

SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and General Release of all Claims ("Settlement Agreement") is entered into by and between Donis Estrada ("Plaintiff") and Cali-Fame of Los Angeles, Inc. and Brian Kennedy ("Defendants"). The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendants or both, as may be appropriate.

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

(a) On November 30, 2020, Plaintiff brought an action concerning Plaintiff's employment with Defendants and pay during that employment, which is pending as *Donis Estrada v. Cali-Fame of Los Angeles, Inc. and Brian Kennedy*, Case No.: 20STCV45821 in the Los Angeles County Superior Court (the "Action"). In the Action, Plaintiff asserts the following causes of action: (1) Disability Discrimination; (2) Retaliation (Fair Employment and Housing Act); (3) Harassment based on Disability; (4) Retaliation in Violation of Labor Code §1102.5; (5) Wrongful Termination in Violation of Public Policy; (6) Unpaid Wages; (7) Failure to Provide Meal Breaks; (8) Failure to Provide Rest Breaks; (9) Failure to Provide Accurate Itemized Wage Statements; (10) Unfair Business Practice B&P Code §17200; (11) Failure to Produce Personnel File; (12) Private Attorneys' General Act (PAGA). (the "Action"). Plaintiff prays for civil penalties, attorneys' fees pursuant to the California Labor Code, interest and costs. Plaintiff has agreed to settle the PAGA claims, which is memorialized in the separate PAGA Settlement Agreement attached hereto as Exhibit A;

(b) There has been no determination on the merits of the Action but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against the Released Parties (as defined in Paragraph 6(a) below) as of the date of execution of this Settlement Agreement.

2. **Non-Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties (as defined in Paragraph 6(a) below) of wrongdoing or evidence of any liability or unlawful conduct of any kind.

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

(a) In consideration for signing this Settlement Agreement and complying with its terms, Plaintiff will be paid the total gross sum of ONE HUNDRED TWENTY-FIVE DOLLARS AND ZERO CENTS (\$125,000) ("Gross Settlement Amount") which will be paid by Defendants or on behalf of Defendants as follows:

(1) To Donis Estrada, as compensation for lost and unpaid wages, the gross sum of ONE THOUSAND DOLLARS (\$10,000.00), less lawful deductions, as compensation for alleged lost wages, made payable to Plaintiff but sent to his attorney, with said amount to be reported on an IRS Form W-2 as appropriate;

(3) To Chami Law, PC Client Trust Account (“Plaintiff’s Counsel”) the sum of ONE HUNDRED FIFTEEN DOLLARS AND ZERO CENTS (\$115,000.00) for Plaintiff’s non-economic damages, attorneys’ fees and costs.

(b) Neither counsel for the Parties, Plaintiff, or Defendants intend anything contained herein to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall it be relied upon as such. The Parties should rely exclusively upon, his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement and any payments resulting from this Settlement. Plaintiff acknowledges that he is solely responsible for all tax obligations which may arise as a consequence of receipt of the settlement payments to her or his counsel, and will pay any taxes, penalties, or other costs assessed in connection with the payment of the Settlement Payments with the exception of amounts withheld from the first of the check referenced in Paragraph 3(a)(1) above, which represents the employer-side payroll taxes, which shall be Defendants’ sole responsibility. Plaintiff shall cooperate in the defense of any tax claims brought against Defendant Releasees, and shall defend, indemnify and hold harmless Defendants Releasees in the event any taxing authority seeks payment of taxes, interest, penalties, or other assessments from Defendants Releasees in connection with the payment of the Settlement Payments, with the exception of employers-side payroll taxes, provided that Defendants first provide notice to Plaintiff’s Counsel within 5 business days of receipt of any claims for taxes.

(c) The payment to Plaintiff allocated as wages in Paragraph 3(a) (1) constitutes the settlement and compromise of a bona fide dispute regarding whether any wages are due to Plaintiff.

(d) This settlement is contingent upon the Court’s Approval of the Dismissal of the 12th cause of action for PAGA, without prejudice.

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

5. **Dispersal of Settlement Funds/Dismissal of Action.**

(a) Provided Plaintiff does not revoke this Agreement within the allotted time, within 30 calendar days after Diana M. Estrada, Esq., of Wilson, Elser, Moskowitz, Edelman & Dicker LLP (“Defendants’ Counsel”) receives all of the following: (i) the Settlement Agreement bearing the original, or electronic signature via DocuSign or similar electronic signature platform, of Plaintiff; (ii) a fully-executed Request for the Taxpayer Identification Number and Certification (IRS Form W-9) for Plaintiff and Plaintiff’s Counsel, and updated W-4 from Plaintiff; and (iii) Plaintiff has complied with and continue to comply with Paragraph 12 of this Settlement Agreement by attempting to remove and delete any and all negative reviews, Plaintiff has disseminated on the internet or elsewhere, of Defendants and/or its products, Defendants’ through Counsel, shall deliver to c/o Chami Law, PC, 11845 W. Olympic Boulevard, Suite 700, Los Angeles, CA 90064 the Gross Settlement Amount, described more fully in Section 3(a) above. If the date by which the payment described more fully herein is to

be made available to Plaintiff's Counsel falls on a Saturday, Sunday or legal holiday in the State of California, then the date said payment shall be made available to Plaintiff's Counsel shall be the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(c) Plaintiff shall file the Request for Dismissal with prejudice of Causes of Action 1 through 11, in Plaintiff's First Amended Complaint and a Request for Dismissal without prejudice of the PAGA Cause of Action set forth as the 12th Cause of Action in the First Amended Complaint, within five days after receipt of the settlement sums set forth in Section 3(a) above. No Party, including any of the named Defendants or Released Parties shall claim to be the prevailing party in the Action. Should any Party to this agreement including any of the named Defendants or any of the Released Parties claim to be the prevailing party in the Action, this Settlement Agreement will become null and void.

6. **General Release of Claims.**

(a) Plaintiff, individually and on behalf of Plaintiff's heirs, executors, administrators, representatives, attorneys, successors and assigns knowingly and voluntarily releases and forever discharges Defendants, including its parent corporation, affiliates, subsidiaries, divisions and predecessors, insurers, successors and assigns, including, its current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against the Released Parties as of the date of his execution of this Settlement Agreement ("Released Claims") including, but not limited to, any alleged violation of:

- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Employee Retirement Income Security Act of 1974 ("ERISA");
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967 ("ADEA");
- The Workers Adjustment and Retraining Notification Act;
- The Occupational Safety and Health Act;
- The Sarbanes-Oxley Act of 2002;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;

- The Genetic Information Nondiscrimination Act of 2008;
- California Family Rights Act - Cal. Gov't Code § 12945.2;
- California Fair Employment and Housing Act - Cal. Gov't Code § 12900 et seq.;
- California Unruh Civil Rights Act - Cal. Civ. Code § 51 et seq.;
- Statutory Provisions Regarding the Confidentiality of AIDS Information - Cal. Health & Safety Code § 120775 et seq.;
- California Confidentiality of Medical Information Act - Cal. Civ. Code § 56 et seq.;
- California Parental Leave Law - Cal. Lab. Code § 230.7 et seq.;
- California Apprenticeship Program Bias Law - Cal. Lab. Code § 3070 et seq.;
- California Equal Pay Law - Cal. Lab. Code § 1197.5;
- California Whistleblower Protection Law - Cal. Lab. Code § 1102.5;
- California Military Personnel Bias Law - Cal. Mil. & Vet. Code § 394;
- Statutory Provision Regarding California Family and Medical Leave - Cal. Lab. Code § 233;
- Statutory Provisions Regarding California Electronic Monitoring of Employees Cal. Lab. Code § 435; The California Occupational Safety and Health Act, as amended, California Labor Code § 6300 et seq., and any applicable regulations thereunder;
- California Obligations of Investigative Consumer Reporting Agencies Law - Cal. Civ. Code § 1786.10 et seq.;
- California Political Activities of Employees Law - Cal. Lab. Code § 1101 et seq.;
- California Domestic Violence Victim Employment Leave Law - Cal. Lab. Code § 230.1;
- California Court Leave Law - Cal. Lab. Code § 230;
- Those other provisions of the California Labor Code that lawfully may be released including but not limited to § 2699 *et seq.*;
- Any other federal, state or local civil or human rights law or any other federal, state or local law, regulation or ordinance;
- Any public policy, contract, tort or common law; or
- Any basis for recovering costs, fees or other expenses including attorneys' fees incurred in these matters.

(b) Notwithstanding the foregoing, the Parties agree that this general release does not apply to any claims Plaintiff may have for worker's compensation benefits, unemployment insurance or indemnification as provided by state law as well as any other claims that cannot lawfully be released.

(c) Notwithstanding the foregoing, the foregoing, the Parties also agree that this general release shall not apply to any vested benefits accrued by Plaintiff prior to the effective date of this Settlement Agreement under any compensation or benefit plans, programs and arrangements maintained by Defendants for the benefit of its employees and subject to ERISA or with respect to any other compensation and benefits set forth in this Settlement Agreement.

(d) If any claim is not subject to release, to the extent permitted by law, Plaintiff waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which Defendants or any of the other Released Parties identified in this Settlement Agreement is a party. Plaintiff acknowledges and agrees Plaintiff was not and is not an aggrieved employee for purpose of maintaining a representative action against the Released Parties under California Labor Code § 2699 et seq. (“the California Private Attorneys General Act”). Plaintiff represents and warrants Plaintiff will not file or refile or lodge any claim, complaint or action against any of the Released Parties seeking relief under the California Private Attorneys General Act, including any claims with the Labor and Workforce Development Agency or Department of Industrial Relations, and agrees not to file or lodge a Private Attorneys General Act claim in the future. Plaintiff acknowledges and agrees these representations and promises are material to this Settlement Agreement, Defendants provided the consideration set forth herein because of them, and Plaintiff’s false representation or violation of these promises is a material breach of this Settlement Agreement entitling Defendants to remedy, including without limitation rescission of this Settlement Agreement and recoupment of the consideration provided hereunder.

(e) Defendants agree to unconditionally release and forever discharge Plaintiff and Plaintiff’s heirs, from and on account of any and all claims, demands, actions, causes of action, obligations, damages, losses, costs, liabilities, or charges of any nature or kind whatsoever against them, existing as of the date of the agreement whether known or unknown, asserted or unasserted, choate or inchoate, as related to or contained in the Action.

7. **Waiver of California Civil Code section 1542.** To effect a full and complete general release as described above, Plaintiff expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or 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.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge, the Plaintiff expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims the Plaintiff does not know or suspect to exist in his favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. The Plaintiff

warrants he has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that he has consulted with or had the opportunity to consult with counsel of his choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that he understands this Settlement Agreement and the section 1542 waiver, and so the Plaintiff freely and knowingly enters into this Settlement Agreement. The Plaintiff further acknowledges that he later may discover facts different from or in addition to those he now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so the Plaintiff agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. The Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to them relating thereto.

8. Acknowledgements and Affirmations.

(a) Plaintiff affirms that other than his workers' compensation matter, his complaint filed with the Department of Fair Employment and Housing in reference to the claims made in the Action, and the notice to the Labor and Workforce Development Agency, dated August 19, 2020, regarding the PAGA claims set forth in the Action, Plaintiff has not filed or caused to be filed any claim, complaint or action against any of the Released Parties in any forum or form, other than the Action, and that Plaintiff presently is not a party to any claim, complaint or action against any of the Released Parties in any forum or form, other than the Action.

(b) Plaintiff further affirms that, except as alleged in the Action, Plaintiff has been paid or has received all compensation, wages, bonuses, commissions and benefits to which Plaintiff may be entitled and that no other leave (paid or unpaid), compensation, wages, bonuses, commissions or benefits are due to Plaintiff.

(c) Plaintiff further affirms that, Plaintiff has not been retaliated against for reporting any allegations of wrongdoing by Defendants or any of its officers, directors or employees including, but not limited to, allegations of corporate fraud.

(d) The Parties acknowledge that this Settlement Agreement does not limit any Party's right, where applicable, to file or participate in any investigative proceeding of any federal, state or local government agency. To the extent permitted by law, Plaintiff agrees that if such an administrative charge is made, Plaintiff shall not be entitled to recover any individual monetary relief or other individual remedies.

9. Confidentiality.

(a) Plaintiff agrees that Plaintiff will not publicize or disclose or cause or knowingly permit or authorize the publicizing or disclosure of the fact of this Settlement Agreement, the contents of this Settlement Agreement or of the negotiations leading up to it (hereafter collectively referred to as "Confidential Information") to any person, firm, organization or entity of any and every type, public or private, for any reason, at any time, without the prior written consent of Defendants unless otherwise compelled by operation of law. The Parties

acknowledge their intention that the provisions of this Section 9 create no liability for disclosures made: (i) prior to Plaintiff's execution of this Settlement Agreement; (ii) by persons from public information released prior to Plaintiff's execution of this Settlement Agreement; (iii) pursuant to Paragraph 19 below to enforce the terms of this Settlement Agreement; or (iv) as otherwise compelled by operation of law. Plaintiff further acknowledges that no disclosures shall be made to any publication or reporting service regarding settlements and verdicts.

(b) The foregoing notwithstanding, Plaintiff represents that he has not directly or indirectly disclosed any Confidential Information to any unauthorized third party prior to Plaintiff's execution of this Settlement Agreement.

(c) Plaintiff is permitted to disclose Confidential Information to Plaintiff's attorneys, accountants, health care providers, sexual assault counselors, and other persons who hold a legal privilege, and spouses and domestic partners. However, each such person to whom Plaintiff discloses Confidential Information shall be bound to the confidentiality provisions hereof and any disclosure of Confidential Information by any such person so informed shall constitute a breach by Plaintiff of Paragraph 9(a) above. Plaintiff also is permitted to disclose the amount of consideration set forth in Section 3(a) above, as required by law, to governmental taxing authorities. In response to inquiries from third parties concerning the status of this dispute or which would require the disclosure of Confidential Information, Plaintiff only will state that the dispute has been resolved or settled and that he cannot talk about it.

(d) It is agreed that in the event of a proven breach of the provisions of this Section 9 by Plaintiff, it would be impractical or extremely difficult to fix actual damages to Defendants. Therefore, Plaintiff agrees that in the event of such a proven breach, Plaintiff shall pay to Defendants, as liquidated damages, and not as penalty, the sum of \$7,500, plus attorneys' fees per proven breach which represents reasonable compensation to Defendants for the loss incurred because of such a breach.

10. **No Transfer/Assignment of Claims.** Plaintiff warrants and represents that Plaintiff has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Settlement Agreement. Plaintiff agrees that he solely is responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold the Released Parties harmless against any liens, damages, penalties, fines, fees, assessments, taxes or attorneys' fees that may be imposed against or incurred by any of the Released Parties as a result of the actions of any lien holder or any lien claimant or any taxing authority or any court in relation to any interest which any third party may have in any claim which Plaintiff is releasing under this Settlement Agreement or any interest in any of the proceeds paid to Plaintiff or Plaintiff's Counsel under this Settlement Agreement.

11. **Neutral Reference to Plaintiff's Prospective Employers and/or Other Third Parties.** Plaintiff shall direct all individuals inquiring about Plaintiff's employment with Defendants to its Human Resources Department, which will follow its policy and provide only the dates of Plaintiff's employment and the position Plaintiff held while employed by Defendants.

12. **Non-Disparagement.** As a material term of this Agreement, Plaintiff shall fully cooperate with the Defendants to remove and delete any and all negative reviews, Plaintiff has disseminated on the internet or elsewhere, of Defendants and/or its products, including but not limited to his Google review of Cali-Fame's Cali-Headwear as set forth in the attached Exhibit A to this Settlement Agreement.

On and after the date of this Agreement, Plaintiff and Defendants' officers and directors, agree not to take any actions or make any statements that are intended or could reasonably be expected to harm either of the others in their reputations or be expected to lead to unwanted or unfavorable publicity to the others. Nothing in this Agreement impedes the Parties' ability to testify truthfully in any official proceeding in an appearance pursuant to legal process or by the written request of a legislature or administrative agency.

13. **Consideration and Revocation Periods - Notice.**

(a) Plaintiff acknowledges that Plaintiff already has attained the age of 40 and understands that this is a full release of all existing claims whether currently known or unknown including, but not limited to, claims for age discrimination under the Age Discrimination in Employment Act.

(b) Plaintiff further acknowledges that Plaintiff has been advised to consult with an attorney of Plaintiff's own choosing before signing this Settlement Agreement, in which Plaintiff waives important rights, including those under the Age Discrimination in Employment Act.

(c) By executing this Settlement Agreement, Plaintiff also acknowledges that Plaintiff has been afforded at least 21 calendar days to consider the meaning and effect of this Settlement Agreement and to discuss the contents and meaning of this Settlement Agreement, as well as the alternatives to signing this Settlement Agreement, with an attorney of Plaintiff's choosing, and has done so. Plaintiff agrees that the 21-day consideration period began on the date this Settlement Agreement first was delivered to Plaintiff and that if Defendants change any of the terms of the offer contained in this Settlement Agreement (whether the changes are material or not), the 21-day consideration period shall not be restarted but shall continue without interruption.

(d) Plaintiff understands that the releases contained in this Settlement Agreement do not extend to any rights or claims that Plaintiff has under the Age Discrimination in Employment Act that first arise after execution of this Settlement Agreement.

(e) If Plaintiff signs this Settlement Agreement before the 21-day consideration period expires, the 7-day revocation period (described in Paragraph 12(t) below) immediately shall begin. If Plaintiff signs this Settlement Agreement before the 21-day consideration period expires, Plaintiff agrees that Plaintiff knowingly and voluntarily has accepted the shortening of the 21-day consideration period and that Defendants have not promised Plaintiff anything or made any representations that are not contained in this Settlement Agreement. In addition, if Plaintiff signs this Settlement Agreement before the 21-day consideration period expires, Plaintiff acknowledges and affirms that Defendants have not threatened to withdraw or alter the

offer contained in this Settlement Agreement prior to the expiration of the 21-day consideration period.

(f) Plaintiff may revoke this Settlement Agreement for a period of seven calendar days following the date Plaintiff executes this Settlement Agreement. Any revocation during this period must be submitted in writing and state, "I hereby revoke my acceptance of our Settlement Agreement and General Release of All Claims." The revocation must be mailed to Diana M. Estrada, Esq., Wilson Elser Moskowitz Edelman & Dicker, 555 South Flower Street, Suite 2900, Los Angeles, California 90071, and postmarked within seven calendar days after Plaintiff's execution of this Settlement Agreement. The foregoing notwithstanding, this Settlement Agreement shall not become effective and enforceable until the seven-day revocation period has expired.

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

(a) Plaintiff acknowledges Plaintiff solely is responsible for any liens made in connection with any services performed on Plaintiff's behalf by any attorney, consultants, expert witnesses or healthcare providers. Each Party is solely responsible for any fees and costs, he or it has incurred including, but not limited to, fees for attorneys, consultants and expert witnesses. Despite the fact a portion of the gross sum set forth in Section 3(a) above is being paid to Plaintiff's Counsel, Plaintiff acknowledges that none of the Released Parties are responsible for the payment of any fees incurred on behalf of Plaintiff in connection with the prosecution of the Action.

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

15. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California provided, however, that parol evidence shall not be admissible to alter, vary or supplement the term of this Settlement Agreement. Should any provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party may institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing party in that action shall be entitled to recover reasonable attorney's fees.

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

17. **Miscellaneous.**

(a) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

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

(c) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly.

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

18. **Entire Agreement.** This Settlement Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties hereto. Plaintiff acknowledges that Plaintiff has not relied on any representations, promises or agreements of any kind made to Plaintiff in connection with Plaintiff's decision to accept this Settlement Agreement, except for those set forth in this Settlement Agreement.

19. **Continuing Jurisdiction.** Pursuant to Code of Civil Procedure section 664.6, the Parties agree that the Court shall retain jurisdiction over the parties to enforce the Agreement until performance in full of the terms of the Agreement. The Parties may file a motion to enforce this Agreement and the Court, upon motion, may enter judgment pursuant to the terms of the Agreement. The prevailing party on such motion, or action, to enforce this Agreement shall be entitled to reasonable attorney's fees. The Agreement shall be enforceable, binding, and admissible or subject to disclosure for purposes of seeking enforcement.

PLAINTIFF UNDERSTANDS AND ACKNOWLEDGES THAT PLAINTIFF HAS AT LEAST 21 CALENDAR DAYS TO REVIEW THIS SETTLEMENT AGREEMENT PRIOR TO EXECUTION OF THIS SETTLEMENT AGREEMENT. PLAINTIFF FURTHER UNDERSTANDS AND ACKNOWLEDGES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS SETTLEMENT AGREEMENT DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL 21 CALENDAR DAY CONSIDERATION PERIOD.

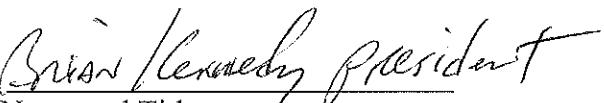
HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH IN PARAGRAPH 3(a) ABOVE, PLAINTIFF FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS SETTLEMENT AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS PLAINTIFF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

Executed on 4/12/22


DONIS ESTRADA, Plaintiff

Executed on 4/12/22

CALI-FAME OF LOS ANGELES, INC.

By: 
Name and Title:

Executed on 4/12/22


BRIAN KENNEDY

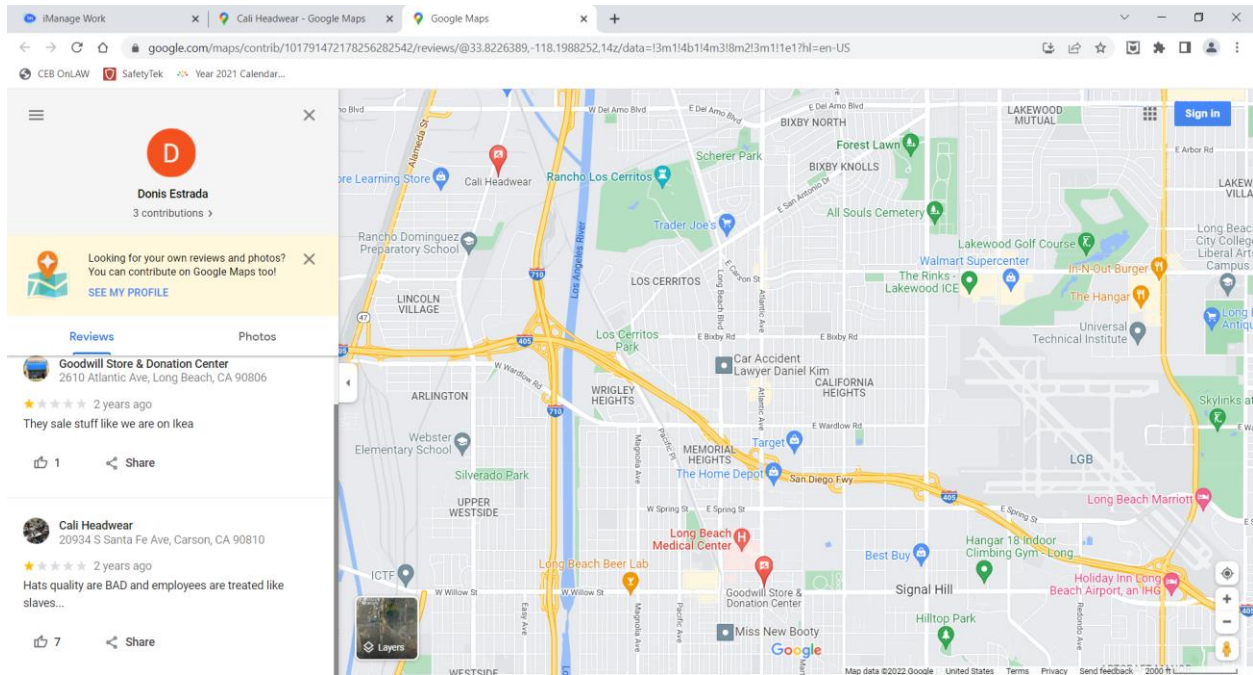
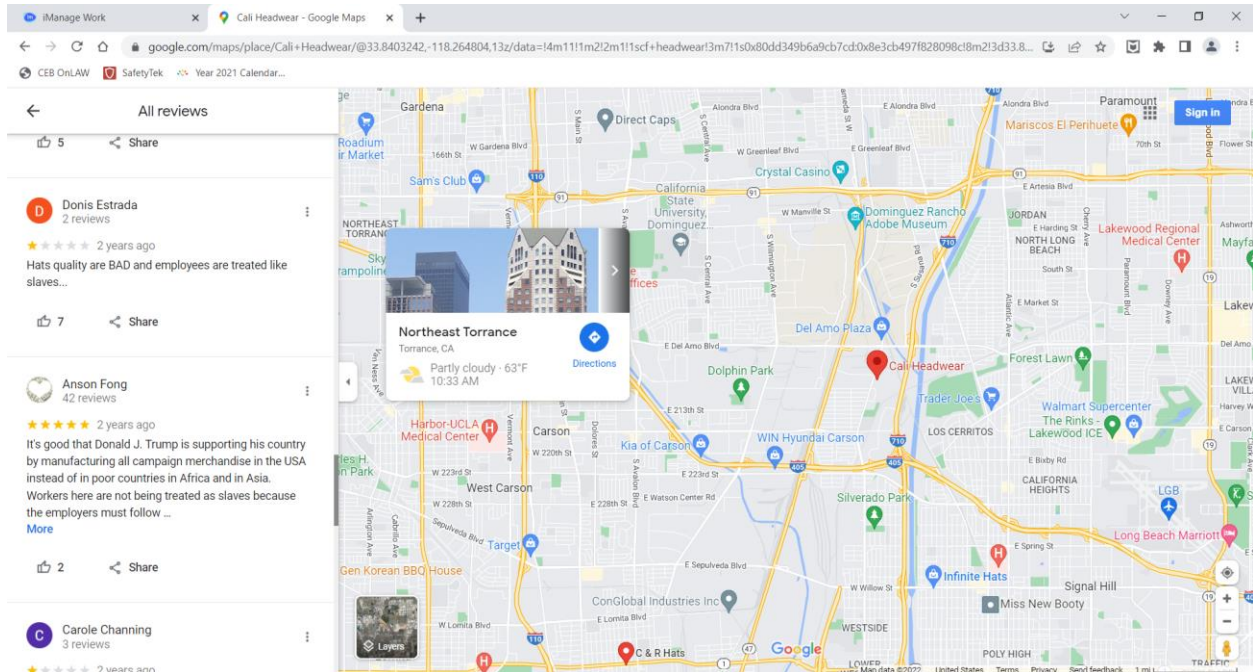


EXHIBIT A TO SETTLEMENT AGREEMENT AND RELEASE (LASC Case No. 20STCV45821)