

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

1. Parties. This Settlement Agreement and Release of All Claims (“Agreement”) is made by and between Kathy Bowles and Sidney Bowles (collectively, “Plaintiffs”) and RG Investment Real Estate Service, Inc. and RGMPS, Inc. (collectively, “Defendants”) (hereinafter, Plaintiffs and Defendants are collectively referred to as the “Parties”).

2. Purpose of Agreement/Claims.

a. **Plaintiffs’ Employment with Defendants.** Defendants employed Plaintiff Kathy Bowles as a non-exempt employee from approximately January 2019 to March 2020. Defendants employed Plaintiff Sidney Bowles as a non-exempt employee from approximately August 2019 to March 2020.

b. **Plaintiffs’ Dispute.** Since separating employment, Plaintiffs have raised a dispute regarding their employment. Specifically, on December 30, 2020, Plaintiff Kathy Bowles filed a representative lawsuit against Defendants, asserting claims for violations of the California Private Attorneys General Act of 2004 (“PAGA”) for failure to pay for all hours worked at the correct rates of pay, failure to provide meal and rest periods, or compensation in lieu thereof, failure to provide compliant wage statements, and failure to pay all wages owed upon termination of employment. Plaintiff Kathy Bowles’ case is entitled *Kathy Bowles v. RG Investment Real Estate Service, Inc. and RGMPS, Inc.*, Case No. 37-2020-00048318-CU-OE-CTL and is currently pending in the San Diego County Superior Court. Defendants dispute Plaintiff Kathy Bowles’ claims and assert that they have a history of making a good faith effort to comply with applicable law.

c. After repeated meet and confer efforts about the scope of Plaintiff Kathy Bowles’ lawsuit and Plaintiff Sidney Bowles’ individual claims, and Defendants’ defenses to Plaintiffs’ claims, the Parties reached an agreement to settle Plaintiffs’ individual claims.

d. The purpose of this Agreement is to compensate Plaintiffs and memorialize certain payments to Plaintiffs and to settle completely and cause the release of Defendants and all persons and entities being released herein from every employment-related claim and/or cause of action that Plaintiffs individually have or may have against Defendants and all persons and entities being released herein, arising out of or related to Plaintiffs’ employment with Defendants as of the date of this Agreement. This Agreement also calls for the dismissal of Plaintiff Kathy Bowles’ PAGA claims asserted on behalf of all other employees of Defendants without prejudice, with no release or waiver of, or compensation for, such claims.

3. Effective Date. This Agreement will become effective when the Court issues an Order dismissing Plaintiff Kathy Bowles’ entire action. Promptly following execution of this Agreement, the Parties shall submit this Agreement to the Court and the Labor & Workforce Development Agency through a stipulation and order seeking the Court’s approval of the dismissal of the Action, with prejudice as to Plaintiff Kathy Bowles’ individual claims and without prejudice as to all claims of all other Aggrieved Employees and the State of California. Should the Court decline to dismiss the Action on these terms, the Effective Date shall not occur and this Agreement shall be null and void and of no force and effect.

4. Release Payment. In consideration of the waivers and releases in this Agreement, Defendants, jointly and severally, shall pay to Plaintiffs the net sum of Twenty-Two Thousand Five Hundred Dollars (\$22,500) (the “Release Payment”) as follows:

a. Within seven (7) days of the Effective Date of this Agreement, Defendants shall pay the total Release Payment via a check made payable to Gaines & Gaines, APLC Client Trust Account. The check will be mailed to Daniel Gaines at Gaines & Gaines, APLC at 4550 East Thousand Oaks Boulevard, Suite 100, Westlake Village, California 91362.

5. **Adequate Consideration.** Plaintiffs acknowledge that the Release Payment is adequate consideration for Plaintiffs' agreement to the release and other obligations set forth herein. Plaintiffs acknowledge and agree that they are not otherwise entitled to this Release Payment. Defendants are not involved with or liable for the apportionment of any of the Release Payment as between Plaintiffs and their former or present attorneys or as between Plaintiffs and any other person or entity.

6. **Inapplicability of California Labor Code Section 206.5.** Plaintiffs and Defendants acknowledge and agree that this Agreement is made with respect to *disputed* claims and that California Labor Code section 206.5 is not applicable. That section provides:

An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. Violation of this section by the employer is a misdemeanor.

7. Release of All Claims.

a. In exchange for the consideration described herein, Plaintiffs, on their own behalf and on behalf of their spouses, descendants, dependents, heirs, executors, legal representatives, administrators, agents, assigns, and successors (collectively, "Releasors"), hereby covenant not to sue and fully and unconditionally forever release and discharge Defendants, their past, present, or future predecessors, successors, assigns, affiliates (including customers, property owners, owner associations, and their managers), parent and subsidiary companies, and joint ventures, and their respective past, present, or future officers, directors, employees, stockholders, representatives, managers, members, partners, agents, advisors (including any financial advisors, attorneys, and accountants), insurers, and indemnitees (individually, each a "Releasee," and collectively, the "Releasees") from and against any and all claims, causes of action, judgments, liens, demands, damages, obligations, suits, contracts, liabilities, losses, costs, and expenses, including, but not limited to, attorneys' fees and disbursements, or offsets of any nature whatsoever (collectively, "Claims") that Releasors now have, have had, or may hereafter have against the Releasees arising out of the Parties' relationship, including, but not limited to, those claims arising out of or relating to Plaintiffs' employment with Defendants or the cessation of their employment, including those claims arising out of or relating to (i) Plaintiffs' performance and reputation, (ii) the termination of Plaintiffs' employment, (iii) harassment, (iv) discrimination, (v) retaliation, and (vi) any Claims arising under the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Federal Rehabilitation Act, the Employment Retirement Income Security Act, the California Family Rights Act, the Family and Medical Leave Act, the California Labor Code, the California Business and Professions Code, and the Fair Labor Standards Act.

b. Except for any rights created by this Agreement, this General Release is intended to be interpreted as broadly as possible and to apply to any and all claims available to Plaintiffs in any forum, including, but not limited to, any claims for unpaid wages (including base salary, regular wages, overtime wages, doubletime wages, bonuses, incentive compensation, and commissions), premiums and penalties (including waiting time penalties, penalties for any labor code violation, and meal and rest period premiums), interest, breach of contract, breach of the covenant of good faith and fair dealing, promissory estoppel, negligence, negligent or intentional infliction of emotional distress, fraud, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, unfair business practices, defamation, libel, slander, negligence, personal injury; assault, battery, invasion of privacy, false imprisonment, conversion, disability benefits, negligent or intentional infliction of emotional distress, defamation, wrongful termination in

violation of public policy, unfair labor or business practices, employment discrimination, harassment, violation of any provision of federal or state law governing employment (including wage and hour laws and participation in class or representative actions), pursuant to wage and hour class or representative actions, and attorneys' fees or costs. However, this release shall not apply to claims for workers' compensation benefits or unemployment insurance benefits or any other claims that Plaintiffs cannot, by statute, lawfully waive by this Agreement.

8. Waiver. It is the intention of the Parties in executing this Agreement that it shall be effective as a bar to each and every claim specified above. In the furtherance of this intention, Plaintiffs hereby expressly waive all rights and benefits conferred upon Plaintiffs by the provisions of California Civil Code section 1542 and expressly consent that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims, and causes of action, if any. California Civil Code section 1542 provides:

A general release does not extend to claims which 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 his settlement with the debtor or released party.

Plaintiffs do certify that they have read all of this Agreement, including the release provisions contained herein and the quoted section above, and that they fully understand all of the same. Plaintiffs hereby expressly agree that this Agreement shall extend and apply to all unknown, unexpected and unanticipated claims, as well as those that are now disclosed, against Defendants and each of their Releasees.

9. Representation Concerning Pending, Existing, or Future Claims/Covenant Not to Sue.

a. Plaintiffs represent and warrant that they are not a *party* to any other pending lawsuits, actions, or proceedings against any of the Releasees regarding their employment with Defendants or their alleged employment with any of the Releasees. Plaintiffs expressly represent and warrant that they will not file, pursue, or institute any claim, charge, complaint, cause of action, lawsuit, action, or proceeding before any court, administrative agency, or any other tribunal regarding their employment with Defendants or their alleged employment with any of the Releasees, compensation from their employment from Defendants or their alleged employment with any of the Releasees, or relating to the matters being released in this Agreement. Plaintiffs further represent that they are not aware of any undisputed wages, damages, or penalties due to them as a result of their employment with Defendants or their alleged employment with any of the Releasees.

b. If any court, administrative agency, or any other tribunal has or assumes jurisdiction of any claim, charge, complaint, cause of action, lawsuit, action, or proceeding against Defendants or any of its Releasees on behalf of Plaintiffs, Plaintiffs agree that they shall request that court, administrative agency, or tribunal to withdraw from or dismiss the matter *with prejudice* in accordance with applicable law.

10. Confidentiality; Non-Disclosure.

a. Plaintiffs and Defendants agree that they shall keep the following **confidential**: (1) the fact and circumstances leading to the execution of this Agreement; (2) the terms of this settlement and this Agreement; (3) all matters relative to this Agreement (including, but not limited to, the existence of this Agreement); (4) all communications relating to this Agreement (including, but not limited to, the fact and amounts of any payments in this Agreement); and (5) the facts/circumstances leading to this Agreement (including, but not limited to, the allegations that Defendants violated the rights of Plaintiffs or any other employee of Defendants and the alleged facts supporting such allegations). Nothing herein restricts or limits the Parties' right and obligation to submit this Agreement to the Court (to the extent permitted by the Court, this Agreement will be lodged with the Court rather than filed as an exhibit) and the Labor & Workforce Development Agency in connection with the Court's

approval of this settlement and dismissal of the Action. The Parties' obligation to keep these facts/circumstances **confidential**, except as otherwise provided herein, includes all methods of communication and any forum (including, but not limited to, non-verbal gestures, anonymous or non-anonymous internet or social media posts, and communications with current/former employees of Defendants or any Releasee). Notwithstanding any provision in this paragraph, Plaintiffs are permitted to disclose these facts/circumstances to their spouses, attorneys, and tax advisors on condition that they advise them of the confidentiality and that any disclosure by any of them shall be a violation of this Agreement by Plaintiffs themselves. Defendants are permitted to disclose these facts/circumstances to its advisors, attorneys, accountants, officers, directors, and any other employee or outside professional who has a legitimate business need for obtaining such information. The Parties will not be in violation of this Agreement if they are responding to a subpoena duly issued by a court or governmental agency, provided that the subpoenaed party provides notification to the other party, through their respective counsel in this matter no less than **ten court days** before any such compelled disclosure is due to be made.

b. If asked about any matter agreed as confidential pursuant to this paragraph, the Parties shall provide no other statement than "the matter has been resolved."

11. Code of Civil Procedure Section 664.6. The Parties agree that the Court shall retain jurisdiction over this matter, and that this settlement may be enforced pursuant to Code of Civil Procedure Section 664.6. The Parties intend this Agreement to be binding and enforceable and that this writing may be used as evidence of that intent. The Parties agree that the court may retain jurisdiction over the Parties to enforce the settlement. In the event any legal action or other proceeding is brought to enforce or interpret any term of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and all reasonable litigation related costs and expenses incurred, regardless of whether applicable law authorizes, is silent about, or prohibits them (including costs taxable as court costs by applicable rule or statute, and all other litigation costs reasonably incurred and reasonable in amount, including but not limited to deposition transcript copies, expert witness fees, photocopying, lodging, mileage, meals, legal research fees, investigative fees and expenses, and discovery management and storage fees) incurred in that action or other proceeding, in addition to any other relief to which she, or it may be entitled. The Parties agree that this Agreement shall be deemed admissible as evidence only in an action for breach of this Agreement.

12. No Admission of Liability. This Agreement is a compromise and settlement of disputed claims being released herein, and therefore this Agreement and the consideration exchanged under the terms of this Agreement do not constitute an admission of liability on the part of Defendants or by anyone on their behalf, or an admission, directly or by implication, that any of them have violated any law, rule, regulation, policy, or any contractual right or other obligation owed to Plaintiffs or to any other person. Defendants specifically deny all allegations that they are liable to Plaintiffs on any claim. The Parties merely intend to avoid any potential litigation or any other formal proceeding.

13. Form 1099. Defendants will issue an IRS Form 1099 to Gaines & Gaines, APLC at the end of 2022 for the consideration paid pursuant to the terms of paragraph 4a. Plaintiffs will be responsible for paying all state and federal income tax obligations arising from such payment. The Parties agree that this is payment as consideration for execution of a release and for any possible premiums, penalties, and interest, and that these payments are not wage payments, which is why they are being paid in a manner that Defendants are issuing IRS Form(s) 1099.

14. Tax Indemnification. Plaintiffs are solely responsible for the payment of, and therefore promises to pay, any and all taxes, penalties, or other costs that may be assessed against him based on the Release Payment. Defendants shall not have a duty to defend or indemnify Plaintiffs against any tax claim or assessment associated with the payment made to Plaintiffs under this Agreement. Plaintiffs shall cooperate in the defense of any tax

claims brought against Defendants associated with the payment of the Release Payment and shall indemnify and hold Defendants harmless against any action taken against them in the event any taxing authority challenges the allocation or characterization of the Release Payment and/or seeks payment of taxes, interest, penalties, or other assessments from it in connection with **any** payments paid pursuant to this Agreement.

15. Knowing and Voluntary Agreement. The Parties acknowledge that they have carefully read and fully understand all the provisions and effects of this Agreement. The Parties represent and warrant that they are not relying, and have not relied, on any representations or statements, verbal or written, made by any other Party with regard to the facts involved in this controversy or with regard to any Party's rights or asserted rights arising out of the Party's claims or the execution and terms of this Agreement, except as provided herein. The Parties entered into this Agreement freely, willingly, and without any coercion or duress. The Parties acknowledge that they may consult with an attorney to the extent so desired.

16. No Assignment or Transfer of Claims. The Parties represent and warrant that they have not assigned, transferred, or purported to assign or transfer to any other person or entity any rights, claims, or causes of action herein released and discharged and no other person or entity has any interest in the matters herein released and discharged.

17. No External or Prior Representations. The Parties represent and warrant that they are not relying, and have not relied, on any representations or statements, verbal or written, made by any other Party with regard to the facts involved in this controversy or with regard to any Party's rights or asserted rights arising out of the Party's claims or the execution and terms of this Agreement, except as provided herein.

18. Costs/Attorneys' Fees. The Parties to this Agreement expressly agree that no Party shall be liable to any other Party, person, or entity for costs and/or attorneys' fees relating to the released claims or this Agreement, including any provided for by statute. Should any action or proceeding be initiated to enforce this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred in connection with such proceeding.

19. Severability. The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

20. Applicable Law. The validity, interpretation, and performance of this Agreement shall be construed and interpreted according to the laws of the State of California.

21. Complete Defense. This Agreement may be pleaded as a full and complete defense and may be used as the basis for an injunction against any action, suit, proceeding, or claim that may be prosecuted, instituted, or attempted by either Party in breach thereof or otherwise related to the matters being released herein.

22. Counterparts. This Agreement may be executed in counterparts and, if so executed, each such counterpart shall have the force and effect of an original. A facsimile, scanned, copy, digital, or photographic signature shall have the same force and effect as an original signature.

23. Modification. No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement. The terms of this Agreement can only be modified by a writing signed by the Parties expressly stating that such modification is intended.

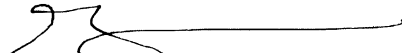
24. Entire Agreement. This Agreement constitutes the entire written agreement of compromise and settlement between the Parties. There are no other agreements, whether oral or written, modifying the terms of

the Agreements. This Agreement supersedes any and all prior written or oral agreements (including oral settlement agreements) between any of the Parties.

25. Default; Notice; Cure; Acceleration; Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement. If Defendants fail to timely make the payment due hereunder, it shall be in default of its obligations. Plaintiffs shall thereafter give notice of default and Defendants must cure said default within five (5) business days thereof. In the event of an uncured default, all unpaid amounts shall be accelerated and be all due and payable together with interest at the legal rate from the date of default.

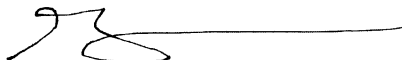
Dated: July 13, 2022

RG INVESTMENT REAL ESTATE SERVICE, INC.

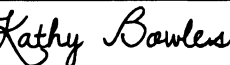
By 
Its President

Dated: July 13, 2022

RGMPS, INC.

By 
Its President

Dated: July __, 2022 07 / 13 / 2022

By 
KATHY BOWLES

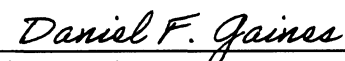
Dated: July __, 2022 07 / 13 / 2022

By 
SIDNEY BOWLES

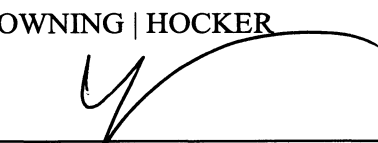
**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: July 13, 2022

GAINES & GAINES, ALPC

By 
Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Attorneys for Plaintiffs

Dated: July __, 2022

BROWNING | HOCKER
By 
William K. Browning, Esq.
Attorneys for Defendants

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STATUS	● Signed

Document History



SENT

07 / 13 / 2022

17:36:38 UTC

Sent for signature to Kathy Bowles

[REDACTED]@gmail.com) and Sidney Bowles

[REDACTED]@gmail.com) from office@gaineslawfirm.com

IP: [REDACTED]



VIEWED

07 / 13 / 2022

17:36:59 UTC

Viewed by Sidney Bowles [REDACTED]@gmail.com)

IP: [REDACTED]



SIGNED

07 / 13 / 2022

17:37:53 UTC

Signed by Sidney Bowles [REDACTED]@gmail.com)

IP: [REDACTED]



VIEWED

07 / 13 / 2022

17:40:12 UTC

Viewed by Kathy Bowles [REDACTED]@gmail.com)

IP: [REDACTED]



SIGNED

07 / 13 / 2022

17:48:44 UTC

Signed by Kathy Bowles [REDACTED]@gmail.com)

IP: [REDACTED]



COMPLETED

07 / 13 / 2022

17:48:44 UTC

The document has been completed.