

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release (this “Agreement”) is made and entered into by and between Pauline Israel, an individual (“Plaintiff”), and Defendant Arixia Capital Advisors, LLC (“Arixia” or the “Company”) and Cross-Complainant Jan Brzeski (together, “Defendants”) (Plaintiff and Defendants are collectively referred to herein as the “Parties”).

RECITALS

A. Plaintiff signed an independent contractor agreement with Arixia to provide the Company with Human Resources consulting services from January 7, 2020 until April 7, 2020.

B. On or about November 6, 2020, Plaintiff filed a Complaint in Los Angeles County Superior Court against Arixia and Jan Brzeski. The claims against Jan Brzeski were later dismissed and Plaintiff subsequently amended her Complaint alleging nine causes of action against Arixia for: 1) violation of Labor Code section 1102.5, 2) defamation, 3) sex discrimination, 4) retaliation in violation of the Fair Employment and Housing Act (“FEHA”), 5) wrongful termination in violation of public policy, 6) Unruh Civil Rights Act violation, 7) breach of contract, 8) breach of the covenant of good faith and fair dealing, and 9) civil penalties pursuant to the Private Attorneys’ General Act (“PAGA”). On October 27, 2021, Arixia and Mr. Brzeski (“Cross-Complainants”) filed a Cross-Complaint against Plaintiff for 1) breach of contract, 2) negligent interference with prospective economic relations, 3) mistaken receipt, 4) common count of money had and received, 5) intentional misrepresentation, 6) violation of Penal Code sections 632 and 637.2 for invasion of privacy/illegal recording, 7) violation of Penal Code section 530.5 and Civil Code section 1798.93 for identity theft/false personification, and 8) breach of the implied covenant of good faith and fair dealing. (The above referenced Los Angeles Superior Court action, including all claims and cross-claims asserted therein by Plaintiff and Cross-Complainants, is hereinafter referred to as “the Action”).

C. Defendants deny Plaintiff’s claims in their entirety. Plaintiff denies Cross-Complainants’ cross-claims in their entirety.

D. The Parties desire to avoid the costs of further litigation, and agree to settle and resolve completely and finally all differences between Plaintiff and Defendants (including Cross-Complainants), and all persons or entities released by this Agreement, without any admission of liability. This includes, without limitation, a desire to resolve completely and finally all claims raised by Plaintiffs and Cross-Complainants in the Action, and any claims that could or might have been raised involving Plaintiff’s contract and engagement for HR services with Arixia or any other matter that could have been alleged in the Action arising at any time up to the date the Parties execute this Agreement. The Parties were represented by counsel throughout the Action, and during all settlement negotiations which resulted in the settlement of the Action and this Agreement.

TERMS OF AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, promises and agreements contained herein, Plaintiff and Defendants agree as follows:

1. Consideration. Within thirty (30) calendar days after the Court approves the Stipulation as provided in Section 5 below and Plaintiff causes to be delivered to Defendants' counsel: (1) an executed copy of this Agreement; and (2) all tax forms referenced in this Paragraph, and (3) a fully executed Request for Dismissal as provided in Section 4 below, and only if the revocation period referenced in Section 5 below expires and Plaintiff has not exercised her right of revocation:

a. The Company shall reimburse Plaintiff for her portion of the mediation fee in the amount of Five Thousand Two Hundred Fifty Dollars and No Cents (\$5,250.00) and pay to Plaintiff, through her counsel, the "Gross Settlement Amount" of One Hundred Thousand Dollars and No Cents (\$100,000.00) as full and complete payment to settle any and all claims including, but not limited to, Plaintiff's claims apportioned as follows:

(ii) One check in the amount of Five Thousand Two Hundred Fifty Dollars and No Cents (\$5,250.00) payable to "Law Offices of Todd M. Friedman, P.C." as reimbursement to Plaintiff for her portion of the mediation fee;

(iii) One check in the Amount of One Hundred Thousand Dollars and No Cents (\$100,000.00) payable to the "Law Offices of Todd M. Friedman, P.C. Client Trust Account" for the Gross Settlement Amount, deemed in settlement and compromise of Plaintiff's claims for damages, attorneys' fees, and costs. Concurrently with the execution of this Agreement, Plaintiff's counsel shall submit a completed IRS Form W-9 to Defendants' counsel with the taxpayer identification number. The Company will report the Gross Settlement Amount to federal and state tax authorities on a Form 1099 as required by law and provide same to Plaintiff's counsel.

b. Plaintiff agrees that the foregoing shall constitute an accord and satisfaction and a full and complete settlement of her claims and said payment shall constitute the entire amount of monetary consideration to be provided to Plaintiff under this Agreement, and that Plaintiff will not seek any further compensation for any other claimed damage, costs or attorneys' fees in connection with the matters encompassed in this Agreement.

2. Releases.

a. Release by Plaintiff. Subject to the express exclusions in this Agreement, Plaintiff, on behalf of herself, her offspring, heirs, administrators, representatives, executors, successors, and assigns, hereby knowingly and voluntarily releases, acquits, and forever discharges Defendants, Jan Brzeski and Arix Capital Advisors, LLC, and the Company's present and former parents, subsidiaries, affiliates, members, managers, directors, officers, employees, agents, advisors, consultants, representatives, shareholders, insurers and attorneys, and their heirs, successors, and assigns (whether or not acting within the scope of their duties), including Jan Brzeski (collectively, "Released Parties"), from all claims of any nature whatsoever which Plaintiff

now has or asserts to have, or which Plaintiff at any time heretofore had, or asserted to have against the Released Parties and others released in this Paragraph arising out of or in any way related in any way to any acts, circumstances, facts, transactions, omissions or other subject matters, based on facts occurring prior to the date the Parties execute this Agreement. Subject to the exclusions in this Agreement, this release includes, but is not limited to the Action and any and all claims concerning any aspect of Plaintiff's contract and engagement for HR services with the Company. The term "claims" includes any claim or cause of action, regardless of the forum in which it may be brought, and includes, but is not limited to, any alleged breach of express or implied contract, breach of the covenant of good faith and fair dealing, breach of any obligation arising out of any law or public policy of the United States of America, the State of California or any other governmental entity, retaliation, discrimination or harassment on the basis of race, sex, sexual preference, age, national origin, religion, medical condition, disability, marital status, sexual orientation, or otherwise (including but not limited to claims under the Civil Rights Acts of 1866, 1964 and 1991, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the California Fair Employment and Housing Act, any amendments to the foregoing, or any other federal, state, county or local law, ordinance, regulation or order relating to employment), loss of wages, expenses and benefits, intentional or negligent infliction of emotional distress, fraud, misrepresentation, defamation, interference with contract or other interests, or any other claims or causes of action for damages of any nature, including without limitation, actual, compensatory, punitive, and liquidated damages, penalties, and attorneys' fees, costs and expenses. Plaintiff also waives and releases to the maximum extent allowed by law all monetary and other relief that may be sought on Plaintiff's behalf by other persons or agencies. However, notwithstanding the foregoing, nothing in this Agreement shall be construed to waive any right that is not subject to waiver by agreement including, without limitation, any claims arising under state workers' compensation law, with the exception of any claim for discrimination, retaliation and/or the recovery of benefits under California Labor Code section 132a, any and all of which are expressly released and waived by this Agreement. Nor shall anything in this Agreement affect the rights and responsibilities of the Equal Employment Opportunity Commission ("EEOC") or Department of Fair Employment and Housing ("DFEH") to enforce the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, California Fair Employment and Housing Act or any other applicable law, nor shall anything in this Agreement be construed as a basis for interfering with Plaintiff's protected right to file a timely charge with, or participate in an investigation or proceeding conducted by the EEOC or DFEH, or any other state, federal or local government entity; provided, however, if the EEOC, DFEH, or any other state, federal or local government entity commences an investigation on Plaintiff's behalf, Plaintiff specifically waives and releases her right, if any, to recover any monetary or other benefits of any sort whatsoever arising from any such investigation or otherwise.

b. Release by Defendants. Defendants (including Cross-Complainants), on behalf of themselves and their representatives, successors and assigns, hereby knowingly and voluntarily release, acquit, and forever discharge Plaintiff from all claims of any nature whatsoever which Defendants (including Cross-Complainants) now have or assert to have, or which Defendants (including Cross-Complainants) at any time heretofore had, or asserted to have against Plaintiff arising out of or in any way related in any way to any acts, circumstances, facts, transactions, omissions or other subject matters, based on facts occurring prior to the date the Parties execute this Agreement. Subject to the exclusions in this Agreement,

this release includes, but is not limited to the Action and any and all claims concerning any aspect of Plaintiff's contract and engagement for HR services with Arixia.

3. Civil Code Section 1542 Waiver. Subject to the exclusions set forth in this Agreement, Plaintiff and Defendants expressly waive all other individual and/or collective rights, if any, whether or not set forth in this Agreement, notwithstanding section 1542 of the California Civil Code, which section Plaintiff and Defendants have read and which section Plaintiff and Defendants fully understand. Section 1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

This waiver is not a mere recital, but is a knowing waiver of rights and benefits. This is a bargained-for provision of this Agreement and is further consideration for the covenants and conditions contained herein.

4. Notice of Settlement/Dismissal Of The Action. Promptly after the execution of this Agreement, Plaintiff's counsel shall notify the Los Angeles County Superior Court that the Action has been settled by filing a Notice of Settlement and provide Defendants' counsel with a Request for Dismissal with prejudice as to the Action in its entirety. Defendants' counsel is hereby authorized to file the fully-executed Request for Dismissal upon delivery of the settlement payment set forth in Paragraph 1. This Agreement is expressly conditioned upon full and proper execution of the Request for Dismissal, with prejudice, and the actual dismissal with prejudice by the Los Angeles County Superior Court of all of the causes of action alleged in the Action. If the Court refuses or fails to dismiss the entire Action with prejudice, this Agreement shall be null and void and the Consideration set forth in Paragraph 1 must be returned to the Company.

5. Dismissal of PAGA Claim: Immediately following the execution of this Agreement, the Parties shall submit a Stipulation seeking approval by the Court to dismiss Pauline Israel's PAGA claim with prejudice as to her individual claims and without prejudice as to the claims of any other allegedly aggrieved employees, with no portion of the Gross Settlement Amount being allocated to the PAGA claim. Court approval of the Stipulation is a condition to the effectiveness of this Agreement. Should the Court decline to approve the Stipulation or this Agreement, the Parties will attempt to reach agreement on new settlement terms so as to secure the necessary Court approval.

6. Age Discrimination Waiver. Plaintiff understands and agrees that with respect to any possible claim arising under the Age Discrimination in Employment Act of 1967 ("ADEA") and OWBPA she:

a. Has been advised that she has no less than twenty-one (21) days

during which to consider the provisions of this Agreement, and has agreed to waive the twenty-one day period at her option.

b. Has carefully read and fully understands all of the provisions of this Agreement.

c. Is, through this Agreement, releasing Defendants and other Released Parties from any and all claims she may have against them through and until the date that this Agreement is executed.

d. Does not waive or release any rights or claims that arise after she signs this Agreement.

e. Waives rights and claims in this Agreement in exchange for consideration in addition to anything of value to which Plaintiff already is entitled.

f. Knowingly, freely, and voluntarily agrees to all of the terms set forth in this Agreement.

g. Knowingly, freely, and voluntarily intends to be legally bound by it.

h. Was advised and hereby is advised in writing to consider the terms of this Agreement and to consult with her attorney prior to executing this Agreement, and has obtained and considered such legal counsel as she deems necessary.

i. Understands that she has a period of seven (7) calendar days following the execution of this Agreement to revoke this Agreement and has been and hereby is advised in writing that this Agreement shall not become effective or enforceable until the revocation period has expired. Any notice of revocation on Plaintiff's part under this subparagraph must be made in writing and directed to Defendants' counsel.

j. The parties agree that any changes, whether material or immaterial, to this Agreement, do not restart the running of the 21-day consideration period.

7. Tax Consequences of Payment and Indemnification. Plaintiff acknowledges and agrees that neither Defendants nor the Released Parties, nor Plaintiff's counsel, have made any representations to Plaintiff regarding the tax consequences of any amounts received by Plaintiff pursuant to this Agreement. Plaintiff agrees to pay all federal, state, and local taxes and any other legal obligations, if any, which are required by law to be paid by Plaintiff as a result of any amount paid under this Agreement. Plaintiff shall indemnify and hold Defendants and the Released Parties harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments, recoveries, or the payment of any legal fees incurred by Defendants in defending against any such claims or liability resulting from this Agreement and/or the payment and/or tax allocation and reporting of the Gross Settlement Amount, including, without limitation, any taxes, fees, penalties, interest, or expenses, that any taxing authority, governmental entity or other party or entity may seek to recover or assess against Defendants and the Released Parties in connection with, or on account of, this Agreement and/or the payment and/or tax allocation and reporting of

the Gross Settlement Amount. Plaintiff expressly agrees to indemnify and hold Defendants and the Released Parties harmless from any claims made under any federal or state tax or other laws or judgments including, but not limited to, any claims for the payment of FICA, FUTA, Social Security taxes, or any other state or federal payroll tax or tax reporting liability.

8. All Amounts Due Have Been Paid To Plaintiff. Plaintiff understands and agrees that absent this Agreement, Plaintiff would not otherwise be entitled to the payments and benefits specified in this Agreement. Plaintiff specifically warrants and represents that the Company has paid Plaintiff all compensation due and reimbursed Plaintiff for all expenses incurred by Plaintiff in the course of her contract and engagement for HR services with the Company. Further, by signing this Agreement, Plaintiff agrees that Plaintiff is not entitled to any payments and/or benefits that are not specifically listed in this Agreement, except for those benefits in which Plaintiff has vested rights pursuant to the terms of an applicable ERISA-covered plan and applicable law.

9. No Pending Lawsuits and Covenant Not to Sue. The Parties represent that, with the exception of the Action, each Party has not filed any complaint, claims or actions against the other Parties or any of the Released Parties with any state, federal or local agency or court, and that they will not do so at any time hereafter pertaining in any manner whatsoever to Plaintiff's contract and engagement for HR services with the Company or the cancellation or termination thereof, to the extent permitted by law. Should either Party violate this provision, such Party shall be liable to the other Party for their reasonable attorneys' fees and other litigation costs and expenses incurred in defending such an action.

10. No Admission of Liability. This is a compromise and general release of all claims, known or unknown and, therefore, this Agreement does not constitute an admission of liability on the part of any of the Parties or an admission, directly or by implication, that any of them have violated any law, rule or regulation, or any contractual right, or any other duty or obligation of any kind, including any duty or obligation owed to or allegedly owed to anyone. This Agreement shall not in any way be construed as an admission that the Parties or any of their representatives have acted wrongfully with respect to the other or any other person, but shall be construed strictly as an instrument to avoid litigation. This Agreement is not admissible to prove liability for, or the validity of, any claims that relate, refer, or pertain to the subject matter of this Agreement.

11. Confidentiality. Plaintiff will maintain the confidentiality of this Agreement and will not disclose in any fashion the substance of this Agreement or the contents of any discussions involved in entering into this Agreement, the amount received by Plaintiff under this Agreement, except to Plaintiff's attorneys and tax advisors, or as otherwise required by law. Any breach of the provisions of this paragraph by Plaintiff, her tax advisors, or her attorneys shall be considered a material breach of this Agreement by Plaintiff. The prevailing party in any action to enforce this Paragraph of this Agreement shall be entitled to recover its reasonable costs and attorneys' fees. In the event that this provision is violated, the Parties agree that damages shall be difficult to calculate and, therefore, each such violation shall be subject to a liquidated damage of Ten Percent (10%) of the Gross Settlement Amount, Ten Thousand Dollars and No Cents (\$10,000.00), per violation of this Paragraph as a liquidated damage and not as a penalty. If Plaintiff provides information about this Agreement to her attorneys or tax advisors, then Plaintiff

shall notify them of the existence of this duty of confidentiality and Plaintiff shall be responsible for the liquidated damages set forth in this paragraph if it is breached by any of them. Plaintiff further acknowledges that any failure to comply with this Agreement will result in irreparable and continuing injury to Defendants for which there will be no adequate remedy at law, and Defendants will therefore be entitled, in addition to the relief set forth in this Paragraph, to the issuance of any injunction or temporary restraining order restraining the prohibited conduct.

12. Non-Disparagement. Except as set forth in California Civil Code section 1670.11 and Code of Civil Procedure section 1001, Plaintiff shall not make any negative or disparaging remarks or comments against Defendants or any of the Released Parties to any person or entity relating to the character, professionalism, reputation or abilities of Defendants or any of the Released Parties, or that otherwise are derogatory of Defendants, or any of the Released Parties. Likewise, Defendant Jan Brzeski shall not make any negative or disparaging remarks or comments against Plaintiff to any person or entity relating to the character, professionalism, reputation or abilities of Plaintiff or that otherwise are derogatory of Plaintiff.

13. Company Property. To the extent Plaintiff may not have already done so, Plaintiff will immediately return to the Company all Company property that was provided to Plaintiff. Also, Plaintiff will provide the Company all originals and reproductions of all documents, data, and proprietary information of any nature constituting property of the Company, its affiliated companies, partners, its clients, and any others with whom it does business and will not take any documents or data of any description or any reproduction containing or pertaining to any proprietary information nor utilize same.

14. No Interest in Employment or Future Contracts. The Parties acknowledge, agree and stipulate that, due to the allegations in the Action and facts raised related to those allegations, Plaintiff is not interested in and will not apply for future employment or contractual services with Defendants or the Released Parties.

15. Medical Bills, Liens, And Other Potential Rights For Reimbursement. Plaintiff represents and warrants that neither Medicare nor Medicaid has made any payment for medical services or items pursuant to 42 U.S.C. §1395y and the corresponding regulations, or otherwise, relating to the claimed injuries and damages that are the subject of the Action. Plaintiff further acknowledges and agrees that Defendants do not have an obligation or responsibility to pay any past or future injury related medical expenses that have arisen or may hereafter arise out of or relate in any way to the claims asserted by Plaintiff in the Action, and that Defendants have no obligation or responsibility to reimburse Medicare, Medicaid, the Centers for Medicare and Medicaid Services, or any other entity or person for any such past or future medical expenses. Plaintiff acknowledges and agrees that it is Plaintiff's responsibility alone to reimburse such entities for any payments made on Plaintiff's behalf for such past or future medical expenses. In further consideration of the payment set forth in Paragraph 1, above, Plaintiff agrees to indemnify and hold harmless Defendants and the Released Parties from any and all claims, demands, liens, subrogated interests and/or causes of action of any nature or character that have been or may in the future be asserted by Medicare and/or Medicaid and/or persons or entities acting on behalf of Medicare and/or Medicaid concerning medical, hospital, or other expenses arising out of claims asserted by Plaintiff in the Action, or concerning any claim based on inaccurate or inadequate information provided by Plaintiff concerning Plaintiff's status as a Medicare or Medicaid

beneficiary. Plaintiff acknowledges and agrees that Defendants are relying upon the representations of Plaintiff herein regarding Plaintiff's Medicare and Medicaid status, and that Defendants are also relying upon the representations of Plaintiff herein concerning Plaintiff's obligation to satisfy any past or future claims or liens asserted by Medicare, Medicaid or any other person or entity. Plaintiff acknowledges and agrees that any misrepresentations by Plaintiff concerning such matters are and shall be deemed a material breach of this Agreement.

16. Binding Agreement. This Agreement is intended to be binding and enforceable, and reflects the final agreement between the parties to this dispute, and each of them. This Agreement is admissible and subject to disclosure, despite the otherwise enforceable requirements of confidentiality, solely for the purpose of establishing in court that an agreement has been reached by the Parties for purposes of enforcing and interpreting that agreement. The Parties agree that this Agreement is enforceable under Code of Civil Procedure §664.6.

17. Governing Law/Venue. This Agreement shall be governed by the laws of the State of California. Any dispute arising from or related to this Agreement shall be heard before the courts of competent jurisdiction and the prevailing party shall be entitled to recover its reasonable costs and attorney's fees.

18. Parties Bear Own Attorneys' Fees and Costs. Except as otherwise stated herein, the Parties shall bear their own attorneys' fees and costs in connection with the Action and all other proceedings between the Parties.

19. No Assignment or Transfer. The Parties represent and warrant to each other that they have not heretofore assigned or transferred, or purported to assign or transfer, in whole or in part, to any person or entity, any claim which is released by this Agreement. The Parties represent and agree that they will not assign, transfer, or purport to assign or transfer, any such claims or portions thereof, and warrant and agree that they will immediately revoke and terminate any purported assignment or transfer of said claims, or portions thereof or interest therein, that may at any time be alleged. The Parties will not assign, sell or otherwise transfer or encumber any of their rights, duties or obligations under this Agreement.

20. Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. The headings are for convenience only and shall not affect construction of this Agreement.

21. Savings Provision. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term or provision shall be deemed not to be a part of this Agreement. However, should a court of competent jurisdiction deem the Consideration provision to be illegal, invalid, or unenforceable, the entire Agreement shall be invalid.

22. Amendment and Waiver. This Agreement can be modified only in the form of a writing signed by Plaintiff, an officer of the Company, and Mr. Brzeski. There shall be no oral agreements between the Parties concerning the subject matter of this Agreement. The failure of

any party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or an acquiescence in the modification of such provision.

23. Entire Agreement. This Agreement constitutes the entire agreement of the Parties relating to the rights herein granted and the obligations assumed. The terms of this Agreement are contractual and not a mere recital.

24. Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same Agreement. A faxed or electronically transmitted signature shall bear the same force and effect as an original signature. The Parties nevertheless expressly agree that they will promptly provide the other with a duly signed copy of this Agreement bearing the original signature of such respective party.

25. No Interference With Rights. Nothing in this Agreement including but not limited to the indemnification, release of claims, confidentiality, and covenant not to sue provisions: (a) shall be construed to prevent the disclosure of factual information related to any acts of sexual assault, sexual harassment, workplace harassment or discrimination based on sex, failure to prevent an act of workplace harassment or discrimination based on sex, or act of retaliation against a person for reporting harassment or discrimination related to the Action or waives Plaintiff's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of Defendants, or on the part of the agents or employees of Defendants, when Plaintiff has been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature; (b) limits or affects Plaintiff's right to challenge the validity of this Agreement under the ADEA or the OWBPA; (c) prevents Plaintiff from communicating with, filing a charge or complaint with, or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and Exchange Commission, or any other any federal, state or local agency charged with the enforcement of any laws, including providing documents or any other information; or (d) limits Plaintiff from exercising rights under Section 7 of the NLRA to engage in protected, concerted activity with other employees, although by signing this Agreement Plaintiff is waiving rights to individual relief (including backpay, frontpay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by Plaintiff or on Plaintiff's behalf by any third party, except for any right Plaintiff may have to receive a payment or an award from a government agency (and not Defendants) for information provided to the government agency or otherwise where prohibited.

26. Execution of Additional Documents: The Parties hereto agree to execute all further and additional documents, and undertake such further acts, as shall be reasonable, convenient, necessary or desirable to implement or affect the provisions contained in this Agreement.

THE PARTIES REPRESENT THAT THEY FULLY UNDERSTAND THEIR RIGHT TO DISCUSS ALL ASPECTS OF THIS AGREEMENT WITH THEIR PRIVATE ATTORNEYS AND THAT THEY HAVE, PRIOR TO EXECUTING THIS DOCUMENT, FULLY INFORMED THEMSELVES OF ITS CONTENTS THROUGH ATTORNEYS,

ADVISORS AND/OR SOURCES OF THEIR OWN SELECTION. THE PARTIES ALSO REPRESENT THAT THEY HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL THE PROVISIONS OF THIS AGREEMENT AND ARE VOLUNTARILY ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto hereby execute this Agreement as of the dates set forth opposite their names.

PAULINE ISRAEL

By:  _____
Dated: April 7, 2022

ARIXA CAPITAL ADVISORS, LLC

By: _____
Name: _____
Title: _____
Dated: April ____, 2022

JAN BRZESKI

By: _____
Dated: April ____, 2022

Approved as to form by:

LAW OFFICES OF
TODD M. FRIEDMAN, P.C.

By:  _____
Meghan George

Attorneys for Pauline Israel

Dated: April ____, 2022

Approved as to form by:

LITTLER MENDELSON, P.C.

By: _____
Freda Tjoarman

Attorneys for Arixa Capital Advisors, LLC
and Jan Brzeski

Dated: April ____, 2022

ADVISORS AND/OR SOURCES OF THEIR OWN SELECTION. THE PARTIES ALSO REPRESENT THAT THEY HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL THE PROVISIONS OF THIS AGREEMENT AND ARE VOLUNTARILY ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto hereby execute this Agreement as of the dates set forth opposite their names.

PAULINE ISRAEL

By: _____
Dated: April __, 2022

ARIXA CAPITAL ADVISORS, LLC

By: Jan Brzeski
Name: Jan Brzeski
Title: Managing Director
Dated: April 7, 2022

JAN BRZESKI

By: Jan Brzeski
Dated: April 7, 2022

Approved as to form by:

LAW OFFICES OF
TODD M. FRIEDMAN, P.C.

Approved as to form by:

LITTLER MENDELSON, P.C.

By: _____
Meghan George

Attorneys for Pauline Israel

Dated: April __, 2022

By: _____
Freda Tjoarman

Attorneys for Arixa Capital Advisors, LLC
and Jan Brzeski

Dated: April __, 2022

ADVISORS AND/OR SOURCES OF THEIR OWN SELECTION. THE PARTIES ALSO REPRESENT THAT THEY HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL THE PROVISIONS OF THIS AGREEMENT AND ARE VOLUNTARILY ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto hereby execute this Agreement as of the dates set forth opposite their names.

PAULINE ISRAEL

By: _____
Dated: April __, 2022

ARIXA CAPITAL ADVISORS, LLC

By: Jan Brzeski
Name: Jan Brzeski
Title: Managing Director
Dated: April 7, 2022

JAN BRZESKI

By: Jan Brzeski
Dated: April 7, 2022

Approved as to form by:

LAW OFFICES OF
TODD M. FRIEDMAN, P.C.

By: _____
Meghan George

Attorneys for Pauline Israel

Dated: April __, 2022

Approved as to form by:

LITTLER MENDELSON, P.C.

By: Freda Tjoarman
Freda Tjoarman

Attorneys for Arixa Capital Advisors, LLC
and Jan Brzeski

Dated: April __, 2022

REUBEN RAUCHER & BLUM

By: 
Stephen Raucher

Attorneys for Arix Capital Advisors, LLC
and Jan Brzeski

Dated: April 7, 2022

Israel v. Arix Capital Advisors LLC - Confidential Settlement Agreement and Release - final (00496506xC20DB)

Final Audit Report

2022-04-07

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 Document e-signed by Pauline Israel (pisrael3@gmail.com)

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 Agreement completed.

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