

CONFIDENTIAL INDIVIDUAL SETTLEMENT AGREEMENT AND RELEASE

Jonathan Martinez v. Del Rio Care, LLC

(San Diego County Superior Court, Case Number 37-2020-00014368-CU-OE-CTL)

This Confidential Individual Settlement Agreement and Release (“Agreement”) is made by and between Plaintiff Jonathan Martinez (referred to herein as “Plaintiff”) and Del Rio Care, LLC (referred to herein as “Defendant”), (hereinafter, collectively referred to as the Parties)” Subject to the approval of the Court of a concurrent PAGA settlement agreement executed between the parties described below, the settlement of the Action (as defined below) shall be effectuated upon and subject to the following terms and conditions. Capitalized terms as used herein shall have the meanings set forth elsewhere in this Agreement.

RECITALS

- A. WHEREAS, on September 15, 2020, Plaintiff notified the Labor and Workforce Development Agency (“LWDA”) of his intent to file an action under California’s Private Attorneys General Act, California Labor Code § 2698 *et seq.* (“PAGA”) (the “LWDA Letter”). Plaintiff allowed the LWDA an opportunity to investigate his claims as required by the Labor Code.
- B. WHEREAS, on or about November 30, 2020, Plaintiff filed an action against Defendant in the Superior Court of California, County of San Diego, Case Number 37-2020-00014368-CU-OE-CTL (“Action”). The Action contained a single cause of action under the PAGA related to Plaintiff’s employment with Defendant. The allegations contained in the Action are incorporated by reference in these Recitals.
- C. WHEREAS, Defendant denies all allegations.
- D. WHEREAS, Plaintiff and Defendant are desirous of adjusting and finally settling any and all existing or potential claims, contentions and disputes between each other, their agents, attorneys, servants, employees and assigns, as more fully set forth below, for any event or occurrence in any way related to the matters set forth in the Action, such that a full, final and complete resolution of any claims between the Parties may be effected.
- E. WHEREAS, all Parties desire to be released from any present and potential liability or obligation and desire to compromise all disputes and claims arising between them based on or arising out of the facts of the Action in consideration of the benefit to be received from avoidance of any further expenses and costs of litigation and agree to enter into this Agreement.
- F. WHEREAS, although each Party disputes any claims the other Party may allege for relief, damage, fees, costs, or expenses in connection with the Action, and specifically denies any liability therefor, the Parties desire to avoid the risks and expenses attendant to litigation and to reach a compromise and settlement of all matters, claims, and causes of action on the terms described herein. As set forth below, the Parties wish to forever release, waive, and discharge all claims whatsoever they have against each other resulting from, or in connection with, the foregoing allegations, in exchange for the consideration set forth below as currently constituted as of the date of execution of this Agreement, subject to Court approval, and with no modifications now or in the future.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

A. Definitions

1. “Action” means the case entitled *Jonathan Martinez v. Del Rio Care, LLC* pending in the Superior Court of the State of California for the County of San Diego (“Court”), Case No. 37-2020-00014368-CU-OE-CTL.

2. “Individual Settlement Agreement” means this Confidential Individual Settlement Agreement and Release.

3. “PAGA Settlement” or “PAGA Settlement Agreement,” means the Private Attorneys General Act (Labor Code section 2698 *et seq.*) Settlement Agreement and Release executed by the Parties concurrently with this Individual Settlement Agreement.

4. “Defense Counsel” means Sam Sherman, Esq. and Corrin Johnson, Esq. of Tencer Sherman, LLP, 12520 High Bluff Drive, Suite 230, San Diego, CA 92130.

5. “Effective Date” means the date the concurrently executed PAGA Settlement is approved by the Court, as provided herein.

6. “General Release Payment” means the payment made to Plaintiff in consideration for executing this Settlement Agreement and providing a complete and general release of all claims against the Released Parties. The General Release Payment shall not exceed Five Thousand Dollars (\$5,000.00) and Defendant shall not oppose or object to any request made consistent with this section.

7. “Plaintiff’s Counsel” means Daniel F. Gaines Esq., Alex P. Katofsky, and Sepideh Ardestani, Esq., of Gaines & Gaines, APLC, 27200 Agoura Rd., Suite 101, Calabasas, California 91301.

8. “Settlement Approval” means the settlement approval order that will be entered by the Court.

B. Consideration

1. **Monetary Settlement Components:** Provided that the Court approves the PAGA Settlement and the Effective Date occurs, no later than fifteen (15) calendar days after the Effective Date and in addition to the PAGA Settlement amount, the Parties agree that Defendant will pay Five Thousand Dollars and Zero Cents (\$5,000) to Plaintiff in return for a release of his employment with Defendant (“Plaintiff’s Individual Claims”), allocated as follows:

(a) Payment of five hundred dollars (\$500.00) less all relevant taxes and other withholdings, in full satisfaction of all claims Plaintiff may have for alleged lost/unpaid wages, back

pay, front pay, or benefits to be paid to Plaintiff. Defendant shall issue a Form W-2 to Plaintiff for this amount.

(b) Payment of four thousand five hundred dollars (\$4,500.00), in full satisfaction of all other claims. Plaintiff will be issued a Form 1099-MISC for this amount.

(c) The Parties agree that no payments required under this Paragraph may be issued unless (1) Plaintiff and Plaintiff's Counsel have executed this Agreement and provided a signed copy of the Agreement to Defendant; (2) the time to rescind under the ADEA as set forth in Paragraph 5 of this Agreement has passed and Plaintiff has not rescinded this Agreement; and (3) the Effective Date has passed.

2. **Payments Under this Agreement are Conditional Pending Court Approval:**

(a) This Agreement is made conditional upon Court approval of the concurrently executed PAGA Settlement Agreement. All terms set forth in the PAGA Settlement Agreement are incorporated by reference herein. The parties agree that Plaintiff's Counsel shall be responsible for obtaining approval of the PAGA Settlement, and Defendant agrees not to oppose Plaintiff's Motion or Joint Stipulation for Court Approval of the PAGA Settlement Agreement. Plaintiff and his counsel shall seek the Court's approval of the PAGA Settlement within twenty-one (21) business days of execution by the Parties. In seeking Court Approval of the PAGA Agreement, Plaintiff shall attach only a copy of the PAGA Settlement Agreement and shall not include a copy of this Individual Settlement Agreement. If the Court conditions its approval on reviewing this Individual Settlement Agreement, then Plaintiff shall submit a copy to the Court under seal for in camera review. If the Court does not approve the PAGA Agreement, as written and agreed to by the parties, then this Individual Settlement Agreement shall be null and void.

(b) The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Agreement, and other efforts that may become necessary to effectuate this Agreement and the terms set forth herein.

3. **Tax Liability:** Neither the Parties nor their counsel make any representation as to the tax treatment or legal effect of any Settlement Payments. Plaintiff is not relying on any statement or representation by Defendant and Defendant's Counsel regarding the tax allocation or treatment of any amounts paid to them under the terms of this Agreement. The Parties further agree to hold Defendant harmless for any and all tax consequences related to the allocation of the payments made under this Section. Plaintiff understands and agrees that he will be solely responsible for the payment of any taxes and penalties assessed on the respective payments made to him, as described herein. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendant into compliance with any such changes.

4. **Attorneys' Fees and Costs.** Except as otherwise provided for in this Agreement, the Parties, and each of them, shall bear their own costs, expenses and attorneys' fees in connection with this Agreement and the Action.

5. **ADEA Claims.** Plaintiff expressly understands that, by signing this Agreement, he waives any claims under the Age Discrimination in Employment Act. Plaintiff understands that he enters into this Agreement either with the advice of counsel or that he explicitly waived his right to seek legal counsel in relation to this Agreement. Plaintiff expressly understands that he either has been given twenty-one (21) days to consider this release or that, by signing the Agreement below, Plaintiff has expressly waived that right. Plaintiff also understands that he has seven (7) days from signing to revoke this Agreement.

6. **Settlement Based on Objective Analysis.** The Parties to this Agreement acknowledge that the Agreement is based upon an analysis of the rights and liabilities of the Parties, and was made after due consideration of those rights and liabilities, as well as the costs of future litigation in the Action.

7. **No Admission of Liability.** Nothing in this Agreement shall be deemed or construed to be an admission of wrongdoing or liability on the part of any of the Parties hereto, and such liability or wrongdoing is specifically denied. The Parties have maintained and continue to maintain that their Action were and are lawful and proper.

8. **LWDA Notice.** Pursuant to California Labor Code § 2699(I), Plaintiff will provide a copy of the PAGA Settlement Agreement to the LWDA concurrently with the filing of the motion or stipulation for approval of the PAGA Settlement. Plaintiff will also file a declaration in support of his motion or stipulation for Settlement Approval confirming that he has submitted the Settlement to the LWDA in compliance with Labor Code § 2699(I). Plaintiff will not submit a copy of this Individual Settlement Agreement to the LWDA, unless required by the Court or the LWDA.

9. **Release of Defendant.**

(a) Without in any way limiting the generality of the foregoing, this Individual Settlement Agreement constitutes a full release and disclaimer of any and all claims arising out of or relating in any way to work performed by Plaintiff for the benefit of Defendant.

(b) For and in consideration of the payment to Plaintiff set forth in Paragraph 1 of this Individual Settlement Agreement, which the Parties acknowledge there is sufficient consideration to support this Agreement, and to the fullest extent permitted by law, Plaintiff Martinez and his issue and heirs at law, as well as Plaintiff Martinez' heirs, executors, administrators, trustees, legal representatives, experts, successors and assigns (hereinafter, collectively referred to as "Releasors"), hereby agree to waive all claims against and forever release and discharge the Released Parties from any claims, causes of action, liability, or damages that Releasors may have against Released Parties, whether known or unknown to Releasors, from the beginning of time until the date Plaintiff signs this Agreement. This waiver and release includes, but is not limited to, any claims arising out of Plaintiff's employment with Defendant under any federal, state or local statute, regulation, ordinance, common law, tort, contract (express or implied), public policy, whistleblower law, wrongful discharge or any other obligation including any claims arising under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§2000(e), et seq. and the Civil Rights Act of 1991, 2 U.S.C. §§ 601, et seq., the Age Discrimination

in Employment Act of 1967, 29 U.S.C. §§ 621, et seq., the Older Workers Benefit Protection Act of 1990, 29 U.S.C. §§ 621, et seq., the Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601, et seq., the National Labor Relations Act., the Economic Dislocation and Worker Adjustment Assistance Act, 41 U.S.C. §§ 701, et seq. or the Worker Adjustment and Retraining Notification Act (“WARN” Act), 29 U.S.C. §§ 2101-09 and California Labor Code §§ 1400, et seq., the Americans With Disabilities Act, the California Fair Employment and Housing Act, California Government Code §§ 12900, et seq., the Unruh Civil Rights Act, California Civil Code §§ 51-51.3, the California Family Rights Act, California Government Code § 12945.1, et seq., the California Constitution, Article I, § 1, the California Constitution, Article I, § 8, California Industrial Welfare Commission Wage Orders; Section 1981 of the Civil Rights Act of 1866, 42 U.S.C. § 1981; the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), 42 U.S.C. § 1395(c); Executive Order 11141; Section 503 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701, et seq.; California Labor Code § 132a; Section 503 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701, et seq.; the California Investigative Consumer Reporting Agencies Act, California Civil Code §§ 1786, et seq.; the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, et seq.; California Civil Code § 1798.81.5; California Business & Professions Code §§ 17200, et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. § 553, et seq., the California Labor Code, and related California statutes and regulations; Genetic Information Nondiscrimination Act of 2008; any claim or damage for loss of benefits under any collective bargaining agreement, or common law claims or causes of action relating to alleged discrimination, harassment, failure to prevent discrimination, retaliation, breach of contract or public policy, wrongful or retaliatory discharge, tortious action, inaction, or interference of any sort, negligence, assault, battery, infliction of emotional distress, defamation, libel, slander, personal or business injury, including attorneys’ fees and costs, penalties, and interest (hereinafter referred to as “Claim” or “Claims”).

(c) Plaintiff understands that, by entering into this Agreement, Plaintiff no longer has the right to assert or maintain any Claim or lawsuit of any kind attempting to recover money or any other relief against the Releasees for acts or injuries related to or arising out of any work performed for Releasee or Plaintiff’s employment with the Releasees occurring prior to the date Plaintiff signs this Agreement.

10. **Waiver of Civil Code § 1542.** The Parties voluntarily and unconditionally waive each and every right that they have or may have under § 1542 of the Civil Code of the State of California, and any similar law of any state or territory of the United States. Section 1542 provides:

C.C. § 1542. CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE.

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.

11. **Further Documents/Acts.** Each and every Party to this Agreement agrees to execute any further documents and accomplish such acts as may be necessary in order to give effect to any of the intentions expressed in this Agreement.

12. **Promises Not to Prosecute/Warranty of No Pending Claims.** Plaintiff warrants and represents that, other than the Action and the related LWDA Notice, he has not contacted any

governmental agency for the purpose of initiating a claim against Defendant or reporting potential legal violations by Defendant. Plaintiff promises not to contact any governmental agency for the purpose of making a claim against Defendant or reporting alleged violations of law by Defendant, apart from submitting this Agreement to the LWDA. Plaintiff represents and warrants that all other claims have settled, adjudicated, or resolved and will promptly be dismissed with prejudice. Plaintiff further warrants and represents that he will not be a member of any class of plaintiffs in any lawsuit or Governmental proceeding against Defendant in any venue or jurisdiction. Although Defendant disputes the existence and viability of any possible cause of action Plaintiff may allege to have against it relating to any Government proceeding or otherwise, Plaintiff warrants and represents that the value of the settlement paid to him herein would constitute more than any possible compensation he could ever claim under any Government proceeding, regulatory or statutory claim, cause of action or lawsuit individually or as part of a class, and such, upon execution of this Agreement he is not owed any compensation or wages of any kind by Defendant or any of its predecessors, successors, affiliates or related companies. Plaintiff further agrees and acknowledges that the release contained in the Agreement herein will bar any claim by Plaintiff Martinez to any monetary damages in connection with any Government claim or lawsuit covering matters covered by the Agreement or any aspect of his work with Defendant, although nothing herein will be deemed to impair the Government's independent right to enforce the law. Plaintiff further warrants and represents that he will not participate in the prosecution or defense of any such Government proceeding or lawsuit in any way related to Defendant absent Government or court compulsion. Should the releases in this Agreement be voided by the Action described above, all other aspects of the Agreement will remain in place and be enforceable.

13. **Confidentiality.** As consideration for the payment to Plaintiff set forth in Paragraph 1 of this Individual Settlement Agreement, waivers and releases contained in this Agreement, excluding any disclosures made by the Parties prior to the date of execution of this Agreement, Plaintiff and Plaintiff's counsel agree to maintain as confidential the amount of this settlement other than as required by California law, and warrant that they will not voluntarily seek publicity or provide information concerning the allegations or claims made against Defendant, the terms, facts, and/or circumstances surrounding Plaintiff's employment and/or work with Defendant, the subject Action, or the Parties' performance of their obligations or business behavior ("Confidential Information"). In the event they are requested to provide Confidential Information as part of any pending or future litigations against third parties, Plaintiff and Plaintiff's counsel will refuse to respond based on the terms of this Agreement. In the event a motion to compel is filed, Plaintiff will provide reasonable advance notice of such motion so that Defendant may be heard. This Agreement shall not bar Plaintiff from complying with any order from any Court or Arbitrator to provide Confidential Information. In the event there is a direct inquiry from a third-party concerning Plaintiff's work for Defendant or this Agreement, the Party to which the inquiry is directed shall state only that "The matter was amicably settled, there was no admission of wrongdoing by either Party, and the terms of the settlement are confidential." The Parties specifically acknowledge that they understand that this confidentiality agreement by the Parties was a material reason for the decision by the Parties to settle. Nothing in this agreement shall prohibit the Party from disclosing information to their attorneys or tax preparers.

14. **Confidential Information.** Plaintiff acknowledges and agrees that the Confidential Information is confidential, proprietary and in some cases the property of Defendant. Therefore, except as may be otherwise required by law or legal process, Plaintiff agrees to keep the Confidential Information private and confidential and to not disclose to any person or use for Plaintiff's own or any third-party's purposes any Confidential Information without the prior written consent of Defendant. In the event that Plaintiff receives a subpoena or other form of legal process seeking information subject to confidentiality, he shall notify Defendant immediately so that Defendant may take action to protect its privacy rights.

15. **Non-Disparagement and Neutral Reference.** Plaintiff agrees that he will not intentionally defame, disparage, or cause disparagement to Defendant at any time following the

execution of this agreement. This restriction shall apply to any past, present or potential customer, vendor, contractor, or supplier and shall include but not be limited to any entity or person participating in or involved with any trade or buying group in which either of the Parties participates. Specifically, Plaintiff agrees not to engage in any act or say, publish or disseminate anything (either directly or by or through another person) that is intended, or may reasonably be expected, to harm Defendant's reputation, business or operations or any of its future predecessors, successors or current and future parents, affiliates, subsidiaries, divisions, or partners (whether general or limited), its customers, its employees, officers, directors, members or shareholders. Plaintiff agrees that this restriction is reasonable and is part of the consideration exchanged herein and was a material reason for Defendant to settle. Plaintiff further agrees to retract, remove, delete and/or take down any written postings, reviews, blogs and/or publications (either directly or by or through another person) that were disseminated via print, recordings and/or online, including but not limited to websites, applications, podcasts, interviews and/or social media, any online message boards, including but not limited to Twitter, Yelp, Indeed, LinkedIn, Glassdoor, Facebook, Instagram or social media applications, whether posted anonymously, under a pseudonym, or Plaintiff's name, that were intended, or may reasonably be expected, to harm Defendant's reputation, business or operations or any of its future predecessors, successors or current and future parents, affiliates, subsidiaries, divisions, or partners (whether general or limited), its customers, its employees, officers, directors, members or shareholders (hereinafter referred to as "duty to remove"). Plaintiff agrees that this restriction and duty to remove is reasonable and is part of the consideration exchanged herein and was a material reason for Defendant to settle. Defendant shall not disparage Plaintiff in any way, and Defendant shall provide Plaintiff with a neutral employment reference if it is contacted regarding Plaintiff's employment, including only his dates of employment and last position held.

16. **Enforcement of Confidentiality/Non-Disparagement.** The Parties agree that the breach or threatened breach of Paragraphs 13 through 15 of this Agreement shall cause the non-breaching Party to suffer irreparable harm. In addition to all other remedies that the non-breaching Party may have at law or in equity for breach of this Agreement, the non-breaching Party shall have the right to injunctive relief.

17. **Damages for Breach of Confidentiality/Non-Disparagement.** The Parties agree that the breach or threatened breach of this paragraph shall cause Defendant to suffer irreparable harm. The Parties agree that the actual damages from any breach of this paragraph would be difficult to ascertain. Accordingly, the Parties agree that Plaintiff shall be liable to Defendant for liquidated damages in the amount of \$1,500.00 per breach as a fair and reasonable estimate of actual damages, in the event of a breach of Paragraphs 13 through 15. The provisions in this Section shall apply only to breaches or threatened breaches of Paragraphs 13 through 15 of this Agreement and shall not apply to any other paragraphs of this Agreement. This provision shall not apply if legal action is taken by Plaintiff to enforce the terms of this Agreement.

18. **Reliance on Advice of Counsel.** Each Party to this Agreement further acknowledges by executing this Agreement that he, she or it has been advised to speak independently with counsel prior to executing this Agreement, and has had an adequate opportunity to consult with legal counsel prior to executing this Agreement, and that they have executed this Agreement with full knowledge of its meaning and effect.

19. **Subsequent Facts.** The Parties acknowledge that they may hereafter discover facts different from and in addition to those now known or believed to be true in entering into this Agreement. The Parties expressly agree to assume the risk of the possible discovery of additional or different facts, including facts which may have been concealed or hidden and agree that this Agreement shall remain effective in all respects regardless of such additional or different facts. If any subsequent facts are discovered, the Parties shall not be entitled to any relief in connection therewith, including, without limitation, any alleged right to set aside or rescind this Agreement.

20. **Full Defense.** This Agreement may be pleaded as a full and complete defense and may be used as a basis for an injunction against, or stay and dismissal of, any action, suit or other proceeding which may be instituted, prosecuted or attempted by any of the Parties.

21. **No Duress.** Each Party hereto acknowledges that such Party understands this Agreement and has entered into it of such Party's own free will and not under duress of any kind.

22. **No Assignments.** The Party releasing claims herein each warrant that they have made no assignment and will make no assignment of any claim, cause of action or right of any kind whatsoever released by this Agreement, that no other person or entity of any kind has, or has had, any interest in any of the claims, demands, obligations, Action or causes of action, debts, liabilities, rights, contracts, damages, attorneys' fees, costs, expenses, losses or claims released herein and that no complaint or claim has been filed with any court, administrative agency or regulatory body. Each Party represents and warrants that they have the sole right and exclusive authority to execute this Agreement and receive the sums specified herein.

23. **Authorized Signatory.** Each of the undersigned represents and warrants, by executing this Agreement, that he, she, or it is authorized to enter into this Agreement and agrees to be bound by all the terms and conditions of this Agreement.

24. **Agreement Deemed Prepared by Each Party.** Each Party to this Agreement, by the execution of this Agreement, acknowledges that this Agreement shall be deemed to be prepared by each and every Party hereto.

25. **Modified Only by Writing.** This Agreement may only be modified or changed by a writing signed by each and every Party hereto.

26. **Construed Under California Law.** This Agreement shall be construed and interpreted according to the laws of the State of California. The prevailing party in any dispute related to this Agreement shall recover reasonable attorneys' fees and costs.

27. **Venue.** The Parties to this Agreement hereby agree that the proper venue for any lawsuit or other proceeding arising out of the terms of this Agreement or any Party's rights under this Agreement shall be San Diego County, California.

28. **Effect of Separate Provisions.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect, and shall, in no way, be affected, impaired or invalidated.

29. **Multiple Copies.** This Agreement may be executed in multiple copies, including with signatures by fax, or electronically, including by DocuSign, each of which shall be deemed to be an original.

30. **Complete and Final Agreement.** This Agreement contains the complete and final agreement between the Parties, and shall be binding upon and shall inure to the benefit of each Party's heirs, successors, legal representatives, parent, subsidiary and affiliated corporations, and their predecessors, successors and assigns. The terms, conditions and agreements contained in this Agreement constitute the entire agreement between the Parties hereto, and except as expressly stated herein, there are no other agreements, whether oral or written, between the Parties. No oral representations or agreements shall be considered as part of this Agreement, and this Agreement supersedes all prior and contemporaneous oral and written agreements and discussions.

ALL PARTIES HAVE READ THIS AGREEMENT COMPLETELY AND HAVE HAD THEIR ATTORNEYS EXPLAIN IT TO THEM. THE PARTIES FULLY UNDERSTAND

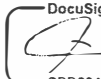
**THE CONSEQUENCES AND EFFECT OF THIS AGREEMENT AND ITS SIGNIFICANCE
ON THE RELEASE OF ALL CLAIMS EACH MAY HAVE AGAINST THE OTHER,
EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN.**

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement consisting of nine (9) pages, including signature pages, as of the year and date shown opposite his/her/its name.

noviembre 9, 2021

DATED: November __, 2021

Plaintiff, JONATHAN MARTINEZ

DocuSigned by:

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By: JONATHAN MARTINEZ

DATED: November __, 2021

DEL RIO CARE, INC.

By: Scott Kirby

APPROVED AS TO FORM ONLY

DATED: November __, 2021

TENCER SHERMAN LLP

By: _____
Sam G. Sherman, Esq.
Attorney for Defendant, DEL RIO CARE,
INC

DATED: November 10, 2021

GAINES & GAINES APC

By: Sepideh Ardestani
Sepideh Ardestani, Esq.
Attorney for Plaintiff JONATHAN
MARTINEZ

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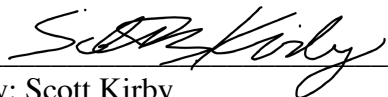
DATED: November __, 2021

Plaintiff, JONATHAN MARTINEZ

By: JONATHAN MARTINEZ

DATED: November 17, 2021

DEL RIO CARE, INC.



By: Scott Kirby

APPROVED AS TO FORM ONLY

DATED: November 18, 2021

TENCER SHERMAN LLP

By: 

Sam G. Sherman, Esq.
Attorney for Defendant, DEL RIO CARE,
INC

DATED: November __, 2021

GAINES & GAINES APC

By: _____
Sepideh Ardestani, Esq.
Attorney for Plaintiff JONATHAN
MARTINEZ