlement Group, and the proposed enhancement payment to Plaintiff in the amount of \$10,000.00 for his General Release of any and all claims. Subject to approval by the Superior Court, these amounts shall be paid and allocated as set forth below in Sections 7(b)(i) through 7(b)(v) of this Agreement.

(i) **Attorneys' Fees Award.**

(A) Plaintiff's attorneys in the Lawsuit – Douglas Han, Shunt Tatavos-Gharajeh, and Arsiné Grigoryan of Justice Law Corporation ("Plaintiff's Counsel") – may submit a combined application to the Superior Court for an award of attorneys' fees in an amount not to exceed the gross sum of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) (35% of the Gross Settlement Amount) (the "Attorneys' Fees Award"). Defendant will not oppose or object to this application.

(B) Any Attorneys' Fees Award approved by the Superior Court will be paid by Defendant out of the Gross Settlement Amount and shall constitute a full and complete satisfaction of all claims Plaintiff may have for attorneys' fees arising out of the Lawsuit through the Effective Date of this Agreement, including work not yet performed.

(C) This Agreement is not contingent upon the Superior Court approving an Attorneys' Fees Award in an amount equal to the maximum amount authorized by Section 7(b)(i)(A) of this Agreement. This Agreement shall remain fully effective and enforceable notwithstanding any decision by the Superior Court to approve an Attorneys' Fees Award that is less than the amount authorized by Section 7(b)(i)(A) of this Agreement or the amount requested by Plaintiff's Counsel.

(D) In the event that any portion of the Attorneys' Fees Award authorized by Section 7(b)(i)(A) of this Agreement is not approved by the Superior Court, only the approved amount shall be paid, and the payment of that amount shall constitute satisfaction of Defendant's obligations with respect to the Attorneys' Fees Award. Additionally, any difference between the Attorneys' Fees Award authorized by Section 7(b)(i)(A) and the Attorneys' Fees Award approved by the Superior Court will become part of the Net Settlement Fund.

(ii) **Litigation Costs Award.**

(A) Plaintiff's Counsel may submit an application to the Superior Court for an award for reimbursement of litigation costs and expenses incurred by Plaintiff's counsel in connection with the Lawsuit that is currently estimated not to exceed the combined gross sum of Twenty Thousand Dollars (\$20,000.00) (the "Litigation Costs Award"). Defendant will not oppose or object to this application.

(B) Any Litigation Costs Award approved by the Superior Court will be paid by Defendant out of the Gross Settlement Amount and shall constitute a full and complete satisfaction of all claims Plaintiff may have for litigation costs and expenses arising out of the Lawsuit through the Effective Date of this Agreement, including litigation costs and expenses not yet incurred.

(C) This Agreement is not contingent upon the Superior Court approving a Litigation Costs Award in an amount equal to the maximum amount authorized by Section 7(b)(ii)(A) of this Agreement. This Agreement shall remain fully effective and enforceable notwithstanding any decision by the Superior Court to approve a Litigation Costs Award that is less than the amount authorized by Section 7(b)(ii)(A) of this Agreement or the amount requested by Plaintiff's Counsel.

(D) In the event that any portion of the Litigation Costs Award authorized by Section 7(b)(ii)(A) of this Agreement is not approved by the Superior Court, only the approved amount shall be paid, and the payment of that amount shall constitute satisfaction of Defendant's obligations with respect to the Litigation Costs Award. Additionally, any difference between the Litigation Costs Award authorized by Section 7(b)(ii)(A) and the Litigation Costs Award approved by the Superior Court will become part of the Net Settlement Amount.

(iii) **Settlement Administration Costs.**

(A) Subject to approval by the Superior Court, an amount currently estimated at Three Thousand Five Hundred Dollars (\$3,500.00) but not to exceed Five Thousand Dollars (\$5,000.00) will be paid to the Settlement Administrator out of the Gross Settlement Amount to cover the costs of the settlement administration process ("Administration Costs"). If the actual costs of the settlement administration process are less than the amount approved by the Superior Court, the balance will become part of the Net Settlement Amount.

(B) Any Administration Costs approved by the Superior Court will be paid out of the Gross Settlement Amount and shall constitute a full and complete satisfaction any settlement administration costs.

(C) This Agreement is not contingent upon the Superior Court approving Administration Costs in an amount equal to the maximum amount authorized by Section 7(b)(iii)(A) of this Agreement. This Agreement shall remain fully effective and enforceable notwithstanding any decision by the Superior Court to approve Administration Costs in an amount that is less than the amount authorized by Section 7(b)(iii)(A) of this Agreement.

(D) In the event that any portion of the Administration Costs authorized by Section 7(b)(iii)(A) of this Agreement is not approved by the Superior Court, no more than the approved amount shall be paid to the Settlement Administrator out of the Gross Settlement Amount. Additionally, the difference between the Administration Costs authorized by Section 7(b)(iii)(A) and the Administration Costs approved by the Superior Court will become part of the Net Settlement Amount.

(iv) **PAGA Penalties Award.** The portion of the Gross Settlement Amount remaining after the Attorneys' Fees Award, Litigation Costs Award, Administration Costs, and Enhancement Payment are paid shall be designated the "PAGA Penalties Fund," from which payments deemed to constitute a full and complete satisfaction of any and all claims in the Lawsuit for civil penalties under PAGA shall be made. Based on the terms of the Agreement, the PAGA Penalties Fund is estimated to be Two Hundred Ninety Thousand Dollars (\$290,000.00). (This number may change if the Attorneys' Fees Award, Litigation Costs Award, and/or the

Administration Costs are awarded in amounts other than those set forth above.) Subject to approval by the Superior Court, the PAGA Penalties Fund shall be allocated and paid as follows:

(A) **The LWDA Payment.** The gross sum of Two Hundred Seventeen Thousand Five Hundred Dollars (\$217,500.00), which represents seventy-five percent (75%) of the PAGA Penalties Fund, will be paid to the LWDA for enforcement of California's labor laws, including the administration of PAGA, and for education of employers and employees about their rights and responsibilities under the California Labor Code.

(B) **Individual Settlement Awards.** The gross sum of Seventy-Two Thousand Five Hundred Dollars (\$72,500.00), which represents twenty-five percent (25%) of the PAGA Penalties Fund, shall be designated as the "Net Settlement Amount" and will be paid to the Settlement Group on a pro rata basis. Each Settlement Group Member will receive a pro-rated share of the Net Settlement Amount based on the total number of pay periods he or she worked as an hourly-paid employee of Defendant during the Settlement Period. The maximum amount that each Settlement Group Member is entitled to receive ("Individual Settlement Award") is determined by multiplying the Net Settlement Amount by a ratio that is determined by dividing a Settlement Group Member's total pay periods worked in California during the Settlement Period by the total number of pay periods worked during the Settlement Period by all Settlement Group Members employed by Defendant as expressed in the following formula:

(1) Settlement Group Member Payment = Net Settlement Amount multiplied by the Settlement Group Member's total number of pay periods worked, divided by the total number of pay periods worked by all Settlement Group Members.

(2) The Parties intend that the Net Settlement Amount shall be sufficient to pay all valid claims of Settlement Group Members in accordance with the formula set forth above. Accordingly, if for any reason the total value of payments to Settlement Group Members exceeds this amount, then payments to each Settlement Group Member will be adjusted on a pro-rata basis so that the total payout to Settlement Group Members does not exceed the Net Settlement Amount.

(v) **Plaintiff's Enhancement Payment.**

(A) Plaintiff may submit an application to the Superior Court for an award of an enhancement payment in an amount not to exceed Ten Thousand Dollars (\$10,000.00) for Plaintiff's time and effort, for the risk he undertook in bringing and prosecuting the Lawsuit, and in exchange for Plaintiff's General Release of claims ("Enhancement Payment"). Defendant shall not oppose any requests by Plaintiff for the Enhancement Payment, which will be paid out of the Gross Settlement Amount.

(B) This Agreement is not contingent upon the Superior Court approving the Enhancement Payment in an amount equal to the maximum amount authorized by Section 7(b)(v)(A). This Agreement shall remain fully effective and enforceable notwithstanding any decision by the Superior Court to approve the enhancement award in an amount less than that authorized by Section 7(b)(v)(A).

(C) In the event that any portion of the Enhancement Payment authorized by Section 7(b)(v)(A) is not approved by the Superior Court, no more than the approved amount shall be paid to Plaintiff from the Gross Settlement Amount. Additionally, any difference between the Enhancement Payment authorized by Section 7(b)(v)(A) and the Enhancement Payment approved by the Superior Court will become part of the Net Settlement Amount.

(c) **No Additional Contribution by Defendant.** Defendant shall not be called upon or required to contribute additional monies other than those stated above in Section 7(a) of this Agreement.

(d) **No Effect on Employee Benefits.** The payments made to Settlement Group Members pursuant to this Agreement shall not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Group Members may be eligible, including, but not limited to, any profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, or other benefit plans available to the Settlement Group. It is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Settlement Group Members may be entitled under any benefit plans.

(e) **Taxability of Settlement Payments.**

(i) **Payments to Plaintiff's Counsel.** The Attorneys' Fees Award and Litigation Costs Award shall be treated as IRS Form 1099 income. Accordingly, the Settlement Administrator shall issue an IRS Form 1099 to Justice Law Corporation in connection with their Attorneys' Fees Award and Litigation Costs Award.

(ii) **Payments to the LWDA.** The seventy-five percent (75%) of the PAGA Penalties Fund payable to the LWDA under Section 7(b)(iv)(A) of this Agreement shall be deemed to consist entirely of civil penalties recovered under PAGA and subject to treatment as IRS Form 1099 income.

(iii) **Payments to the Settlement Group.** Individual Settlement Awards shall be deemed to consist entirely of civil penalties recovered under PAGA and subject to treatment as IRS Form 1099 income. Accordingly, an IRS Form 1099 will be issued to each Settlement Group Member in connection with his or her Individual Settlement Award if it is \$600.00 or more.

(f) **Tax Indemnification.** Plaintiff, Plaintiff's Counsel, the Settlement Group, and applicable governmental authorities (including the LWDA) are solely responsible for all tax obligations, including all reporting and payment obligations, attributable to them that may arise as a consequence of this Agreement and the payment of the amounts set forth above in Section 7(b). Neither Defendant nor Defendant's attorneys make any express or implied promise, representation, or warranty regarding the tax consequences or tax treatment under federal or state tax laws for any sum paid pursuant to this Agreement.

8. **Distribution of Settlement Payments.**

(a) **Funding of Settlement by Defendant.**

(i) Within twenty (20) business days after the Effective Date of this Agreement, Defendant shall deposit with the Settlement Administrator the entire Five Hundred Thousand Dollars (\$500,000.00) of the Gross Settlement Amount.

(b) **Timing of Payment by Settlement Administrator.** Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue the payments required by Section 7 of this Agreement to the appropriate entities or persons.

(c) **Payment of Individual Settlement Awards.**

(i) Individual Settlement Awards will be paid in the form of a check delivered to each Settlement Group Member at the last known address on file with Defendant or as updated by the Settlement Administrator. Each Individual Settlement Award will be accompanied by an explanatory letter substantially in the form attached hereto as **Exhibit A**.

(ii) Individual Settlement Award checks will remain negotiable for one hundred twenty (120) days after the date of their issuance (the "Check Stale Date"). Any Individual Settlement Award checks that are not cashed, deposited, or negotiated after the Check Stale Date will be void and the amount of those checks will be directed to the California State Controller for the deposit in the Unclaimed Property Fund in the name of the employee.

(iii) Any checks to the Settlement Group that are returned as undeliverable on or before the Check Stale Date 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 reasonable method and will then perform a single remailing. Any Settlement Group Member who cannot be located after the above procedures are followed will continue to be bound by this Agreement, but the funds associated with his or her Individual Settlement Award will be directed to the California State Controller for the deposit in the Unclaimed Property Fund in the name of the employee.

9. **Releases.**

(a) **Release of PAGA Claims.** Upon the Effective Date, this settlement forever bars Plaintiff, the LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any and all allegedly aggrieved employees, from pursuing any action against Defendant; each and all of Defendant's past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, managing members, divisions, affiliates, affiliated entities, related entities, and assigns; the past, present, and future shareholders, owners, officers, directors, board members, employees, agents, trustees, attorneys or legal representatives, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, partners, and members of the foregoing; and/or any other entity or individual which could be liable for the acts or omissions of Defendant

(collectively, the “Released Parties”) under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698, *et seq.*, based on or arising out of alleged violations of Labor Code sections alleged in the Lawsuit through the end of the Settlement Period (“Released Claims”).

(b) **General Release by Plaintiff.** Upon the Effective Date, and in exchange for the Enhancement Payment awarded by the court in an amount not to exceed \$10,000.00, Plaintiff, on his own behalf and on behalf of his heirs, agents, representatives, attorneys, executors, administrators, successors, and assigns, and to the greatest extent permitted by law, fully, finally, and forever releases and discharges the Released Parties (including Defendant), and all persons acting under, by, through, or in concert with the Released Parties, from any and all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, in contract, or for violation of any state or federal statute, law, rule, or regulation arising out of, relating to, or in connection with any act or omission by, or on the part of, any of the Released Parties committed or omitted prior to the execution this Agreement and relating to Plaintiff’s employment with, or resignation from employment with, any of the Released Parties, including, but not limited to, any claims or causes of action that were asserted, or which could be asserted, in the PAGA Notice or the Lawsuit (collectively, the “General Release”).

(c) **Plaintiff’s Release of Unknown Claims.** For the purpose of implementing a full and complete release of claims, Plaintiff expressly acknowledges and agrees that the General Release is intended to, and does, include any and all claims that Plaintiff did not know or suspect to exist at the time of Plaintiff’s execution of this Agreement, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would have materially affected the settlement of this matter or the terms of this Agreement. Accordingly, upon the Effective Date, Plaintiff expressly, knowingly, and voluntarily waives any and all rights and benefits conferred by California Civil Code section 1542, which 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.

As a result, the General Release shall be effective as a bar to each and every claim that Plaintiff may have against Defendant and/or the Released Parties, whether or not they are currently known or unknown, suspected or unsuspected, accrued or unaccrued upon any theory of law or equity now existing or coming into existence in the future and without regard to any subsequent discovery or existence of different or additional facts by Plaintiff.

10. **Dismissal.** Upon Court approval of the Settlement Agreement and Release and payment of all sums required by this Agreement, Plaintiff shall file a request for dismissal of the

Action in its entirety as to Defendant with prejudice. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction to enforce the terms of this Agreement.

11. **Acknowledgement of Fair and Reasonable Settlement.** The Parties have arrived at this Agreement after arm's-length negotiations between experienced counsel and facilitated by a full-day mediation with Jeff Krivis, Esq., an experienced and well-respected mediator. Each of the Parties acknowledge, agree, and believe that this Agreement is a fair, adequate, and reasonable settlement of the Lawsuit. 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 Agreement. Each Party to this Agreement agrees and represents that it has investigated the facts relevant to this Agreement, and all matters pertaining thereto, to the full extent that each Party deems necessary.

12. **Authority to Enter into Agreement.** Each Party represents and warrants that it has the right and authority to execute this Agreement.

13. **Ownership of Claims.** The Parties represent that they have not transferred or assigned, or purported to transfer or assign, to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

14. **Authorization of Counsel.** Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement.

15. **Confidentiality.** The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount, or terms of the Agreement. Further, Defendant, Defendant's Counsel, Plaintiff, and Plaintiff's Counsel agree to limit public comment on this settlement, the case, and the claims to stating that the matter has been resolved to the satisfaction of the Parties. Neither side will initiate public comment. In addition, Plaintiff's Counsel agree not to engage in any advertising or marketing (including, but not limited to, any postings on any websites maintained by Plaintiff's Counsel) specifying any material terms relating to the Lawsuit or this Agreement.

16. **Duty to Cooperate.** Each Party agrees that it will abide by this Agreement, and that the Parties and their counsel will cooperate with each other to effect the implementation of this Agreement. The Parties pledge their good faith and fair dealing in supporting the approval of this Agreement by the Court, including, but not limited to, fully documenting the settlement, completing or filing any other documents or pleadings, arguing that the terms and conditions agreed upon should be enforced fully, commencing any required action (either in court or in arbitration), jointly appealing and/or otherwise exhausting judicial review of any adverse ruling, etc. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of Jeff Krivis, the

mediator who facilitated the negotiation of this Agreement. If the Parties cannot resolve their dispute with the assistance of the mediator, the Parties may seek the assistance of the Superior Court to resolve their disagreement.

17. **Nullification of Agreement.** In the event that the Superior Court does not approve the Agreement or the Agreement does not become final for any other reason, this Agreement and any documents generated to bring it into effect will be null and void and the Parties will be returned to their original respective positions as though this Agreement had never been entered into at all, with the exception that if any settlement administration costs are due and payable, the Parties agree to split those costs.

18. **Defendant's Option to Revoke.** Should the settlement, or any terms therein, be modified, vacated, altered, or become otherwise subject to challenge by law, including, but not limited to, any law that became effective after the execution of this Agreement, so that this Agreement is not approved by the Court in its entirety and therefore the intent of the Parties cannot be accomplished after jointly taken efforts to enforce it have been exhausted, Defendant shall have the option to revoke this Agreement at its sole discretion.

19. **Severability.** Should any clause or provision of this Agreement be declared illegal or unenforceable, it shall be modified as minimally as necessary to be enforceable. If the provision cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

20. **Governing Law and Interpretation.** This Agreement shall be governed in accordance with the laws of the State of California. The Agreement shall be interpreted in accordance with the plain meaning of its terms and shall not be strictly interpreted for or against any of the Parties to this Agreement. Given that all Parties hereto had the opportunity to draft, review, and edit the language of this Agreement, the Parties expressly waive the benefit of any legal principle or rule providing that in cases of uncertainty the language of a contract should be interpreted against the Party who caused the uncertainty to exist.

21. **Continuing Jurisdiction of the Superior Court.** Pursuant to California Code of Civil Procedure section 664.6, the Superior Court shall retain continuing jurisdiction over the Lawsuit and the Parties to the fullest extent necessary to enforce and effectuate the terms and intent of this Agreement.

22. **Admissibility of Agreement.** The Parties agree that this Agreement is admissible for the purposes of proving up and or enforcing the terms of the Agreement, as set forth herein, pursuant to California Evidence Code section 1123.

23. **Amendment and Modification.** This Agreement may not be modified, altered or changed, except by a written instrument signed by either the Parties or their successors-in-interest or counsel for all Parties.

24. **Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the Parties hereto and their respective agents, employees, representatives,

officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

25. **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.

26. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures sent by facsimile transmission or scanned e-mail transmission have the same force, validity, and effect as original signatures.

27. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties, and supersedes any prior agreements, contracts, or understandings between the Parties as to the subject matter hereof.

* * *

IN WITNESS WHEREOF, the Parties – Plaintiff Robert Enriquez and Defendant MCE Corporation, and their counsel – knowingly and voluntarily accept the terms of the this Settlement Agreement and Release by affixing their signatures below.

Dated: 01/24/2022

PLAINTIFF ROBERT ENRIQUEZ

By: 

Robert Enriquez

Dated: 1/24/2022

DEFENDANT MCE CORPORATION

By: 

Jeff Core

Dated: 1/24/22

JUSTICE LAW CORPORATION

By: 

Douglas Han
Shunt Tatavos-Gharajeh
Arsiné Grigoryan

Attorneys for Plaintiff ROBERT ENRIQUEZ

Dated: January 27, 2022

GORDON REES SCULLY MANSUKHANI, LLP

By: 

Sara A. Moore
Ryan J. Greenspan
Attorneys for Defendant MCE CORPORATION

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is mking@justicelawcorp.com

On February 24, 2022, I served the foregoing document described as

SETTLEMENT AGREEMENT AND RELEASE

for the following case: **Enriquez v. MCE Corporation**
LWDA/Court Case No.: **LWDA Case No.: CM-794059-20**
Court Case No.: MSC20-01774
Contra Costa County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 24, 2022, at Pasadena, California.



Madeline King