

AEGIS LAW FIRM, PC
KASHIF HAQUE, State Bar No. 218672
SAMUEL A. WONG, State Bar No. 217104
JESSICA L. CAMPBELL, State Bar No. 280626
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: jcampbell@aegislawfirm.com

Attorneys for Plaintiffs Edgar Quezada Gonzalez and Maria Salcedo,
individually and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

EDGAR QUEZADA GONZALEZ,
individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

TITAN SENQUEST MANAGEMENT,
INC.; and DOES 1-100, inclusive,

Defendants.

CASE NO: 20STCV32707

*Assigned for all purposes to
Hon. Elihu M Berle
Department: 6*

**SUPPLEMENTAL DECLARATION OF
JESSICA L. CAMPBELL IN SUPPORT OF
MOTION FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
REPRESENTATIVE ACTION SETTLEMENT**

Date: October 20, 2022
Time: 9:00 a.m.
Dept.: 6

1 I, Jessica Campbell, declare as follows:

2 1. I am an attorney licensed to practice law in the State of California. I am a partner with
3 Aegis Law Firm, PC (“Aegis”) and the attorney of record for Plaintiffs Edgar Quezada Gonzalez
4 and Maria Salcedo (“Plaintiff”). The following facts are within my personal knowledge and if called
5 as a witness, I could and would competently testify thereto.

6 2. I submit this Supplemental Declaration in support of Plaintiffs’ Motion for Approval
7 of Private Attorneys General Act Representative Action Settlement in response to the Court’s concerns
8 expressed at the September 9, 2022 hearing.

9 3. Attached hereto as **Exhibit 7** is a true and correct copy of the redlined Private
10 Attorneys General Act Settlement Agreement, showing each change made by the Parties in response
11 to the Court’s concerns.

12 4. Attached hereto as **Exhibit 8** is a true and correct copy of the fully-executed settlement
13 agreement between the Parties, entitled the Private Attorneys General Act Settlement Agreement
14 (“PAGA Settlement”). **Exhibit A** attached thereto is the notice to be mailed to the aggrieved
15 employees.

16 5. Attached hereto as **Exhibit 9** is a true and correct copy of the confirmation email we
17 received after submitting the revised PAGA Settlement to the LWDA.

18 6. Regarding the California Civil Code Section 1542 release, the Parties revised the
19 settlement to remove paragraph IV(2), which contained the reference to Section 1542.

20 7. Regarding the Individual Settlement Agreements for the two plaintiffs, the Parties
21 originally combined the settlement payments into one lump sum in the PAGA Settlement to ensure all
22 payments were disclosed to the Court. The Parties have revised the PAGA Settlement to remove the
23 amounts of the Individual Settlements, making the new Gross Settlement Amount \$112,500. (See
24 PAGA Settlement ¶ III(2), III(2)(b); III(3), III(4), VI(3).)

25 8. Attached hereto as **Exhibits 10 and 11** are true and correct copies of the Individual
26 Settlements Agreements, for the Court’s review.

27 9. The Court expressed concern that there were no individual claims alleged in the
28 operative complaint, however, Mr. Gonzalez’s individual settlement reflects his unique claims for

misclassification as an exempt employee, a claim which is alleged in the operative Second Amended Complaint, but turned out to be unique to Mr. Gonzalez. (See Second Amended Complaint, ¶ 10.) Moreover, since it is common for a Defendant to require a full release from representative plaintiffs in a class or PAGA case, the Parties here negotiated separate individual settlements after negotiating the PAGA Settlement. Ms. Salcedo's meager individual settlement compensates her for individual wage and hour claims and her contribution as a second named plaintiff, who did not have the potentially unique defenses that Mr. Gonzalez could be subject to, given his misclassification claim. While the operative complaint seeks only PAGA penalties and does not seek unpaid wages due to the arbitration agreements, the operative complaint does allege violations which would entitle employees to unpaid wages and statutory penalties. (See Second Amended Complaint, ¶ 4.) Both Plaintiffs are releasing claims for these unpaid wages and statutory penalties in their individual settlements, which the PAGA aggrieved employees are not releasing. Again, Mr. Gonzalez's individual settlement is larger than Ms. Salcedo's because he is also releasing potential misclassification claims which carry larger overtime damages and because he was deposed in the PAGA case, which required more effort on his part.

10. Furthermore, the attorneys' fees in the PAGA Settlement have been reduced to 1/3 of the new Gross Settlement Amount. (See PAGA Settlement ¶ III(7).) Regarding the Court's concerns with the attorneys' fees, the time Plaintiff's counsel spent working on the PAGA case far exceeds any minimal time spent negotiating the individual settlements after agreeing to the PAGA Settlement. Indeed, Plaintiff's counsel deposed Defendant's person most knowledgeable only regarding the PAGA claims, conducted formal discovery only regarding the PAGA claims, and prepared extensively for mediation regarding the PAGA claims. Plaintiff's counsel's submitted a lodestar report of \$106,465.00 for 217.7 hours of work. Only the entry on 6/21/2022 for \$1,935 in fees represents a small amount of time spent on the individual agreements, and even subtracting this amount would result in a lodestar of \$104,530, which still far exceeds the fee request in the PAGA Settlement for \$37,500.

11. Attached hereto as **Exhibit 12** is a true and correct copy of the confirmation email we received after serving this Supplemental Declaration on the LWDA.

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

3
4 Executed on October 4, 2022, in Irvine, California.

5
6 
7 _____
8 Jessica L. Campbell
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 7

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT
AGREEMENT AND LIMITED RELEASE

This Private Attorneys General Act Settlement Agreement and Release (“Agreement”) is made by and between Edgar Quezada Gonzalez and Maria Salcedo (“Plaintiffs”), on behalf of themselves, on behalf of the PAGA Employees (as defined below), and as proxys/agents for the California Labor Workforce Development Agency (“LWDA”), and Defendant Titan SenQuest Management, Inc. (“Defendant”), to resolve the Action and Released Claims, subject to the terms and conditions hereof and the approval of the Court. Plaintiffs and Defendant are collectively referred to herein as the “Parties” and each may be individually referred to as a “Party.”

I. REPRESENTATIONS AND DEFINITIONS

1. “Action” means and refers to the civil action filed in the Superior Court of the State of California for the County of Los Angeles, entitled *Edgar Quezada Gonzalez v. Titan SenQuest Management, Inc.*, Case No. 20STCV32707, filed on August 25, 2020.

2. “Agreement” or “Settlement” means the arm’s-length settlement agreement reached between the Parties as set forth in this Private Attorneys General Act Settlement Agreement and Release, and the terms, conditions and requirements set forth herein, including any attached exhibits.

3. “Counsel for Defendant” means and refers to Diane Crumpacker and Sonya D. Goodwin of SAUER & WAGNER LLP.

4. “Court” means and refers to the Superior Court of California for the County of Los Angeles. Court shall also mean any other Court that acquires proper jurisdiction of this Action.

5. “Defendant” means and refers to Titan SenQuest Management, Inc.

6. “Effective Date” means and refers to the date by which all of the following have occurred: (1) the Court has signed and entered the Approval Order and Judgment (as defined below), and (2) the Defendant has fully funded the Settlement.

7. “LWDA” means and refers to the California Labor and Workforce Development Agency.

8. “Operative Complaint” means and refers to: the Second Amended Complaint, filed on February 22, 2022, in the Action.

9. “PAGA” means and refers to the Private Attorneys General Act of 2004, codified at California Labor Code § 2698, *et seq.*

10. “PAGA Employees” or singularly “PAGA Employee” means and refers to Plaintiffs and all current and former non-exempt employees who worked for Defendant within the State of California during the PAGA Period.

11. “PAGA Period” means the time period from August 24, 2019 through May 31, 2022.

12. “Parties” means and refers to, collectively, Plaintiffs and Defendant, and “Party” means and refers to Parties individually.

13. “Pay Periods” means and refers to the total number of pay periods that each PAGA Employee worked as a non-exempt employee for Defendant during the PAGA Period.

14. “Plaintiffs” means and refers to Edgar Quezada Gonzalez and Maria Salcedo.

15. “Plaintiffs’ Counsel” means and refers to Kashif Haque, Samuel Wong, Jessica L. Campbell ~~of, and Chelsea D. Hollins~~ AEGIS LAW FIRM, PC.

16. “Released Claims” means and refers to claims for civil penalties under the PAGA, California Labor Code § 2698, *et seq.*, that are based upon or arise from the factual allegations in the operative Complaint in the Action and/or Plaintiffs’ PAGA notice to the California Labor and Workforce Development Agency, arising during the PAGA Period, including, for the failure to properly pay all minimum wages, overtime wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, provide accurate itemized wage statements, and timely pay all wages during employment and upon separation of employment, and for violation of and/or based on California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and all claims for attorneys’ fees and costs in connection therewith.

17. “Released Parties” means and refers to Defendant, its past, present, or future affiliates, related entities, parents, subsidiaries, owners, members, partners, officers, directors, board members, managers, supervisors, employees, agents, co-employers, predecessors, successors, assigns, agents, shareholders, investors, insurers, and legal representatives.

18. “Settlement Administrator” means and refers to Phoenix Settlement Administrators.

II. NATURE OF ACTION

1. On August 24, 2020, Plaintiff Gonzalez sent a letter to the LWDA and Defendant giving notice of his intent to pursue a representative action pursuant to the PAGA, on behalf of himself and the State of California, as well as on behalf of a proposed group of aggrieved employees. The letter is referred to as “Notice to the LWDA.”

2. On August 25, 2020, Plaintiff Gonzalez filed his Complaint as a class action lawsuit, alleging that, Defendant failed to: pay minimum wages, properly pay overtime wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, provide accurate itemized wage statements, timely pay all wages during employment and upon separation of employment as applied to non-exempt employees employed by Defendant in California. On December 1, 2020, Plaintiff filed the First Amended Complaint to add a cause of action under PAGA.

3. On or around December 4, 2020, Plaintiff Gonzalez dismissed his individual and class claims against Defendant after it produced an arbitration agreement containing a class action waiver purportedly signed by Plaintiff.

4. On February 2, 2021, the Parties attended mediation with Warren Jackson, Esq. The matter did not settle.

5. On February 12, 2021, Plaintiff Gonzalez sent an amended letter to the LWDA describing additional facts and theories in support of his allegations.

6. Thereafter, the Parties propounded formal discovery and engaged in significant investigation and exchange of data and documents. On August 25, 2021, Defendant took Plaintiff Gonzalez’s deposition. On December 9, 2021, Plaintiff took the deposition of Defendant’s Person Most Qualified.

7. On January 27, 2022, Plaintiff Gonzalez sent an amended letter to the LWDA adding Maria Salcedo as an additional claimant.

8. Thereafter, the Parties resumed informal settlement negotiations and reached the Settlement described herein.

9. This Settlement relates solely to the PAGA claims on behalf of Plaintiffs and the State of California with respect to Plaintiffs and all PAGA Employees. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, denies liability

for the Released Claims, and further denies that the Action is appropriate for representative treatment for any purpose other than settling this Action. Defendant contends, among other things, that it has complied at all times with the California Labor Code and the related Industrial Welfare Commission Wage Orders, all other state and federal wage laws, and further contends that all of its respective employees were and are paid properly and that the Action is without merit. Defendant has denied and continues to deny each and every material factual allegation and all alleged claims asserted against it in the Action.

10. The Parties recognize that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits of litigation. The Parties have taken into account the risk and uncertainty of the outcome inherent in any litigation.

11. Based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the settlement for the consideration and on the terms set forth in this Agreement is fair, reasonable, adequate, and is in the best interests of Plaintiffs, PAGA Employees, the State of California, and Defendant in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Further, Plaintiffs' Counsel believes that the settlement amount entered into is in the best interests of the PAGA Employees and the State of California, and fair, reasonable, and adequate given the inherent risk of litigation.

III. TERMS OF SETTLEMENT

1. In consideration of the mutual covenants, promises and representations set forth in this Agreement, Plaintiffs, on behalf of themselves, the State of California, and all PAGA Employees, and Defendant agrees to settle and compromise the Action and the Released Claims.

2. The Gross Settlement Amount. As consideration for the settlement described herein and the release provided herein, Defendant agrees to pay the all inclusive total amount of One Hundred Twenty-Five Thousand Dollars and zero cents (~~\$125,112,000~~500.00) ("Gross Settlement Amount"). Defendant shall fund the Gross Settlement Amount as set forth herein. The Gross Settlement Amount will include payments as follows, which Plaintiffs will seek approval of from the Court, in conformity with this Agreement:

- a. Payment to the Settlement Administrator in the amount of up to Three Thousand Dollars and zero cents (\$3,000.00) (“Settlement Administration Costs”);

~~b. Payment of Plaintiffs’ Individual Settlements.~~

~~e.b.~~ Payment of Attorneys’ Fees and Costs to Plaintiffs’ Counsel, as set forth herein; and

~~d.c.~~ The PAGA Penalties to be paid to the LWDA and PAGA Employees, as set forth herein.

~~3. Plaintiffs’ Individual Settlements. Plaintiffs and Defendant will enter into a separate settlement of Plaintiffs’ individual claims in the amounts of \$2,500 for Plaintiff Salcedo and \$10,000 for Plaintiff Gonzalez. The individual settlement will be contingent upon approval of the PAGA Settlement.~~

4.3. Pro Rata Increase. If it is determined that the number of Aggrieved Employees exceeds 200 by more than 10%, there will be a *pro rata* adjustment to the Gross Settlement Amount per additional PAGA Employee over the 10% increase.

5.4. Allocation and Calculation of the PAGA Penalties. The amount available for distribution to the LWDA and PAGA Employees (“PAGA Penalties”) is the Gross Settlement Amount less the Court-approved Attorneys’ Fees and Costs to Plaintiff’s Counsel, ~~Plaintiffs’ Individual Settlements~~, and the Settlement Administration Costs to the Settlement Administrator. Seventy Five Percent (75%) of the PAGA Penalties will be paid to the LWDA (“LWDA Payment”), and Twenty Five Percent (25%) of the PAGA Penalties will be paid to the PAGA Employees (“Employee Amount”), as required by California Labor Code § 2699(i).

6.5. Allocation and Calculation of the Individual Settlement Payments. Each PAGA Employee will receive a *pro rata* portion of the Employee Amount, determined based on the pay periods that he or she worked for Defendant in the State of California during the PAGA Period, to be calculated as follows: the Employee Amount will be divided by the total number of Pay Periods of all PAGA Employees to yield the “Per Pay Period Amount,” and then each PAGA Employee’s individual number of Pay Periods will be multiplied by the Per Pay Period Amount to yield his or her “Individual Settlement Payment.” Individual Settlement Payments shall be paid to PAGA Employees by way of a single check to each PAGA Employee (“Individual Settlement Check”).

7.6. Tax Treatment of Individual Settlement Payments to PAGA Employees. The Parties agree that Individual Settlement Payments sent to PAGA Employees will be characterized One Hundred Percent (100%) as penalties and Form 1099s will be issued. Nothing in this Agreement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiffs and PAGA Employees shall be deemed to acknowledge that they have not obtained any tax advice from Defendant, Counsel for Defendant, or Plaintiffs' Counsel, and that neither Defendant, Counsel for Defendant, nor Plaintiffs' Counsel have made any representation concerning the tax consequences, if any, of any payments made pursuant to this Agreement. To the extent that this Agreement or its attachment(s) are interpreted to contain or constitute advice regarding any U.S. or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Defendant's share of payroll taxes, if any, will be paid by Defendant separate from and in addition to the NSA.

8.7. Plaintiffs' Counsel's Attorneys' Fees and Costs. As part of the request for approval of this Settlement, Plaintiff will request that the Court award the following to Plaintiff's Counsel: up to one-third (1/3) of the Gross Settlement Amount, or Forty-One Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven cents (~~\$4137,666.67~~500.00), for attorneys' fees and of up to Twenty Thousand Dollars and zero cents (\$20,000.00) for reimbursement of actual costs and expenses of litigating the Action (together, "Attorneys' Fees and Costs"). The Attorneys' Fees and Costs shall be paid from the Gross Settlement Amount, subject to approval by the Court. Should Plaintiffs' Counsel request a lesser amount for attorneys' fees and costs and/or the Court approve a lesser amount, the difference shall be a part of the PAGA Penalties to be distributed to the LWDA and PAGA Employees as described above. Payment of Attorneys' Fees and Costs will be reflected in a Form 1099 to Plaintiffs' Counsel who shall assume full responsibility and liability for the payment of taxes due on such payments.

9.8. No Effect on Employee Benefits. The payments made to Plaintiffs and other PAGA Employees pursuant to this Agreement are not intended to count as earnings by Plaintiffs or the PAGA Employees, and will not entitle Plaintiffs or the PAGA Employees to any additional compensation and/or benefits under any retirement, benefit, bonus, incentive, pension, welfare, and/or any other plan of or sponsored by Defendant. Defendant shall not make as part of this Agreement, nor be required to make, any deductions, nor pay any monthly contributions for any insurance, retirement, bonuses, 403(b), or profit sharing plans related to monies paid as a result of this Agreement. The Individual Settlement Payments paid to PAGA Employees shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g. bonuses, vacation, holiday pay, retirement plans, etc.) of PAGA Employees. The Parties agree that any

Individual Settlement Payments paid to PAGA Employees under the terms of this Agreement do not represent any modification of PAGA Employees' previously credited hours of service or other eligibility criteria under an employee benefit plan sponsored by Defendant. Further, any Individual Settlement Payments are penalties and thus shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, and employee benefit plan or bonus plan sponsored by Defendant.

IV. RELEASE OF CLAIMS

1. Release by Plaintiffs, PAGA Employees and LWDA. Upon the Effective Date, Plaintiffs and each PAGA Employee, shall fully release and forever discharge Released Parties from the Released Claims during the period from August 24, 2019, through May 31, 2022, and the State of California shall fully release and forever discharge Released Parties from the Released Claims as they pertain to Plaintiffs and PAGA Employees from August 24, 2019 through May 31, 2022.

~~2. The PAGA Employees waive any rights provided by California Civil Code Section 1542 as to the Released Claims only, 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.~~

3.2. It is understood and agreed that this Agreement neither releases the Released Parties from liability, if any, to PAGA Employees for violations of any predicate statutes other than PAGA, nor effects a waiver of claims by PAGA Employees against the Released Parties for the same.

V. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

1. Settlement Approval by Court. The Parties recognize that Court approval is required in the event of any settlement of a PAGA action, in accordance with California Labor Code § 2699(l)(2), and that a judgment with respect to the PAGA action is binding with respect to non-party aggrieved employees upon Court approval, pursuant to California Labor Code § 2699(l) and *Arias v. Superior Ct.* (2009) 46 Cal.4th 969. Parties further recognize that a settlement of a PAGA action is not subject to class action procedural rules, and that PAGA Employees do not

have the right to opt-out of or otherwise exclude themselves from the Settlement, or object to the Settlement, and upon approval of the Settlement by the Court and funding of the Settlement, all PAGA Employees will have released the Released Parties of and for the Released Claims and PAGA Employees will be entitled to receive payment, in conformity with the Settlement. In order to comply with the requirements of California Labor Code § 2699, promptly upon execution of this Agreement, Plaintiffs' Counsel shall prepare, file and serve a motion requesting that the Court approve the Settlement, including and not limited to the PAGA Penalties, Attorneys' Fees and Costs, and Settlement Administration Costs, and apply to the Court for the entry of an order approving the Settlement and all of the requested payments and entering judgment ("Approval Order and Judgment"). The motion shall advocate that the penalties are fair, adequate, and reasonable, which will draw no opposition from Defendant or Defense Counsel. Before Plaintiffs apply to the Court for approval of the Settlement, Plaintiffs' Counsel shall submit the Agreement to the LWDA in conformity with California Labor Code § 2699(l)(2).

2. With Plaintiffs' motion for approval of Settlement, Plaintiffs shall submit a proposed Approval Order and Judgment which shall seek approval of this Settlement and the terms herein. Upon entry of the Approval Order and Judgment by the Court, Plaintiffs' Counsel shall submit the Approval Order and Judgment to the LWDA in conformity with California Labor Code § 2699(l)(2).

VI. ADMINISTRATION OF THE SETTLEMENT

1. PAGA Employee List. Defendant shall compile a list containing the following information regarding each of the PAGA Employees: (1) full name; (2) last known mailing address; (4) Social Security number; and (5) the total number of pay periods worked during the PAGA Period ("PAGA Employee List"). The PAGA Employee List will be provided to the Settlement Administrator within ten (10) calendar days after the Court has signed and entered the Approval Order and Judgment. This information shall be treated as and remain confidential and shall be used solely to manage the notice and payment process described herein, shall not be disclosed to anyone other than the Settlement Administrator, except to applicable taxing authorities, or pursuant to express written authorization of Defendant, the individual in question, or by order of the Court.

2. Funding of Settlement. Defendant shall fund the Gross Settlement Amount by way of electronic transfer to the account to be established by the Settlement Administrator for purposes of administration of the Settlement ("Settlement Administration Account") by November 30, 2022.

3. Payments to LWDA, Plaintiffs' Counsel, Plaintiffs, and Settlement Administrator. Within fifteen (15) calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator shall pay the Court-approved LWDA Payment to the LWDA, Attorneys' Fees and Costs to Plaintiffs' Counsel, ~~Plaintiffs' Individual Settlement Payments,~~ and Settlement Administration Costs to itself.

4. Employee Notices and Payments to PAGA Employees. Within fifteen (15) calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator shall mail via U.S. First Class mail to each PAGA Employee his or her Individual Settlement Check at the last known address in the PAGA Employee List or a more updated address from the National Change of Address Database. A notice letter explaining why the check is being sent ("Employee Notice"), in a mutually-agreed upon form that has been approved by the Court, in substantially the form that is attached hereto as "Exhibit A," will be included in the mailing of each PAGA Employee's Individual Settlement Check. Together, an Individual Settlement Check that is mailed to a PAGA Employee with the Employee Notice is referred to as a "Payment Packet." Prior to mailing the Payment Packets, the Settlement Administrator shall check the addresses provided using the National Change of Address database. Should any of the Employee Notices be returned as undeliverable, the Settlement Administrator will have ten (10) calendar days after it receives the returned undeliverable mail to search for a more current address for the PAGA Employee (via a skip trace or other reasonable method) and to re-mail Employee Notices to the traced address.

5. Within twenty (20) calendar days of distributing the Gross Settlement Fund, the Settlement Administrator shall provide to Plaintiffs' and Defendant's Counsel written confirmation verifying that it effected disbursement of the Gross Settlement Fund pursuant to the terms of this Agreement.

6. Expiration of Settlement Checks. All Individual Settlement Checks will expire one hundred and eighty (180) calendar days after the initial mailing of the original Payment Packets to the PAGA Employees, and thereafter, shall be cancelled. If any funds remain in the Settlement Administration Account as a result of cancelled Individual Settlement Checks, such funds shall be transmitted to the State Controller's Office Unclaimed Property Fund in the name of each PAGA Employee whose check is voided. All duties set forth herein shall be included in the Settlement Administration Costs and paid from the Gross Settlement Amount.

7. Disputes Relating to Settlement Administration. Any disputes concerning administration of the Settlement which cannot be resolved by the Parties shall be submitted to and resolved by the Court.

8. Settlement Administrator's Tax Reporting. The Settlement Administrator shall be responsible for providing the requisite Form 1099's as required by this Agreement, and the completion of any other steps necessary for compliance with any tax obligations of the Settlement under federal, state, and/or local law, as applicable.

9. As soon as practicable after execution of this Agreement, Plaintiffs' Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the approval of this Settlement from the Court. Irrespective of whether a PAGA Employee's Individual Settlement Check has been cashed, he or she will be deemed to be bound to this Settlement, the release provided herein, and the Court's Approval Order and Judgment.

VII. ADDITIONAL TERMS.

1. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

2. No Admission. Nothing contained herein, nor is the consummation of this Settlement, to be construed or deemed an admission with respect to liability, culpability, negligence, or wrongdoing on the part of Defendant, Released Parties, Plaintiffs, Plaintiffs' Counsel, PAGA Employees, or the LWDA. Each of the Parties hereto has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. Defendant denies that it has engaged in any unlawful activity, that it has failed to comply with the law in any respect, that it has any liability to anyone under the claims asserted in the Action. The Parties agree that this Agreement does not constitute an admission by Defendant or any of the Released Parties of any of the matters alleged in the Action or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Plaintiffs, Defendant or any of the Released Parties.

3. Nullification. If the Court should fail to approve the Settlement as agreed upon by the Parties, the Parties shall coordinate efforts to address the Court's questions or concerns and work jointly to make reasonable efforts to remedy the Settlement in order to obtain the Court's approval. If the Parties cannot resolve the issues identified by the Court in denying approval, the

Parties shall be restored to their litigation positions and all funds returned to Defendant. If, after the Parties make a second attempt to obtain approval of the material terms of the Settlement, unless the Parties specifically agree to continue with their coordinated efforts to obtain Court approval, the Court fails to approve the material terms of the settlement in the form agreed to by the Parties (except for the amount of Attorneys' Fees and Costs requested by Plaintiffs' Counsel), or if the Court's approval of this Agreement is reversed, modified, or declared or rendered void, then: (a) this Agreement shall be considered null and void; (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidation of any material portion of this Agreement, except for the amount of the Attorneys' Fees and Costs, shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. Material terms of this Agreement include: the definition of PAGA Employees; the definition of Effective Date; the definition of PAGA Period; the definition of Released Claims; the definition of Released Parties; the definition of Gross Settlement Funds; the requirement for entry of an order by the Court approving this Agreement and entering PAGA Judgment as contemplated in this Agreement. The following terms are not material to this Agreement: the allocation of the fees and costs to Plaintiff's counsel; the amount of the Settlement Administrative fee. However, if the Court requires changes to the material terms, the Parties will meet and confer in good faith and attempt to comply with the Court's requirements.

4. Attorneys' Fees, Costs And Expenses. Except as specifically set forth herein, each Party shall bear its/his/her own attorneys' fees, costs and expenses, taxable or otherwise, incurred by him/her/it/them arising out of the Action, and shall not seek reimbursement thereof from any other party to this Agreement, unless otherwise specifically stated.

5. Enforcement And Continuing Jurisdiction Of The Court. The Parties agree that upon approval by the Court, this Agreement shall be enforceable by the Court, and the Court shall retain exclusive and continuing equity jurisdiction pursuant to California Code of Civil Procedure § 664.6 of this action over all Parties and PAGA Employees to interpret and enforce the terms, conditions, and obligations set forth in this Agreement.

6. Severability. The Parties agree that if any immaterial provision of this Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions, and the remaining provisions shall be deemed enforceable.

7. Construction. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties and that this Agreement constitutes the entire agreement between Plaintiffs and Defendant regarding the settlement of the Released Claims and that this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding the resolution of the Released Claims.

8. Interpretation. Given that all Parties hereto had the opportunity to draft, review, and edit the language of this Agreement, no presumption for or against any Party arising out of drafting all or any part of this Agreement may be applied in any action relating to, connected to, or involving this Agreement. Accordingly, the Parties hereby 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

9. Breach by Parties. In addition to any other rights the Parties have or may have under this Agreement, in the event of a breach by either party of any of the terms of this Agreement, the non-breaching Party shall be entitled, if it shall so elect, to institute legal proceedings to obtain damages for any such breach, or to enforce the specific performance of this Agreement by either party and to enjoin the other party from any further violation of this Agreement and to exercise such remedies cumulatively or in conjunction with all other rights and remedies provided by law. The Parties acknowledge, however, that the remedies at law for any breach by either party may be inadequate and that the non-breaching party shall be entitled to injunctive relief against the breaching party in the event of any breach. If the non-breaching party prevails in a proceeding for damages or injunctive relief, the breach party agrees that the non-breaching party, in addition to other relief, shall be entitled to reasonable attorney fees, costs, and the expenses of litigation incurred by the non-breaching party in securing the relief granted by the Court.

10. Non-Evidentiary Use. Neither the existence of this Agreement, the terms of this Agreement, the negotiation and execution of this Agreement, all acts performed or documents executed pursuant to or in furtherance of this Agreement, nor the settlement of the Action shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiffs, the LWDA, Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, culpability, fault, wrongdoing, omission, concession, or damage, or of the truth of any of the factual allegations in the Operative Complaint in the Action; (b) disclosed, referred to, or offered in evidence against Plaintiffs, the LWDA, or any of the Released Parties in any further proceeding in the Action, or any other civil, criminal, or administrative action or proceeding in any court, administrative agency or other tribunal except for the purposes of

effectuating the Settlement pursuant to this Agreement or for Defendant to attempt to establish that a PAGA Employee has resolved or been compensated for any claims made by that employee; and (c) deemed to be, nor used as, an admission or evidence of the appropriateness of these or similar claims for representative treatment, class certification or administration other than for purposes of administering this Settlement. Nothing herein shall constitute an admission by Defendant that the Action was properly brought as a representative action other than for settlement purposes.

11. Choice Of Law. The rights and obligations of the Parties under this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. California law shall govern the interpretation of this Agreement even if a choice of law analysis under state or federal law would dictate that another forum's law be applied.

12. Cooperation. Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

13. Captions And Headings. Paragraph titles, captions, or headings contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

14. Modification. This Agreement may not be changed, altered, waived, or modified, except in writing and signed by counsel for the Parties hereto, and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

15. Binding. This Agreement is binding upon, and shall 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.

16. No Publication. The Parties will, and will cause all their respective current or past counsel to: (i) maintain in confidence and not publish or otherwise disclose to any third party the terms of this Agreement or any related information, except as necessary to obtain Court approval as contemplated by this Agreement; (ii) not publish the fact and/or terms of this Agreement or any related information on their website(s), for advertising purposes and/or in publication materials generally available to the public. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement will be admissible and subject to disclosure in any proceeding to enforce

its terms. Plaintiffs' counsel may disclose publicly-available information about the case in declarations establishing their adequacy as counsel in other cases.

17. Electronic Signatures and Counterparts. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. The counterparts may be executed and/or transmitted electronically or by facsimile.

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Private Attorneys General Act Settlement Agreement and Release as of the date set forth below.

PLAINTIFF EDGAR QUEZADA GONZALEZ

DATED: _____

PLAINTIFF MARIA SALCEDO

DATED: _____

**DEFENDANT TITAN SENQUEST
MANAGEMENT, INC.**

DATED: _____

By:
On behalf of TITAN SENQUEST MANAGEMENT
INC.

APPROVED AS TO FORM AND CONTENT:

DATED: July 13, 2022

AEGIS LAW FIRM, PC

By: _____
Jessica L. Campbell
~~Chelsea D. Hollins~~
Attorneys for Plaintiff

DATED: _____

SAUER & WAGNER LLP

By: _____
Sonya Goodwin
Attorneys for Defendant

Exhibit A
Employee Notice

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Address>>
<<City>> <<State>> <<Zip>>

Re: Individual Settlement Payment from *Edgar Quezada Gonzalez v. Titan SenQuest Management, Inc, et al.*
Los Angeles County Superior Court, Case No. 20STCV32707

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<**amount of payment**>> (“Individual Settlement Check”). This check is your payment from the settlement of a lawsuit entitled *Edgar Quezada Gonzalez v. Titan SenQuest Management, Inc.* Case No. 20STCV32707 (“Action”), pending in the Superior Court of California for the County of Los Angeles (“Court”).

The lawsuit was filed by Edgar Quezada Gonzalez and Maria Salcedo (“Plaintiffs”), former employees of Titan SenQuest Management, Inc. (“Defendant”), on behalf of the State of California with respect to themselves and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the California Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). Plaintiffs alleged that Defendant violated the California Labor Code and Industrial Welfare Commission Wage Orders by failing to properly pay all wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, provide accurate itemized wage statements, and timely pay all wages during employment and upon separation of employment. Defendant denies these allegations and denies any wrongdoing of any kind associated with these allegations.

A settlement was reached between Plaintiffs and Defendant, on behalf of Plaintiffs, the State of California, and the following aggrieved employees: all current and former non-exempt employees who worked for Defendant within the State of California between August 24, 2019 through May 31, 2022 (“PAGA Employees”).

On <<Approval Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California and a portion to be paid to the PAGA Employees. You are receiving a portion of the settlement (the enclosed Individual Settlement Check) because you have been identified as a PAGA Employee. Your Individual Settlement Check is based on the total number of pay periods that you worked as a PAGA Employee during the period between August 24, 2019 through May 31, 2022 (“PAGA Period”). The Individual Settlement Check is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

By way of the settlement, you are deemed to fully release and forever discharge the Released Parties from the Released Claims. The “Released Parties” means Defendant, its past, present, or future affiliates, related entities, parents, subsidiaries, owners, members, partners, officers, directors, board members, managers, supervisors, employees, agents, co-employers, predecessors, successors, assigns, agents, shareholders, investors, insurers, and legal representatives. The “Released Claims” means and refers to claims for civil penalties under the PAGA, California Labor Code § 2698, *et seq.*, that are based upon or arise from the factual allegations in the operative Complaint in the Action and/or Plaintiffs’ PAGA notices to the California Labor and Workforce Development Agency, arising during the PAGA Period, including, for the failure to properly pay all minimum wages, overtime wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, provide accurate itemized wage statements, and timely pay all wages during employment and upon separation of employment, and for violation of and/or based on California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, and all claims for attorneys’ fees and costs in connection therewith.

Your Individual Settlement Check is valid for 180 calendar days from the date of issuance, and if you do not cash, deposit, or otherwise negotiate the check within the 180-day timeframe, your Individual Settlement Check will be cancelled and the funds will be transmitted to the State Controller’s Office Unclaimed Property Fund in the name of the PAGA Employee whose check is voided.

Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement. If you have any questions concerning the settlement, you may contact the Settlement Administrator at <<INSERT CONTACT INFORMATION>>.

EXHIBIT 8

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT
AGREEMENT AND LIMITED RELEASE

This Private Attorneys General Act Settlement Agreement and Release (“Agreement”) is made by and between Edgar Quezada Gonzalez and Maria Salcedo (“Plaintiffs”), on behalf of themselves, on behalf of the PAGA Employees (as defined below), and as proxys/agents for the California Labor Workforce Development Agency (“LWDA”), and Defendant Titan SenQuest Management, Inc. (“Defendant”), to resolve the Action and Released Claims, subject to the terms and conditions hereof and the approval of the Court. Plaintiffs and Defendant are collectively referred to herein as the “Parties” and each may be individually referred to as a “Party.”

I. REPRESENTATIONS AND DEFINITIONS

1. “Action” means and refers to the civil action filed in the Superior Court of the State of California for the County of Los Angeles, entitled *Edgar Quezada Gonzalez v. Titan SenQuest Management, Inc.*, Case No. 20STCV32707, filed on August 25, 2020.

2. “Agreement” or “Settlement” means the arm’s-length settlement agreement reached between the Parties as set forth in this Private Attorneys General Act Settlement Agreement and Release, and the terms, conditions and requirements set forth herein, including any attached exhibits.

3. “Counsel for Defendant” means and refers to Diane Crumpacker and Sonya D. Goodwin of SAUER & WAGNER LLP.

4. “Court” means and refers to the Superior Court of California for the County of Los Angeles. Court shall also mean any other Court that acquires proper jurisdiction of this Action.

5. “Defendant” means and refers to Titan SenQuest Management, Inc.

6. “Effective Date” means and refers to the date by which all of the following have occurred: (1) the Court has signed and entered the Approval Order and Judgment (as defined below), and (2) the Defendant has fully funded the Settlement.

7. “LWDA” means and refers to the California Labor and Workforce Development Agency.

8. “Operative Complaint” means and refers to: the Second Amended Complaint, filed on February 22, 2022, in the Action.

9. “PAGA” means and refers to the Private Attorneys General Act of 2004, codified at California Labor Code § 2698, *et seq.*

10. “PAGA Employees” or singularly “PAGA Employee” means and refers to Plaintiffs and all current and former non-exempt employees who worked for Defendant within the State of California during the PAGA Period.

11. “PAGA Period” means the time period from August 24, 2019 through May 31, 2022.

12. “Parties” means and refers to, collectively, Plaintiffs and Defendant, and “Party” means and refers to Parties individually.

13. “Pay Periods” means and refers to the total number of pay periods that each PAGA Employee worked as a non-exempt employee for Defendant during the PAGA Period.

14. “Plaintiffs” means and refers to Edgar Quezada Gonzalez and Maria Salcedo.

15. “Plaintiffs’ Counsel” means and refers to Kashif Haque, Samuel Wong, Jessica L. Campbell of AEGIS LAW FIRM, PC.

16. “Released Claims” means and refers to claims for civil penalties under the PAGA, California Labor Code § 2698, *et seq.*, that are based upon or arise from the factual allegations in the operative Complaint in the Action and/or Plaintiffs’ PAGA notice to the California Labor and Workforce Development Agency, arising during the PAGA Period, including, for the failure to properly pay all minimum wages, overtime wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, provide accurate itemized wage statements, and timely pay all wages during employment and upon separation of employment, and for violation of and/or based on California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and all claims for attorneys’ fees and costs in connection therewith.

17. “Released Parties” means and refers to Defendant, its past, present, or future affiliates, related entities, parents, subsidiaries, owners, members, partners, officers, directors, board members, managers, supervisors, employees, agents, co-employers, predecessors, successors, assigns, agents, shareholders, investors, insurers, and legal representatives.

18. “Settlement Administrator” means and refers to Phoenix Settlement Administrators.

II. NATURE OF ACTION

1. On August 24, 2020, Plaintiff Gonzalez sent a letter to the LWDA and Defendant giving notice of his intent to pursue a representative action pursuant to the PAGA, on behalf of himself and the State of California, as well as on behalf of a proposed group of aggrieved employees. The letter is referred to as “Notice to the LWDA.”

2. On August 25, 2020, Plaintiff Gonzalez filed his Complaint as a class action lawsuit, alleging that, Defendant failed to: pay minimum wages, properly pay overtime wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, provide accurate itemized wage statements, timely pay all wages during employment and upon separation of employment as applied to non-exempt employees employed by Defendant in California. On December 1, 2020, Plaintiff filed the First Amended Complaint to add a cause of action under PAGA.

3. On or around December 4, 2020, Plaintiff Gonzalez dismissed his individual and class claims against Defendant after it produced an arbitration agreement containing a class action waiver purportedly signed by Plaintiff.

4. On February 2, 2021, the Parties attended mediation with Warren Jackson, Esq. The matter did not settle.

5. On February 12, 2021, Plaintiff Gonzalez sent an amended letter to the LWDA describing additional facts and theories in support of his allegations.

6. Thereafter, the Parties propounded formal discovery and engaged in significant investigation and exchange of data and documents. On August 25, 2021, Defendant took Plaintiff Gonzalez’s deposition. On December 9, 2021, Plaintiff took the deposition of Defendant’s Person Most Qualified.

7. On January 27, 2022, Plaintiff Gonzalez sent an amended letter to the LWDA adding Maria Salcedo as an additional claimant.

8. Thereafter, the Parties resumed informal settlement negotiations and reached the Settlement described herein.

9. This Settlement relates solely to the PAGA claims on behalf of Plaintiffs and the State of California with respect to Plaintiffs and all PAGA Employees. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, denies liability

for the Released Claims, and further denies that the Action is appropriate for representative treatment for any purpose other than settling this Action. Defendant contends, among other things, that it has complied at all times with the California Labor Code and the related Industrial Welfare Commission Wage Orders, all other state and federal wage laws, and further contends that all of its respective employees were and are paid properly and that the Action is without merit. Defendant has denied and continues to deny each and every material factual allegation and all alleged claims asserted against it in the Action.

10. The Parties recognize that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits of litigation. The Parties have taken into account the risk and uncertainty of the outcome inherent in any litigation.

11. Based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the settlement for the consideration and on the terms set forth in this Agreement is fair, reasonable, adequate, and is in the best interests of Plaintiffs, PAGA Employees, the State of California, and Defendant in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Further, Plaintiffs' Counsel believes that the settlement amount entered into is in the best interests of the PAGA Employees and the State of California, and fair, reasonable, and adequate given the inherent risk of litigation.

III. TERMS OF SETTLEMENT

1. In consideration of the mutual covenants, promises and representations set forth in this Agreement, Plaintiffs, on behalf of themselves, the State of California, and all PAGA Employees, and Defendant agrees to settle and compromise the Action and the Released Claims.

2. The Gross Settlement Amount. As consideration for the settlement described herein and the release provided herein, Defendant agrees to pay the all inclusive total amount of One Hundred Twenty-Five Thousand Dollars and zero cents (\$112,500.00) ("Gross Settlement Amount"). Defendant shall fund the Gross Settlement Amount as set forth herein. The Gross Settlement Amount will include payments as follows, which Plaintiffs will seek approval of from the Court, in conformity with this Agreement:

- a. Payment to the Settlement Administrator in the amount of up to Three Thousand Dollars and zero cents (\$3,000.00) (“Settlement Administration Costs”);
- b. Payment of Attorneys’ Fees and Costs to Plaintiffs’ Counsel, as set forth herein; and
- c. The PAGA Penalties to be paid to the LWDA and PAGA Employees, as set forth herein.

3. Pro Rata Increase. If it is determined that the number of Aggrieved Employees exceeds 200 by more than 10%, there will be a *pro rata* adjustment to the Gross Settlement Amount per additional PAGA Employee over the 10% increase.

4. Allocation and Calculation of the PAGA Penalties. The amount available for distribution to the LWDA and PAGA Employees (“PAGA Penalties”) is the Gross Settlement Amount less the Court-approved Attorneys’ Fees and Costs to Plaintiff’s Counsel, and the Settlement Administration Costs to the Settlement Administrator. Seventy Five Percent (75%) of the PAGA Penalties will be paid to the LWDA (“LWDA Payment”), and Twenty Five Percent (25%) of the PAGA Penalties will be paid to the PAGA Employees (“Employee Amount”), as required by California Labor Code § 2699(i).

5. Allocation and Calculation of the Individual Settlement Payments. Each PAGA Employee will receive a *pro rata* portion of the Employee Amount, determined based on the pay periods that he or she worked for Defendant in the State of California during the PAGA Period, to be calculated as follows: the Employee Amount will be divided by the total number of Pay Periods of all PAGA Employees to yield the “Per Pay Period Amount,” and then each PAGA Employee’s individual number of Pay Periods will be multiplied by the Per Pay Period Amount to yield his or her “Individual Settlement Payment.” Individual Settlement Payments shall be paid to PAGA Employees by way of a single check to each PAGA Employee (“Individual Settlement Check”).

6. Tax Treatment of Individual Settlement Payments to PAGA Employees. The Parties agree that Individual Settlement Payments sent to PAGA Employees will be characterized One Hundred Percent (100%) as penalties and Form 1099s will be issued. Nothing in this Agreement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiffs and PAGA Employees shall be deemed to acknowledge that they have not obtained any tax advice from Defendant, Counsel for Defendant, or Plaintiffs’ Counsel, and that neither Defendant, Counsel for Defendant, nor Plaintiffs’ Counsel have made any representation

concerning the tax consequences, if any, of any payments made pursuant to this Agreement. To the extent that this Agreement or its attachment(s) are interpreted to contain or constitute advice regarding any U.S. or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Defendant's share of payroll taxes, if any, will be paid by Defendant separate from and in addition to the NSA.

7. Plaintiffs' Counsel's Attorneys' Fees and Costs. As part of the request for approval of this Settlement, Plaintiff will request that the Court award the following to Plaintiff's Counsel: up to one-third (1/3) of the Gross Settlement Amount, or Forty-One Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven cents (\$37,500.00), for attorneys' fees and of up to Twenty Thousand Dollars and zero cents (\$20,000.00) for reimbursement of actual costs and expenses of litigating the Action (together, "Attorneys' Fees and Costs"). The Attorneys' Fees and Costs shall be paid from the Gross Settlement Amount, subject to approval by the Court. Should Plaintiffs' Counsel request a lesser amount for attorneys' fees and costs and/or the Court approve a lesser amount, the difference shall be a part of the PAGA Penalties to be distributed to the LWDA and PAGA Employees as described above. Payment of Attorneys' Fees and Costs will be reflected in a Form 1099 to Plaintiffs' Counsel who shall assume full responsibility and liability for the payment of taxes due on such payments.

8. No Effect on Employee Benefits. The payments made to Plaintiffs and other PAGA Employees pursuant to this Agreement are not intended to count as earnings by Plaintiffs or the PAGA Employees, and will not entitle Plaintiffs or the PAGA Employees to any additional compensation and/or benefits under any retirement, benefit, bonus, incentive, pension, welfare, and/or any other plan of or sponsored by Defendant. Defendant shall not make as part of this Agreement, nor be required to make, any deductions, nor pay any monthly contributions for any insurance, retirement, bonuses, 403(b), or profit sharing plans related to monies paid as a result of this Agreement. The Individual Settlement Payments paid to PAGA Employees shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g. bonuses, vacation, holiday pay, retirement plans, etc.) of PAGA Employees. The Parties agree that any Individual Settlement Payments paid to PAGA Employees under the terms of this Agreement do not represent any modification of PAGA Employees' previously credited hours of service or other eligibility criteria under an employee benefit plan sponsored by Defendant. Further, any Individual Settlement Payments are penalties and thus shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, and employee benefit plan or bonus plan sponsored by Defendant.

IV. RELEASE OF CLAIMS

1. Release by Plaintiffs, PAGA Employees and LWDA. Upon the Effective Date, Plaintiffs and each PAGA Employee, shall fully release and forever discharge Released Parties from the Released Claims during the period from August 24, 2019, through May 31, 2022, and the State of California shall fully release and forever discharge Released Parties from the Released Claims as they pertain to Plaintiffs and PAGA Employees from August 24, 2019 through May 31, 2022.

2. It is understood and agreed that this Agreement neither releases the Released Parties from liability, if any, to PAGA Employees for violations of any predicate statutes other than PAGA, nor effects a waiver of claims by PAGA Employees against the Released Parties for the same.

V. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

1. Settlement Approval by Court. The Parties recognize that Court approval is required in the event of any settlement of a PAGA action, in accordance with California Labor Code § 2699(l)(2), and that a judgment with respect to the PAGA action is binding with respect to non-party aggrieved employees upon Court approval, pursuant to California Labor Code § 2699(l) and *Arias v. Superior Ct.* (2009) 46 Cal.4th 969. Parties further recognize that a settlement of a PAGA action is not subject to class action procedural rules, and that PAGA Employees do not have the right to opt-out of or otherwise exclude themselves from the Settlement, or object to the Settlement, and upon approval of the Settlement by the Court and funding of the Settlement, all PAGA Employees will have released the Released Parties of and for the Released Claims and PAGA Employees will be entitled to receive payment, in conformity with the Settlement. In order to comply with the requirements of California Labor Code § 2699, promptly upon execution of this Agreement, Plaintiffs' Counsel shall prepare, file and serve a motion requesting that the Court approve the Settlement, including and not limited to the PAGA Penalties, Attorneys' Fees and Costs, and Settlement Administration Costs, and apply to the Court for the entry of an order approving the Settlement and all of the requested payments and entering judgment ("Approval Order and Judgment"). The motion shall advocate that the penalties are fair, adequate, and reasonable, which will draw no opposition from Defendant or Defense Counsel. Before Plaintiffs apply to the Court for approval of the Settlement, Plaintiffs' Counsel shall submit the Agreement to the LWDA in conformity with California Labor Code § 2699(l)(2).

2. With Plaintiffs' motion for approval of Settlement, Plaintiffs shall submit a proposed Approval Order and Judgment which shall seek approval of this Settlement and the terms

herein. Upon entry of the Approval Order and Judgment by the Court, Plaintiffs' Counsel shall submit the Approval Order and Judgment to the LWDA in conformity with California Labor Code § 2699(l)(2).

VI. ADMINISTRATION OF THE SETTLEMENT

1. PAGA Employee List. Defendant shall compile a list containing the following information regarding each of the PAGA Employees: (1) full name; (2) last known mailing address; (4) Social Security number; and (5) the total number of pay periods worked during the PAGA Period ("PAGA Employee List"). The PAGA Employee List will be provided to the Settlement Administrator within ten (10) calendar days after the Court has signed and entered the Approval Order and Judgment. This information shall be treated as and remain confidential and shall be used solely to manage the notice and payment process described herein, shall not be disclosed to anyone other than the Settlement Administrator, except to applicable taxing authorities, or pursuant to express written authorization of Defendant, the individual in question, or by order of the Court.

2. Funding of Settlement. Defendant shall fund the Gross Settlement Amount by way of electronic transfer to the account to be established by the Settlement Administrator for purposes of administration of the Settlement ("Settlement Administration Account") by November 30, 2022.

3. Payments to LWDA, Plaintiffs' Counsel, Plaintiffs, and Settlement Administrator. Within fifteen (15) calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator shall pay the Court-approved LWDA Payment to the LWDA, Attorneys' Fees and Costs to Plaintiffs' Counsel, and Settlement Administration Costs to itself.

4. Employee Notices and Payments to PAGA Employees. Within fifteen (15) calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator shall mail via U.S. First Class mail to each PAGA Employee his or her Individual Settlement Check at the last known address in the PAGA Employee List or a more updated address from the National Change of Address Database. A notice letter explaining why the check is being sent ("Employee Notice"), in a mutually-agreed upon form that has been approved by the Court, in substantially the form that is attached hereto as "**Exhibit A**," will be included in the mailing of each PAGA Employee's Individual Settlement Check. Together, an Individual Settlement Check that is mailed to a PAGA Employee with the Employee Notice is referred to as a "Payment Packet." Prior to mailing the Payment Packets, the Settlement Administrator shall check the addresses provided using the National Change of Address database. Should any of the Employee Notices be returned as undeliverable, the Settlement Administrator will have ten (10) calendar days after it

receives the returned undeliverable mail to search for a more current address for the PAGA Employee (via a skip trace or other reasonable method) and to re-mail Employee Notices to the traced address.

5. Within twenty (20) calendar days of distributing the Gross Settlement Fund, the Settlement Administrator shall provide to Plaintiffs' and Defendant's Counsel written confirmation verifying that it effected disbursement of the Gross Settlement Fund pursuant to the terms of this Agreement.

6. Expiration of Settlement Checks. All Individual Settlement Checks will expire one hundred and eighty (180) calendar days after the initial mailing of the original Payment Packets to the PAGA Employees, and thereafter, shall be cancelled. If any funds remain in the Settlement Administration Account as a result of cancelled Individual Settlement Checks, such funds shall be transmitted to the State Controller's Office Unclaimed Property Fund in the name of each PAGA Employee whose check is voided. All duties set forth herein shall be included in the Settlement Administration Costs and paid from the Gross Settlement Amount.

7. Disputes Relating to Settlement Administration. Any disputes concerning administration of the Settlement which cannot be resolved by the Parties shall be submitted to and resolved by the Court.

8. Settlement Administrator's Tax Reporting. The Settlement Administrator shall be responsible for providing the requisite Form 1099's as required by this Agreement, and the completion of any other steps necessary for compliance with any tax obligations of the Settlement under federal, state, and/or local law, as applicable.

9. As soon as practicable after execution of this Agreement, Plaintiffs' Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the approval of this Settlement from the Court. Irrespective of whether a PAGA Employee's Individual Settlement Check has been cashed, he or she will be deemed to be bound to this Settlement, the release provided herein, and the Court's Approval Order and Judgment.

VII. ADDITIONAL TERMS.

1. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

2. No Admission. Nothing contained herein, nor is the consummation of this Settlement, to be construed or deemed an admission with respect to liability, culpability, negligence, or wrongdoing on the part of Defendant, Released Parties, Plaintiffs, Plaintiffs' Counsel, PAGA Employees, or the LWDA. Each of the Parties hereto has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. Defendant denies that it has engaged in any unlawful activity, that it has failed to comply with the law in any respect, that it has any liability to anyone under the claims asserted in the Action. The Parties agree that this Agreement does not constitute an admission by Defendant or any of the Released Parties of any of the matters alleged in the Action or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Plaintiffs, Defendant or any of the Released Parties.

3. Nullification. If the Court should fail to approve the Settlement as agreed upon by the Parties, the Parties shall coordinate efforts to address the Court's questions or concerns and work jointly to make reasonable efforts to remedy the Settlement in order to obtain the Court's approval. If the Parties cannot resolve the issues identified by the Court in denying approval, the Parties shall be restored to their litigation positions and all funds returned to Defendant. If, after the Parties make a second attempt to obtain approval of the material terms of the Settlement, unless the Parties specifically agree to continue with their coordinated efforts to obtain Court approval, the Court fails to approve the material terms of the settlement in the form agreed to by the Parties (except for the amount of Attorneys' Fees and Costs requested by Plaintiffs' Counsel), or if the Court's approval of this Agreement is reversed, modified, or declared or rendered void, then: (a) this Agreement shall be considered null and void; (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidity of any material portion of this Agreement, except for the amount of the Attorneys' Fees and Costs, shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. Material terms of this Agreement include: the definition of PAGA Employees; the definition of Effective Date; the definition of PAGA Period; the definition of Released Claims; the definition of Released Parties; the definition of Gross Settlement Funds; the requirement for entry of an order by the Court approving this Agreement and entering PAGA Judgment as contemplated in this Agreement. The following terms are not material to this Agreement: the

allocation of the fees and costs to Plaintiff's counsel; the amount of the Settlement Administrative fee. However, if the Court requires changes to the material terms, the Parties will meet and confer in good faith and attempt to comply with the Court's requirements.

4. Attorneys' Fees, Costs And Expenses. Except as specifically set forth herein, each Party shall bear its/his/her own attorneys' fees, costs and expenses, taxable or otherwise, incurred by him/her/it/them arising out of the Action, and shall not seek reimbursement thereof from any other party to this Agreement, unless otherwise specifically stated.

5. Enforcement And Continuing Jurisdiction Of The Court. The Parties agree that upon approval by the Court, this Agreement shall be enforceable by the Court, and the Court shall retain exclusive and continuing equity jurisdiction pursuant to California Code of Civil Procedure § 664.6 of this action over all Parties and PAGA Employees to interpret and enforce the terms, conditions, and obligations set forth in this Agreement.

6. Severability. The Parties agree that if any immaterial provision of this Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions, and the remaining provisions shall be deemed enforceable.

7. Construction. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties and that this Agreement constitutes the entire agreement between Plaintiffs and Defendant regarding the settlement of the Released Claims and that this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding the resolution of the Released Claims.

8. Interpretation. Given that all Parties hereto had the opportunity to draft, review, and edit the language of this Agreement, no presumption for or against any Party arising out of drafting all or any part of this Agreement may be applied in any action relating to, connected to, or involving this Agreement. Accordingly, the Parties hereby 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

9. Breach by Parties. In addition to any other rights the Parties have or may have under this Agreement, in the event of a breach by either party of any of the terms of this Agreement, the non-breaching Party shall be entitled, if it shall so elect, to institute legal proceedings to obtain damages for any such breach, or to enforce the specific performance of this Agreement by either

party and to enjoin the other party from any further violation of this Agreement and to exercise such remedies cumulatively or in conjunction with all other rights and remedies provided by law. The Parties acknowledge, however, that the remedies at law for any breach by either party may be inadequate and that the non-breaching party shall be entitled to injunctive relief against the breaching party in the event of any breach. If the non-breaching party prevails in a proceeding for damages or injunctive relief, the breach party agrees that the non-breaching party, in addition to other relief, shall be entitled to reasonable attorney fees, costs, and the expenses of litigation incurred by the non-breaching party in securing the relief granted by the Court.

10. Non-Evidentiary Use. Neither the existence of this Agreement, the terms of this Agreement, the negotiation and execution of this Agreement, all acts performed or documents executed pursuant to or in furtherance of this Agreement, nor the settlement of the Action shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiffs, the LWDA, Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, culpability, fault, wrongdoing, omission, concession, or damage, or of the truth of any of the factual allegations in the Operative Complaint in the Action; (b) disclosed, referred to, or offered in evidence against Plaintiffs, the LWDA, or any of the Released Parties in any further proceeding in the Action, or any other civil, criminal, or administrative action or proceeding in any court, administrative agency or other tribunal except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendant to attempt to establish that a PAGA Employee has resolved or been compensated for any claims made by that employee; and (c) deemed to be, nor used as, an admission or evidence of the appropriateness of these or similar claims for representative treatment, class certification or administration other than for purposes of administering this Settlement. Nothing herein shall constitute an admission by Defendant that the Action was properly brought as a representative action other than for settlement purposes.

11. Choice Of Law. The rights and obligations of the Parties under this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. California law shall govern the interpretation of this Agreement even if a choice of law analysis under state or federal law would dictate that another forum's law be applied.

12. Cooperation. Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

13. Captions And Headings. Paragraph titles, captions, or headings contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

14. Modification. This Agreement may not be changed, altered, waived, or modified, except in writing and signed by counsel for the Parties hereto, and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

15. Binding. This Agreement is binding upon, and shall 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.

16. No Publication. The Parties will, and will cause all their respective current or past counsel to: (i) maintain in confidence and not publish or otherwise disclose to any third party the terms of this Agreement or any related information, except as necessary to obtain Court approval as contemplated by this Agreement; (ii) not publish the fact and/or terms of this Agreement or any related information on their website(s), for advertising purposes and/or in publication materials generally available to the public. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement will be admissible and subject to disclosure in any proceeding to enforce its terms. Plaintiffs' counsel may disclose publicly-available information about the case in declarations establishing their adequacy as counsel in other cases.

17. Electronic Signatures and Counterparts. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. The counterparts may be executed and/or transmitted electronically or by facsimile.

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Private Attorneys General Act Settlement Agreement and Release as of the date set forth below.

PLAINTIFF EDGAR QUEZADA GONZALEZ

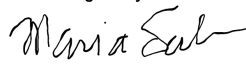
DATED: 9/26/2022

DocuSigned by:

 01847856DD54419...

PLAINTIFF MARIA SALCEDO

DATED: 9/26/2022 _____

DocuSigned by:

B9F400F5481E413...

**DEFENDANT TITAN SENQUEST
MANAGEMENT, INC.**

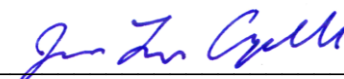
DATED: _____

By: _____
On behalf of TITAN SENQUEST MANAGEMENT
INC.

APPROVED AS TO FORM AND CONTENT:

DATED: September 26, 2022

AEGIS LAW FIRM, PC

By:  _____
Jessica L. Campbell
Attorneys for Plaintiff

DATED: _____

SAUER & WAGNER LLP

By: _____
Sonya Goodwin
Attorneys for Defendant

PLAINTIFF MARIA SALCEDO

DATED: _____

**DEFENDANT TITAN SENQUEST
MANAGEMENT, INC.**

DATED: 9/28/2022

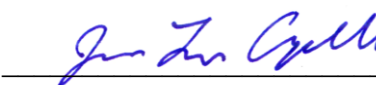


By: Kevin Kaseff
On behalf of TITAN SENQUEST MANAGEMENT
INC.

APPROVED AS TO FORM AND CONTENT:

DATED: September 26, 2022

AEGIS LAW FIRM, PC

By: 

Jessica L. Campbell
Attorneys for Plaintiff

DATED: September 28, 2022

SAUER & WAGNER LLP

By: 

Sonya Goodwin
Attorneys for Defendant

Exhibit A
Employee Notice

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Address>>
<<City>> <<State>> <<Zip>>

Re: Individual Settlement Payment from *Edgar Quezada Gonzalez v. Titan SenQuest Management, Inc, et al.*
Los Angeles County Superior Court, Case No. 20STCV32707

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<**amount of payment**>> (“Individual Settlement Check”). This check is your payment from the settlement of a lawsuit entitled *Edgar Quezada Gonzalez v. Titan SenQuest Management, Inc.* Case No. 20STCV32707 (“Action”), pending in the Superior Court of California for the County of Los Angeles (“Court”).

The lawsuit was filed by Edgar Quezada Gonzalez and Maria Salcedo (“Plaintiffs”), former employees of Titan SenQuest Management, Inc. (“Defendant”), on behalf of the State of California with respect to themselves and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the California Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). Plaintiffs alleged that Defendant violated the California Labor Code and Industrial Welfare Commission Wage Orders by failing to properly pay all wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, provide accurate itemized wage statements, and timely pay all wages during employment and upon separation of employment. Defendant denies these allegations and denies any wrongdoing of any kind associated with these allegations.

A settlement was reached between Plaintiffs and Defendant, on behalf of Plaintiffs, the State of California, and the following aggrieved employees: all current and former non-exempt employees who worked for Defendant within the State of California between August 24, 2019 through May 31, 2022 (“PAGA Employees”).

On <<Approval Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California and a portion to be paid to the PAGA Employees. You are receiving a portion of the settlement (the enclosed Individual Settlement Check) because you have been identified as a PAGA Employee. Your Individual Settlement Check is based on the total number of pay periods that you worked as a PAGA Employee during the period between August 24, 2019 through May 31, 2022 (“PAGA Period”). The Individual Settlement Check is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

By way of the settlement, you are deemed to fully release and forever discharge the Released Parties from the Released Claims. The “Released Parties” means Defendant, its past, present, or future affiliates, related entities, parents, subsidiaries, owners, members, partners, officers, directors, board members, managers, supervisors, employees, agents, co-employers, predecessors, successors, assigns, agents, shareholders, investors, insurers, and legal representatives. The “Released Claims” means and refers to claims for civil penalties under the PAGA, California Labor Code § 2698, *et seq.*, that are based upon or arise from the factual allegations in the operative Complaint in the Action and/or Plaintiffs’ PAGA notices to the California Labor and Workforce Development Agency, arising during the PAGA Period, including, for the failure to properly pay all minimum wages, overtime wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, provide accurate itemized wage statements, and timely pay all wages during employment and upon separation of employment, and for violation of and/or based on California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, and all claims for attorneys’ fees and costs in connection therewith.

Your Individual Settlement Check is valid for 180 calendar days from the date of issuance, and if you do not cash, deposit, or otherwise negotiate the check within the 180-day timeframe, your Individual Settlement Check will be cancelled and the funds will be transmitted to the State Controller’s Office Unclaimed Property Fund in the name of the PAGA Employee whose check is voided.

Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement. If you have any questions concerning the settlement, you may contact the Settlement Administrator at <<INSERT CONTACT INFORMATION>>.

EXHIBIT 9

EXHIBIT 10

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement (“Agreement”) is made and entered into by and between Edgar Quezada Gonzalez (“Plaintiff”), on the one hand, and Titan SenQuest Management, Inc. (“Defendant”), on the other hand. It is hereby agreed as follows:

1. **PAYMENT.**

Defendant will pay Ten Thousand Dollars (\$10,000) as follows:

a. One check to Edgar Quezada Gonzalez for non-wages in the amount of \$10,000, for which Defendant will issue an IRS Form 1099 to Plaintiff.

Payment shall be made by the later of November 30, 2022 or within fifteen (15) days of approval of Plaintiff’s PAGA settlement in the action filed in Los Angeles County Superior Court, Case No. 20STCV32707 (“the Action”).

2. **MUTUAL RELEASES.**

a. Release of Defendant - Plaintiff hereby releases and discharges forever Defendant Titan SenQuest Management, Inc. and its past, present, or future affiliates, related entities, parents, subsidiaries, owners, members, partners, officers, directors, board members, managers, supervisors, employees, agents, co-employers, predecessors, successors, assigns, agents, shareholders, investors, insurers, and legal representatives (“Released Parties”), from all liabilities, claims, causes of action, charges, complaints, obligations, costs, losses, damages, injuries, attorneys’ fees, and other legal responsibilities, of any form whatsoever, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, which Plaintiff or Plaintiff’s successors in interest now own or hold, or have at any time heretofore owned or held, or may at any time own or hold by reason of any matter or thing arising from any cause whatsoever prior to the date of execution of this Release, including but not limited to civil penalties under the PAGA, California Labor Code § 2698, *et seq.*, that are based upon or arise from the factual allegations in the Operative Complaint in the Action and/or Plaintiff’s PAGA notice to the California Labor and Workforce Development Agency, arising during the PAGA Period, including, for the failure to properly pay all minimum wages, overtime wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, provide accurate itemized wage statements, reimburse necessary business expenses, and timely pay all wages during employment and upon separation of employment, and for violation of and/or based on California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and all claims for attorneys’ fees and costs in connection therewith. Plaintiff further releases all claims arising under any state or federal law or regulation, including the California Fair Employment and Housing Act (“FEHA”), federal and state False Claims Acts, Title VII of the Civil Rights Act, the Americans With Disabilities Act (“ADA”), the Family Medical Leave Act (“FMLA”), the Federal Age Discrimination in Employment Act (“ADEA”), as amended by the Older Workers Benefit Protection Act (“OWBPA”), the California Family Rights Act (“CFRA”), the Fair Labor Standards Act (“FLSA”), the Employee Retirement Income Security Act (“ERISA”), the National Labor Relations Act (“NLRA”), the PAGA, the California Government Code, the California Civil

Code, the California Labor Code, Section 132a of the California Labor Code, the California Healthy Workplaces Healthy Families Act, the California Business and Professions Code, the applicable California Wage Order, and any and all other federal, state, or local laws or regulations relating to employment, discrimination, harassment, retaliation, public policy, wage/hour, and/or compensation.

Plaintiff understands that nothing in this release prevents Plaintiff from filing a charge or complaint with, or from participating in an investigation or proceeding conducted by, the Equal Employment Opportunity Commission (“EEOC”), the California Department of Fair Employment and Housing (“DFEH”), the National Labor Relations Board (“NLRB”), the Securities and Exchange Commission (“SEC”), or any other federal, state, or local agency charged with the enforcement of any employment laws, although Plaintiff understands that by signing this Agreement, Plaintiff waives the right to recover any damages or to receive other relief in any claim or suit brought by or through the EEOC, the DFEH, or any other state or local deferral agency on Plaintiff’s behalf.

Plaintiff further acknowledges and agrees that, upon the payment of the Settlement Funds, Plaintiff releases and waives any right to become, and promises not to consent to become, a named plaintiff in a class, collective, or representative action or a class or collective member in any case in which claims are asserted against the Released Parties that are related in any way to Plaintiff’s employment with, or separation of employment from, Employer, arising from the beginning of time to the date of Plaintiff’s execution of this Agreement. In that regard, Plaintiff agrees that he may not and will not submit a claim form in any class, collective, or representative action in which Plaintiff is included as a putative class or collective member, if any.

b. Release of Plaintiff – Defendant and its successors hereby release and discharges forever Plaintiff, and each and all of them, from all liabilities, claims, causes of action, charges, complaints, obligations, costs, losses, damages, injuries, attorneys’ fees, and other legal responsibilities, of any form whatsoever, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, which Defendant or Defendant’s successors in interest now own or hold, or have at any time heretofore owned or held, or may at any time own or hold by reason of any matter or thing arising from any cause whatsoever prior to the date of execution of this Release.

c. Each of the parties to this Agreement expressly waives the provisions of Section 1542 of the Civil Code of the State of California, and acknowledges that such party is familiar with and understands that section, which provides 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 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.”

In connection with such waiver, each party acknowledges that such party is aware that such party may hereafter discover facts in addition to or different from those which such party now knows or believes to be true, but that it is such party’s intention hereby to fully, finally and forever settle and release all claims, matters, disputes and differences, known or unknown, fixed or contingent,

suspected or unsuspected, as set forth above, except as specifically set forth in this Agreement. The releases given herein shall be and remain in effect as full and complete releases notwithstanding the discovery or existence of any such additional or different facts.

d. Each of the parties to this Agreement covenants and agrees that such party will not make, assert or maintain any claim, demand, action, suit or proceeding which is released in this Agreement.

3. **CONFIDENTIALITY.**

The Parties understand and agree that as a material condition of this Agreement, and in exchange for consideration hereunder, the terms and conditions of this Agreement, including the amount of the Settlement Funds, are to remain strictly private and confidential to the extent permitted by law, except to the extent disclosure is necessary to obtain court approval of the PAGA Settlement. The Parties agree that this Section 3 constitutes a material term of this Agreement and any violation of the terms and conditions of this confidentiality provision shall constitute a material breach of the Agreement. The Parties agree that in response to any inquiries about and claims that Plaintiff might have asserted against Defendant, they shall only state the following: "The matter has been resolved."

Plaintiff understands and agrees that he will not hereafter disclose any information concerning this Agreement or settlement to anyone other than: (1) to his attorney(s), spouse/domestic partner (as applicable), accountant(s), and tax preparer(s); (2) as required by legal process; or (3) to any lender or credit agency with whom Plaintiff is seeking credit or a loan. Should Plaintiff choose to disclose any information concerning this Agreement or settlement (1) to his attorneys, spouse/domestic partner (as applicable), accountant(s), or tax preparer(s); (2) as required by legal process; and/or (3) to any lender or credit agency with whom he is seeking credit or a loan, Plaintiff represents and agrees that he will advise those to whom the information is disclosed that they will also be under an obligation to keep the terms and conditions of this Agreement, including, specifically, the amount of the Settlement Funds, completely confidential. Plaintiff further agrees that he shall not publicize this settlement or Agreement in any manner, even anonymously, including, without limitation, reporting to Jury Verdicts or any other reporting services. The Parties agree to direct their attorneys to preserve the confidentiality of this settlement consistent with this Agreement.

Defendant's officers and directors shall not disclose the contents of this Agreement unless there is a legitimate business need for the disclosure. In the event any Party breaches its obligation of confidentiality, the other Party will suffer damages in an amount which will be impractical or extremely difficult to ascertain. As such, if Plaintiff is the breaching Party, he agrees to pay to Defendant, and if Defendant is the breaching Party, it agrees to pay to Plaintiff, as liquidated damages, the sum of One Thousand Dollars and Zero Cents (\$1,000.00) for each proven breach of the confidentiality provision of this Agreement up to a maximum of \$2,000. It is also specifically agreed that liquidated damages shall be due and payable by the breaching Party on each and every separate proven breach of this Section 3. The Parties acknowledge that this provision for liquidated damages does not constitute a penalty or forfeiture within the meaning of *Civil Code* §§ 3275 or 3369 or any other provision of California law. The Parties further

acknowledge that the payment of damages pursuant to this provision does not abrogate or affect in any way the terms of this Agreement.

4. NO OTHER GOVERNMENTAL OR COURT FILINGS

Plaintiff warrants and represents that except for the Action, pending in the Superior Court of California for the County of Los Angeles, he has not filed any affirmative claim, charge, or lawsuit concerning his employment with Employer with any governmental agency or court, and will not file any other affirmative charges, lawsuits, or claims against Employer, based on events occurring prior to the Effective Date of this Agreement with any state or federal administrative agency or court, and shall immediately dismiss or withdraw any such existing claims, if any. Other than the Action, Plaintiff has not participated, assisted, or cooperated, and will not participate, assist, or cooperate, in any claim, charge, suit, complaint, action, or proceeding against Employer, unless and to the extent required or compelled by law. Plaintiff has not and will not encourage and/or solicit any third party to file any claim, charge, suit, complaint, action, or proceeding against Employer. This provision does not apply to charges challenging the validity of the Agreement under the Age Discrimination in Employment Act or any other charges that cannot be waived as a matter of law.

5. INDEMNIFICATION.

Plaintiff shall be solely responsible for the payment of employee-side taxes on said amount, if any. Plaintiff further agrees to indemnify and hold harmless the Released Parties against any assessment of employee-side payroll, withholding, FICA, or other taxes or penalties should any such taxes or penalties be assessed against the released parties as a result of the payment set forth above. Plaintiff further acknowledges that neither Defendant nor any of its representatives or attorneys have made any promise, representation, or warranty, express or implied, regarding the tax consequences of any consideration paid to Plaintiff pursuant to this Agreement. Plaintiff further acknowledges that Defendant has no obligation to indemnify or defend Plaintiff in any tax proceedings or from any tax consequences that could result from payments made in accordance with this Agreement.

6. NO ADMISSION HEREBY.

The parties understand and agree that this is a compromise settlement of a disputed claim or disputed claims, entered into solely in order to save the time and expense of further litigation, and that neither this agreement nor the furnishing of the consideration for this agreement shall be deemed or construed as an admission of liability or wrongdoing on the part of any of the Released Parties, or be admissible as evidence in any proceeding other than for the enforcement of this agreement.

7. ENTIRE AGREEMENT.

This Agreement contains the entire agreement and understanding concerning the subject matter hereof between the parties and supersedes and replaces all prior negotiations, proposed agreements and agreements, written or oral. Each of the parties hereto acknowledges that neither any of the parties hereto, nor the agents or attorneys of any other party whomsoever, has made any promise, representation or warranty whatsoever, express or implied, not contained herein

concerning the subject hereof, to induce any other party to execute this Agreement and acknowledges and warrants that he, she or it is not executing this Agreement in reliance on any promise, representation or warranty not contained herein.

8. **NO ASSIGNMENT.**

The parties declare that they have made no assignment and will make no assignment of the claims which are being released and discharged by this Agreement.

9. **SUCCESSORS AND ASSIGNS.**

This Agreement, including the releases herein contained, shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the respective parties.

10. **AMENDMENTS AND MODIFICATIONS.**

This Agreement may not be amended or modified other than by an instrument in writing, signed by the party against whom enforcement of the amendment or modification is sought.

11. **NO WAIVER.**

A waiver by a party of a breach of any of the terms of this Agreement shall not be construed as a waiver of any succeeding breach of the same or any other term of this Agreement.

12. **SEVERABILITY**

If any term of this Agreement is declared invalid for any reason, such determination shall not affect the validity of the remainder of the Agreement. The remaining parts of this Agreement shall remain in effect as if the Agreement had been executed without the invalid term.

13. **GOVERNING LAW.**

This Agreement is to be governed by, and construed in accordance with, the laws of the State of California.

14. **EACH PARTY TO BEAR OWN FEES AND COSTS.**

Each party hereto shall bear its own costs and attorneys' fees incurred in connection with this Agreement.

15. **FURTHER DOCUMENTS AND ACTS.**

The parties agree to execute all additional documents and take such other actions as are necessary or appropriate to complete and document this Agreement.

16. **INTERPRETATION.**

This document was mutually negotiated and drafted by the parties. No provision of this Agreement shall be interpreted for, or against, a party because such party drafted or requested such provision.

17. COUNTERPARTS.

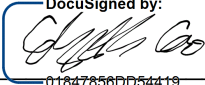
This Agreement may be signed in counterparts, each of which shall be deemed an original for all purposes.

18. REPRESENTATION BY COUNSEL.

The parties acknowledge that they have been represented by counsel of their own choice in executing this Settlement Agreement.

EDGAR QUEZADA GONZALEZ

Dated: 9/26/2022

DocuSigned by:

01847856DD54419...
Edgar Quezada Gonzalez

TITAN SENQUEST MANAGEMENT, INC.

Dated: _____

Title: _____

This document was mutually negotiated and drafted by the parties. No provision of this Agreement shall be interpreted for, or against, a party because such party drafted or requested such provision.

17. COUNTERPARTS.

This Agreement may be signed in counterparts, each of which shall be deemed an original for all purposes.

18. REPRESENTATION BY COUNSEL.

The parties acknowledge that they have been represented by counsel of their own choice in executing this Settlement Agreement.

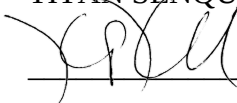
EDGAR QUEZADA GONZALEZ

Dated: _____

Edgar Quezada Gonzalez

TITAN SENQUEST MANAGEMENT, INC.

Dated: 9/28/2022 _____



Title: President _____

EXHIBIT 11

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement (“Agreement”) is made and entered into by and between Maria Salcedo (“Plaintiff”), on the one hand, and Titan SenQuest Management, Inc. (“Defendant”), on the other hand. It is hereby agreed as follows:

1. **PAYMENT.**

Defendant will pay Two Thousand Five Hundred Dollars (\$2,500) as follows:

a. One check to Maria Salcedo for non-wages in the amount of \$2,500, for which Defendant will issue an IRS Form 1099 to Plaintiff.

Payment shall be made by the later of November 30, 2022 or within fifteen (15) days of approval of Plaintiff’s PAGA settlement in the action filed in Los Angeles County Superior Court, Case No. 20STCV32707 (“the Action”).

2. **MUTUAL RELEASES.**

a. Release of Defendant - Plaintiff hereby releases and discharges forever Defendant Titan SenQuest Management, Inc. and its past, present, or future affiliates, related entities, parents, subsidiaries, owners, members, partners, officers, directors, board members, managers, supervisors, employees, agents, co-employers, predecessors, successors, assigns, agents, shareholders, investors, insurers, and legal representatives (“Released Parties”), from all liabilities, claims, causes of action, charges, complaints, obligations, costs, losses, damages, injuries, attorneys’ fees, and other legal responsibilities, of any form whatsoever, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, which Plaintiff or Plaintiff’s successors in interest now own or hold, or have at any time heretofore owned or held, or may at any time own or hold by reason of any matter or thing arising from any cause whatsoever prior to the date of execution of this Release, including but not limited to civil penalties under the PAGA, California Labor Code § 2698, *et seq.*, that are based upon or arise from the factual allegations in the Operative Complaint in the Action and/or Plaintiff’s PAGA notice to the California Labor and Workforce Development Agency, arising during the PAGA Period, including, for the failure to properly pay all minimum wages, overtime wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, provide accurate itemized wage statements, reimburse necessary business expenses, and timely pay all wages during employment and upon separation of employment, and for violation of and/or based on California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and all claims for attorneys’ fees and costs in connection therewith. Plaintiff further releases all claims arising under any state or federal law or regulation, including the California Fair Employment and Housing Act (“FEHA”), federal and state False Claims Acts, Title VII of the Civil Rights Act, the Americans With Disabilities Act (“ADA”), the Family Medical Leave Act (“FMLA”), the Federal Age Discrimination in Employment Act (“ADEA”), as amended by the Older Workers Benefit Protection Act (“OWBPA”), the California Family Rights Act (“CFRA”), the Fair Labor Standards Act (“FLSA”), the Employee Retirement Income Security Act (“ERISA”), the National Labor Relations Act (“NLRA”), the PAGA, the California Government Code, the California Civil

Code, the California Labor Code, Section 132a of the California Labor Code, the California Healthy Workplaces Healthy Families Act, the California Business and Professions Code, the applicable California Wage Order, and any and all other federal, state, or local laws or regulations relating to employment, discrimination, harassment, retaliation, public policy, wage/hour, and/or compensation.

Plaintiff understands that nothing in this release prevents Plaintiff from filing a charge or complaint with, or from participating in an investigation or proceeding conducted by, the Equal Employment Opportunity Commission (“EEOC”), the California Department of Fair Employment and Housing (“DFEH”), the National Labor Relations Board (“NLRB”), the Securities and Exchange Commission (“SEC”), or any other federal, state, or local agency charged with the enforcement of any employment laws, although Plaintiff understands that by signing this Agreement, Plaintiff waives the right to recover any damages or to receive other relief in any claim or suit brought by or through the EEOC, the DFEH, or any other state or local deferral agency on Plaintiff’s behalf.

Plaintiff further acknowledges and agrees that, upon the payment of the Settlement Funds, Plaintiff releases and waives any right to become, and promises not to consent to become, a named plaintiff in a class, collective, or representative action or a class or collective member in any case in which claims are asserted against the Released Parties that are related in any way to Plaintiff’s employment with, or separation of employment from, Employer, arising from the beginning of time to the Effective Date hereof. In that regard, Plaintiff agrees that she may not and will not submit a claim form in any class, collective, or representative action in which Plaintiff is included as a putative class or collective member, if any.

b. Release of Plaintiff – Defendant and its successors hereby release and discharges forever Plaintiff, and each and all of them, from all liabilities, claims, causes of action, charges, complaints, obligations, costs, losses, damages, injuries, attorneys’ fees, and other legal responsibilities, of any form whatsoever, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, which Defendant or Defendant’s successors in interest now own or hold, or have at any time heretofore owned or held, or may at any time own or hold by reason of any matter or thing arising from any cause whatsoever prior to the date of execution of this Release.

c. Each of the parties to this Agreement expressly waives the provisions of Section 1542 of the Civil Code of the State of California, and acknowledges that such party is familiar with and understands that section, which provides 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 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.”

In connection with such waiver, each party acknowledges that such party is aware that such party may hereafter discover facts in addition to or different from those which such party now knows or believes to be true, but that it is such party’s intention hereby to fully, finally and forever settle and release all claims, matters, disputes and differences, known or unknown, fixed or contingent,

suspected or unsuspected, as set forth above, except as specifically set forth in this Agreement. The releases given herein shall be and remain in effect as full and complete releases notwithstanding the discovery or existence of any such additional or different facts.

d. Each of the parties to this Agreement covenants and agrees that such party will not make, assert or maintain any claim, demand, action, suit or proceeding which is released in this Agreement.

3. OWBPA WAIVER

Plaintiff acknowledges that this Release constitutes a knowing and voluntary waiver of any and all rights or claims that Plaintiff may have under Title VII of the 1964 Civil Rights Act, and the amendments thereto, and/or the FEHA. Plaintiff further acknowledges that this Agreement constitutes a knowing and voluntary waiver of any and all rights or claims that may exist or that Plaintiff may claim under the ADEA, as amended by the OWBPA, which have arisen on or before the date of execution of this Agreement. Plaintiff further expressly acknowledges and agrees that:

a. In return for this Agreement, Plaintiff will receive compensation beyond that which Plaintiff was already entitled to receive before entering into this Agreement;

b. Plaintiff was advised by Defendant and is hereby advised in writing by this Agreement to consult with an attorney before signing this Agreement;

c. Plaintiff was informed that she had 21 days from receipt of this Agreement within which to consider the Agreement. By signing this Agreement, Plaintiff acknowledges that she has been given twenty-one (21) days to consider the foregoing, and if she executes this Agreement prior to the expiration of the 21-day period, she voluntarily chose to do so; and

d. Plaintiff was informed that she has seven (7) days following the date of execution of the Agreement in which to revoke the Agreement. Plaintiff understands that she may revoke this Agreement at any time within the 7-day period following the date she signs this Agreement by providing written notice of revocation to counsel of record for Defendant, Sonya D. Goodwin at Sauer & Wagner LLP, 1801 Century Park East, Suite 1150, Los Angeles, CA 90067, (310) 712-8100, sgoodwin@swattys.com. This waiver of claims under the ADEA shall not become effective or enforceable until 12:01 a.m. on the 8th day after Plaintiff signs the Agreement (“Effective Date”).

4. CONFIDENTIALITY.

The Parties understand and agree that as a material condition of this Agreement, and in exchange for consideration hereunder, the terms and conditions of this Agreement, including the amount of the Settlement Funds, are to remain strictly private and confidential to the extent permitted by law, except to the extent disclosure is necessary to obtain court approval of the PAGA Settlement. The Parties agree that this Section 4 constitutes a material term of this Agreement and any violation of the terms and conditions of this confidentiality provision shall constitute a material breach of the Agreement. The Parties agree that in response to any inquiries

about and claims that Plaintiff might have asserted against Defendant, they shall only state the following: "The matter has been resolved."

Plaintiff understands and agrees that she will not hereafter disclose any information concerning this Agreement or settlement to anyone other than: (1) to her attorney(s), spouse/domestic partner (as applicable), accountant(s), and tax preparer(s); (2) as required by legal process; or (3) to any lender or credit agency with whom Plaintiff is seeking credit or a loan. Should Plaintiff choose to disclose any information concerning this Agreement or settlement (1) to her attorneys, spouse/domestic partner (as applicable), accountant(s), or tax preparer(s); (2) as required by legal process; and/or (3) to any lender or credit agency with whom she is seeking credit or a loan, Plaintiff represents and agrees that she will advise those to whom the information is disclosed that they will also be under an obligation to keep the terms and conditions of this Agreement, including, specifically, the amount of the Settlement Funds, completely confidential. Plaintiff further agrees that she shall not publicize this settlement or Agreement in any manner, even anonymously, including, without limitation, reporting to Jury Verdicts or any other reporting services. The Parties agree to direct their attorneys to preserve the confidentiality of this settlement consistent with this Agreement.

Defendant's officers and directors shall not disclose the contents of this Agreement unless there is a legitimate business need for the disclosure.

In the event any Party breaches its obligation of confidentiality, the other Party will suffer damages in an amount which will be impractical or extremely difficult to ascertain. As such, if Plaintiff is the breaching Party, she agrees to pay to Defendant, and if Defendant is the breaching Party, it agrees to pay to Plaintiff, as liquidated damages, the sum of One Thousand Dollars and Zero Cents (\$1,000.00) for each proven breach of the confidentiality provision of this Agreement up to a maximum of \$2,000. It is also specifically agreed that liquidated damages shall be due and payable by the breaching Party on each and every separate proven breach of this Section 4. The Parties acknowledge that this provision for liquidated damages does not constitute a penalty or forfeiture within the meaning of Civil Code §§ 3275 or 3369 or any other provision of California law. The Parties further acknowledge that the payment of damages pursuant to this provision does not abrogate or affect in any way the terms of this Agreement.

5. NO OTHER GOVERNMENTAL OR COURT FILINGS

Plaintiff warrants and represents that except for the Action, pending in the Superior Court of California for the County of Los Angeles, he has not filed any affirmative claim, charge, or lawsuit concerning her employment with Employer with any governmental agency or court, and will not file any other affirmative charges, lawsuits, or claims against Employer, based on events occurring prior to the Effective Date of this Agreement with any state or federal administrative agency or court, and shall immediately dismiss or withdraw any such existing claims, if any. Other than the Action, Plaintiff has not participated, assisted, or cooperated, and will not participate, assist, or cooperate, in any claim, charge, suit, complaint, action, or proceeding against Employer, unless and to the extent required or compelled by law. Plaintiff has not and will not encourage and/or solicit any third party to file any claim, charge, suit, complaint, action, or proceeding against Employer. This provision does not apply to charges challenging the

validity of the Agreement under the Age Discrimination in Employment Act or any other charges that cannot be waived as a matter of law.

6. INDEMNIFICATION.

Plaintiff shall be solely responsible for the payment of employee-side taxes on said amount, if any. Plaintiff further agrees to indemnify and hold harmless the Released Parties against any assessment of employee-side payroll, withholding, FICA, or other taxes or penalties should any such taxes or penalties be assessed against the released parties as a result of the payment set forth above. Plaintiff further acknowledges that neither Defendant nor any of its representatives or attorneys have made any promise, representation, or warranty, express or implied, regarding the tax consequences of any consideration paid to Plaintiff pursuant to this Agreement. Plaintiff further acknowledges that Defendant has no obligation to indemnify or defend Plaintiff in any tax proceedings or from any tax consequences that could result from payments made in accordance with this Agreement.

7. NO ADMISSION HEREBY.

The parties understand and agree that this is a compromise settlement of a disputed claim or disputed claims, entered into solely in order to save the time and expense of further litigation, and that neither this agreement nor the furnishing of the consideration for this agreement shall be deemed or construed as an admission of liability or wrongdoing on the part of any of the Released Parties, or be admissible as evidence in any proceeding other than for the enforcement of this agreement.

8. ENTIRE AGREEMENT.

This Agreement contains the entire agreement and understanding concerning the subject matter hereof between the parties and supersedes and replaces all prior negotiations, proposed agreements and agreements, written or oral. Each of the parties hereto acknowledges that neither any of the parties hereto, nor the agents or attorneys of any other party whomsoever, has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject hereof, to induce any other party to execute this Agreement and acknowledges and warrants that he, she or it is not executing this Agreement in reliance on any promise, representation or warranty not contained herein.

9. NO ASSIGNMENT.

The parties declare that they have made no assignment and will make no assignment of the claims which are being released and discharged by this Agreement.

10. SUCCESSORS AND ASSIGNS.

This Agreement, including the releases herein contained, shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the respective parties.

11. AMENDMENTS AND MODIFICATIONS.

This Agreement may not be amended or modified other than by an instrument in writing, signed by the party against whom enforcement of the amendment or modification is sought.

12. NO WAIVER.

A waiver by a party of a breach of any of the terms of this Agreement shall not be construed as a waiver of any succeeding breach of the same or any other term of this Agreement.

13. SEVERABILITY

If any term of this Agreement is declared invalid for any reason, such determination shall not affect the validity of the remainder of the Agreement. The remaining parts of this Agreement shall remain in effect as if the Agreement had been executed without the invalid term.

14. GOVERNING LAW.

This Agreement is to be governed by, and construed in accordance with, the laws of the State of California.

15. EACH PARTY TO BEAR OWN FEES AND COSTS.

Each party hereto shall bear its own costs and attorneys' fees incurred in connection with this Agreement.

16. FURTHER DOCUMENTS AND ACTS.

The parties agree to execute all additional documents and take such other actions as are necessary or appropriate to complete and document this Agreement.

17. INTERPRETATION.

This document was mutually negotiated and drafted by the parties. No provision of this Agreement shall be interpreted for, or against, a party because such party drafted or requested such provision.

18. COUNTERPARTS.

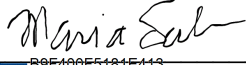
This Agreement may be signed in counterparts, each of which shall be deemed an original for all purposes.

19. REPRESENTATION BY COUNSEL.

The parties acknowledge that they have been represented by counsel of their own choice in executing this Settlement Agreement.

MARIA SALCEDO

Dated: 9/26/2022

DocuSigned by:

B9F400F5181E413...

Maria Salcedo

TITAN SENQUEST MANAGEMENT, INC.

Dated: _____

Title: _____

Dated: _____

Maria Salcedo

TITAN SENQUEST MANAGEMENT, INC.

Dated: 9/28/2022 _____



Title: President _____

EXHIBIT 12