

SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

Ryan Cherry and **Follow On West, LLC**, a Delaware limited liability corporation formerly known as **NewBasis West, LLC**, a Delaware limited liability company corporation ("NewBasis") (together, "the Parties"; each, a "Party"), as full and complete settlement and compromise of the within matters, agree as follows:

WHEREAS, Cherry was employed by NewBasis from on or about October 2019 to on or about May 2020; and

WHEREAS, Cherry has asserted various claims ("Cherry's Claims") against NewBasis arising out of his employment with NewBasis, some of which are alleged in that civil action (the "Action") styled *Ryan Cherry, on behalf of himself and on behalf of all similarly situated individuals, Plaintiff, v. NewBasis West, LLC, a Delaware limited liability company, and Does 1 through 10*, inclusive, Civil Action No. CVRI2000701, now pending in the Superior Court of the State of California for the County of Riverside; and

WHEREAS, NewBasis denies Cherry's Claims and denies any other wrongful or unlawful conduct, claim, damage, or liability of any kind with regard to Cherry, or in any other manner, or at all;

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions set forth below, and as full and complete compromise and settlement of any and all legally applicable claims including but not limited to Cherry's Claims, Cherry and NewBasis, and each of them, agree as follows:

1. In exchange for Cherry's General Release of All Claims, his execution of this Agreement, and his agreement to be bound thereby and to undertake the obligations thereof, NewBasis shall cause Cherry to be paid the sum of Twelve Thousand Dollars (\$12,000.00) (the "Settlement Amount"), payable as follows:

a. The Settlement Amount shall be paid within three days following receipt by counsel for NewBasis of all of the following (i) Cherry's signature to this Agreement; (ii) IRS Form W-9 executed by Cherry, or within three days following the Effective Date (as hereinafter defined), whichever is later.

b. The Settlement Amount shall be paid in the form of a draft made payable to "Gaines & Gaines APC Client Trust Account" and tendered to Alex Katofsky, counsel for Cherry, in care of Gaines & Gaines, APLC, at 4550 E. Thousand Oaks Blvd. #100, Westlake Village, California 91362.

c. The amount as set forth in paragraph 1.b shall be paid as nonwage compensation from which no federal, state, and local withholdings or deductions of any kind shall be made except for any backup withholding required by Cherry's IRS Form W-9 as provided in paragraph 1.a.

d. By his signature to this Agreement, Cherry authorizes payment of the amounts due him under this Agreement in the manner described by paragraphs 1.a through 1.c,

inclusive, hereof, and agrees that such payments shall, when made and delivered as directed by this Agreement, satisfy NewBasis's obligations under this Agreement to make such payments to Cherry, and shall be deemed to include payment for all of Cherry's claims, if any, for wages, commissions, bonuses, and all other compensation for labor or services provided by Cherry to NewBasis, or to any of its present or former shareholders, members, directors, officers, and successors, or to any of its subsidiaries, divisions, predecessor and successor parent, affiliate, or related corporations or entities (collectively including NewBasis and its present and former shareholders, members, directors, and officers, the "NewBasis Companies"); interest, penalties, damages, reimbursement of employee expenses, attorneys' fees, costs, and expenses in this action, including fees, costs, and expenses paid to expert witnesses and consultants and to third party neutrals, and all other amounts that Cherry contends are owed to him by the NewBasis Companies, or any of them, on any grounds and for any reason, whether or not related to Cherry's former employment with NewBasis.

e. Cherry acknowledges that these payments represent a settlement based upon his best estimates of the amounts due him, taking into account the risk and expense of further litigation. Cherry acknowledges that, to the best of his knowledge, he has no other claim against NewBasis or any of the other Released Persons (as defined below), or other person or entity discharged and released in paragraph 7 of this Agreement. Cherry acknowledges that the amounts paid to him were arrived at in conjunction with and after an independent review by his attorneys. Regardless, the amounts paid to Cherry under this Agreement are being paid in full and final settlement of all of his claims, if any, against the New Basis Companies, or any of them, and are not subject to renegotiation for any reason including but not limited to clerical or mathematical errors of calculation. This Agreement, including the General Release of All Claims contained herein, shall remain binding and effective upon Cherry and his respective heirs, successors, executors, and permitted assigns as hereinafter set forth, regardless of the later discovery of any such clerical or mathematical errors of calculation or of any other errors which, if discovered prior to the execution of this Agreement, might have affected Cherry's consent to this Agreement.

2. Within three days of receipt by his counsel of the Settlement Amount, Cherry shall cause his counsel to request dismissal of the Action with prejudice, and to cause his counsel to dismiss any and all other judicial or administrative actions, complaints, claims, charges, grievances, or other proceedings by which Cherry seeks any form of relief from or against the Released Parties, or any of them. Cherry acknowledges that pursuant to such request, the Action, and all such other judicial or administrative actions, complaints, claims, charges, grievances, and other proceedings shall be dismissed with finality and without recovery of attorneys' fees, costs, or expenses, or any other relief whatsoever. Cherry shall abandon his claim with the Labor & Workforce Development Agency.

3. Cherry acknowledges that he was no longer employed by NewBasis as of the end of May 2020. By his signature to this Settlement Agreement, Cherry acknowledges that he has been paid all salary, commission, bonus, wages, and other compensation due him arising out of his employment with NewBasis, including all unused accrued vacation and PTO. Cherry acknowledges that he is not entitled to compensation for any accrued sick leave.

4. Cherry acknowledges and agrees that the Settlement Amount is being paid in exchange for his agreement to this Settlement Agreement, including but not limited to Cherry's agreement to waive and release the Released Claims as set forth in this Settlement Agreement,

and that Cherry would not be entitled to payment of the Settlement Amount otherwise. Cherry further understands and agrees that the Settlement Amount includes any compensation, expenses or other amounts which Cherry claims or may claim are due and owing to Cherry by the New Basis Companies, or any of them, as a result of his employment or the termination of his employment.

5. Cherry acknowledges and agrees that NewBasis and its attorneys, officers, directors, employees, agents and representatives have not made any representations regarding the tax consequences of any amounts paid in accordance with this Settlement Agreement. Cherry agrees to pay, and to be solely responsible for, any and all State, local and federal taxes, if any, which are required by applicable law to be paid with respect to the Settlement Amount and/or this Settlement Agreement. Cherry agrees that, to the extent that the Settlement Amount, or any part thereof, is construed by a federal, State or local taxing authority as wage payments for which applicable employment taxes and withholdings should have been withheld by NewBasis, Cherry shall indemnify, defend and hold NewBasis harmless from any claims, demands, penalties, interest, deficiencies, levies, assessments, executions, judgments or recoveries under any federal, State or local tax laws, and any costs, attorney's fees, expenses, damages, or other amounts incurred which are in any way related to or arise from Cherry's failure to pay taxes due. In the event that any governmental entity makes any inquiry regarding this Settlement Agreement or the Settlement Amount, the party receiving such inquiry shall immediately notify in writing the other party to this Settlement Agreement of such inquiry.

6. Cherry acknowledges and agrees that any and all matters, claims and causes of action arising on or before the date of this Settlement Agreement which Cherry has, has had, may have or may have had against the Released Persons (as described below), including but not limited to the Released Claims (as described below), are hereby fully compromised and settled.

7. Subject to NewBasis' payment of the Settlement Amount, Cherry does hereby waive and forever release NewBasis from any and all claims or liability, and does hereby release, and forever discharge all present and former agents, attorneys, insurers, investors, representatives, servants, employees, shareholders, members (including without limitation Karl Stockbridge), directors, officers, and successors of NewBasis, and any subsidiaries, divisions, predecessor and successor parent, affiliate, or related corporations or entities, and their respective present and former agents, attorneys, insurers, investors, representatives, servants, employees, shareholders, members, directors, officers, limited and general partners, and successors (together, the "Released Persons"), of and from any and all claims, actions, causes of action, demands, rights, damages, costs, attorneys' fees, loss of service, expense and compensation whatsoever, at law or in equity, which Cherry now has or which Cherry may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen injuries and damages resulting from any of the events, occurrences, practices, agreements, or otherwise, that may have ever occurred by and between Cherry on the one hand and any of the Released Persons on the other hand prior to the execution of this Agreement, including the Cherry's Claims, and also including without limitation any and all claims and causes of action under Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq.); the Age Discrimination in Employment Act (29 U.S.C. § 621 et seq.); the Americans With Disabilities Act (42 U.S.C. § 12010 et seq.), the Immigration Reform and Control Act of 1986 (8 U.S.C. § 1324B et seq., as amended by section 421 of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Pub. L. 104-208); the Emergency Family and Medical Leave Expansion and Emergency

Paid Sick Leave Acts, (Divisions C and E of the Families First Coronavirus Response Act, Pub. L. 116-127); the California Fair Employment and Housing Act (Cal. Gov't Code § 12900 et seq.), the California Labor Code; and the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.), as well as any other allegations of personal injury, emotional distress, wrongful termination, breach of contract, breach of implied covenant, intentional and negligent misrepresentation, fraud in the inducement, promise without intent to perform, retaliation, harassment, termination in violation of public policy, and violation of any federal, state, or local law, or contractual agreement (together, the "Released Claims"). Provided, however, that nothing in this Agreement shall be deemed to release or compromise any claims that Cherry has or may have for worker's compensation or any other claims that may not by law be released or compromised by private agreement.

8. Cherry acknowledges that this Agreement includes a release of his claims, if any there be, under the Age Discrimination in Employment Act through and including the Effective Date. In that regard, Cherry acknowledges the following:

a. He has been given a full twenty-one days to review and sign this Agreement.

b. He is knowingly and voluntarily releasing his claims, if any there be, against NewBasis and the other Released Persons under the Age Discrimination in Employment Act.

c. He has been represented by legal counsel in the negotiation of this Agreement and has been advised to and has consulted with his legal counsel on the legal consequences of signing this Agreement.

d. He is receiving compensation under this Agreement in excess of what he would otherwise be entitled to receive.

e. He may revoke this Agreement within seven days after signing it by providing written notice to NewBasis in the manner provided in paragraph 23.b of this Agreement.

9. Cherry has read and understands the following statutory language of Section 1542 of the California Civil Code:

"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."

Having been so apprised, Cherry elects to waive the benefits of Section 1542, and further elects to and does assume all risks for any and all claims, whether known or unknown, suspected or not suspected, arising from the subject matter of this Settlement Agreement, including but not limited to the Released Claims, and knowingly and voluntarily releases the Released Persons from any and all liability and claims arising out of such matters.

10. Cherry represents and warrants that Cherry has not sold, assigned, transferred, subrogated or otherwise disposed of any interest in the Released Claims, or any of them, and Cherry agrees to indemnify, defend and hold harmless the Released Persons, and each of them, from any and all liability and claims arising out of any such sale, assignment, transfer, subrogation, or other disposition.

11. The Parties hereby state, represent, warrant, and agree that except as limited by statute, the terms and conditions of this Agreement and each and every document and communication regarding this Agreement, including, but not limited to, the fact of and the amount of the payment required herein, are strictly confidential. The Parties agree that the Parties will not seek nor promote publicity nor cooperate in any efforts to promote or publicize any of the terms or conditions of this Agreement, including, but not limited to, the fact of and the amount of any of the payments required herein. The Parties further agree that, except as provided in this paragraph or otherwise permitted by law, the Parties will not: (1) communicate, discuss, disclose, disseminate, or publish the amount of the payment made by NewBasis, or (2) communicate, discuss, disclose, disseminate, or publish the fact that Cherry has received a payment in any amount from NewBasis as a result of this Agreement. Upon inquiry, Cherry shall respond in substance by stating only that "this matter has been resolved." Cherry expressly agrees that Cherry has received full and fair consideration for the promises made in this Agreement. Notwithstanding the foregoing, Cherry may communicate the terms of this Agreement if compelled by subpoena or as otherwise required by law. Cherry may also communicate the terms of this Agreement to Cherry's legal counsel, tax advisors and accountants, provided that Cherry first advises them of the confidentiality provisions of this Agreement and secures their agreement not to communicate, discuss, disclose, disseminate, or publish the terms and conditions of this Agreement. Cherry shall submit a copy of this Agreement to the court and Labor & Workforce Development Agency as required by PAGA and the California Rules of Court, Rule 3.7770.

12. NewBasis agrees that if it receives a request for an employment reference from a prospective employer of Cherry, NewBasis shall provide the prospective employer only with information regarding Cherry's dates of employment and job titles, and a statement that it is NewBasis's policy to provide only the aforementioned items of information. To facilitate its compliance with this paragraph 11, NewBasis or its counsel may designate in writing a specific person or persons employed by or designated by NewBasis to whom all such requests for employment references or verification of employment should be directed. NewBasis may from time to time change the identity of the person or persons designated to receive such requests by providing written notification of such change to Cherry in the manner prescribed in this Agreement for the giving of notice.

13. Cherry declares that, before signing this Settlement Agreement, Cherry had an opportunity to consult with attorneys of Cherry's own choosing, and to apprised of sufficient relevant information, both through experts, attorneys or other sources of Cherry's own selection, in order that Cherry might intelligently exercise Cherry's own judgment in deciding whether to execute, and in deciding on the contents of, a release, compromise and settlement of the Released Claims

14. Cherry declares that Cherry's decision to execute, and execution of, this Settlement Agreement is knowing, free and voluntary, and that Cherry's decision to enter into this Settlement Agreement was not based on or influenced by any declaration or representation

of NewBasis or its attorneys or agents which is not expressly set forth in this Settlement Agreement.

15. Each of the parties to this Settlement Agreement shall bear all of its own costs, expenses and attorneys' fees incurred in connection with Cherry's Claims. However, in any subsequent action to enforce the terms of this Settlement Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs.

16. No part of this Settlement Agreement may be amended, modified or waived in any way unless such amendment, modification or waiver is set forth in a later writing signed by both Cherry and NewBasis. A modification, amendment or waiver of any one provision of this Settlement Agreement shall not be deemed to be a modification, amendment or waiver of any other provision of this Settlement Agreement.

17. The provisions of this Settlement Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns.

18. Cherry and NewBasis, and each of them, acknowledge and agree that this Settlement Agreement is a complete expression of all of their agreements and understandings concerning the subject matter hereof, and that any prior or contemporaneous agreements, understandings or representations of the parties, whether express or implied, are no longer of any force and effect.

19. If a court of competent jurisdiction finally holds that any provision of this Settlement Agreement is invalid, illegal, or unenforceable, that holding shall not affect the validity of the other provisions of this Settlement Agreement, which shall remain in full force and effect, and this Settlement Agreement shall be construed as if the offending provision(s) had not been contained herein.

20. The laws of the State of California, without giving effect to its conflict of law provisions, shall govern any dispute, claim, action or proceeding relating to or arising out of this Agreement. Disputes, if any, shall be resolved by the Superior Court of the State of California for the County of Riverside, or, in the case of complete diversity of the parties, by the division of department, if any, of the United States District Court for the Central District of California having jurisdiction and assigned venue over civil disputes arising in Riverside County.

21. This Settlement Agreement may be executed in counterparts and each counterpart, when executed, shall have the efficacy of a second original. Signatures affixed electronically in compliance with the Uniform Electronic Transactions Act, Title 2.5 of the California Civil Code, shall be deemed original, subject to the authentication requirements of that Title.

22. The provisions of Code of Civil Procedure section 12(a) shall apply to all dates set forth in this Agreement.

23. Any notice, demand, request, or other instrument that may be or is required to be given under this Agreement shall be in writing and sent by (i) United States mail with proof of delivery, addressed as set forth below, (ii) an overnight courier service such as Federal Express, addressed as set forth below, or (iii) by personal delivery. When mailed, notice is effective five

calendar days after delivery, if delivery is confirmed in any manner in which the United States Postal Service confirms delivery (including electronic confirmation of delivery); if sent by overnight delivery, notice is effective on delivery, if delivery is confirmed by the delivery service; and when personally delivered to the recipient, notice is effective upon delivery.

a. Notice to be given to Cherry shall be addressed to: Alex Katofsky, Gaines & Gaines, APLC, 4550 E. Thousand Oaks Blvd. #100, Westlake Village, CA 91362.

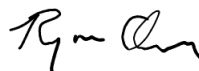
b. Notice to be given to NewBasis or to any of the other Released Persons shall be addressed to: Jonathan McNeil Wong, Donahue Fitzgerald LLP, 1999 Harrison Street, 26th Floor, Oakland, California 94612.

A Party may change its address for notice by giving the other Parties notice of such change in any manner permitted by this Agreement.

24. The Effective Date of this Agreement is the first day following the seventh day following the date that it is signed by Cherry.

10 / 16 / 2022

Date: October __, 2022



By: _____
Ryan Cherry

Date: November 3, 2022

FOLLOW ON WEST LLC, a Delaware
limited liability company

DocuSigned by:



By: _____
Karl Stockbridge

Its: Manager