

CONFIDENTIAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE

Krista Robles, et. al. v. Central Innovations, LLC

1. INTRODUCTION

This Confidential Settlement Agreement and Mutual Release ("Agreement") is entered into among and between the following entities and individuals both on their own behalf and on behalf of any and all of their Related Persons and Entities (as defined below):

A. Plaintiff, Krista Robles, individually (herein referred to as "Plaintiff"); and

B. Defendant, Central Innovations, LLC, a Wyoming limited liability company (herein referred to as "Central Innovations").

2. DEFINITIONS

As used in this Agreement, the following words and phrases have the following meanings:

A. "Action" shall refer to the lawsuit entitled Krista Robles, et. al. v. Central Innovations, LLC filed in the Orange County Superior Court, bearing Case No.30-2021-01178892-CU-OE-CXC, and all amendments and/or cross-complaints thereto.

B. "Claim" or "Claims" shall refer to any and all claims, demands, liabilities, losses, damages, medical damages, errors, latent defects, patent defects, complaints, cross-complaints, causes of action, intentional or negligent acts, intentional or negligent omissions, liability without fault, misrepresentations, material omissions, fraud, deceit, breaches of contract, breaches of joint venture, breaches of warranties, economic damages, non-economic damages, compensation, loss of services, attorneys' fees, experts' fees, accounting, repair costs, investigative costs, diminution of value, future professional fees, future medical expenses, consultative expenses, and any other actionable omissions, conduct or damage of every kind or nature whatsoever, whether subrogated or non-subrogated, whether in tort, contract or extra-contractual, at law or contingent, foreseen or unforeseen, known or unknown, past, present, or future which include, but are not limited to, and in any way relate to Plaintiff's assertions in the Action, and the relationship between the Parties, which are the subject of the Action and as reflected in the operative complaint, including, but not limited to, claims which were or should have been brought in the Action. The Claims specifically exclude all class claims asserted in the Action on behalf of employees other than Plaintiff, and all claims asserted under the Private Attorneys General Act, Labor Code section 2698 *et seq.* ("PAGA"). These "Non-Settled Claims" will not be compromised and will be dismissed without prejudice. Only claims asserted by Plaintiff individually are resolved by this Agreement and Settlement.

C. "Parties" shall collectively refer to Plaintiff, Central Innovations, and their Related Persons and Entities and "Party" shall refer to the Parties individually.

D. "Related Persons and Entities" shall refer to, with respect to the Parties, any and all past, present, and future parent companies, divisions, subsidiaries, affiliates, related corporations and entities, representatives, board members, shareholders, directors, officers, employees,

insurers, lenders, mortgage holders, predecessors, successors, and any partners, joint venturers, legal representatives, attorneys, agents, heirs, administrators, trusts, trustees, beneficiaries, creditors, and advisors.

E. The "Incident" shall refer to the subject matter at issue in Plaintiff's operative complaint arising out of the employment relationship between Plaintiff and Central Innovations.

3. RECITALS

A. On or about November 3, 2020, Plaintiff filed her Compliance Letter under California Code Section 2698 with the Labor & Workforce Development Agency.

B. On or about January 14, 2021, Plaintiff filed the present Action by way of a complaint for money damages, civil penalties, restitution, attorneys' fees, and interest alleging failure to pay minimum and overtime wages, failure to provide meal and rest periods, failure to provide accurate wage statements, waiting time penalties, violation of business and professions code § 17200, and penalties under the Private Attorney General Act.

C. On or about March 12, 2021, Central Innovations filed an answer to Plaintiff's complaint asserting general denial of the allegations made against it in the Action, together with affirmative defenses.

D. On or about July 13, 2021, the Parties agreed that all discovery and any related motions, meet and confer efforts, and similar efforts were indefinitely stayed subject to a 30-day written notice of revocation by either party to conduct informal discovery to achieve a settlement in this Action of any and all claims related to the Incident.

E. The Parties agree that this Agreement is a compromise of all disputed claims, that the settlement payments are not to be construed as an admission of liability, relationship and/or responsibility on the part of the Parties hereby released, and that those Parties deny liability, relationship and/or responsibility arising from the Incident and/or the Action. The Parties now desire to settle and compromise their disputes against each other pertaining to the Claims arising from the Incident and under the Action. Accordingly, in consideration of the foregoing recitals, the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as set forth below:

4. CONSIDERATION AND DISMISSALS

A. No later than November 5, 2021, Plaintiff shall submit to the Court a stipulation and order seeking to dismiss the Action, with prejudice as to the Claims of Krista Robles and without prejudice as to the Non-Settled Claims. In support of the stipulation, the Parties shall advise the Court that there are fewer than 12 potential "class members" and 8 potential "aggrieved employees." Plaintiff shall submit this Agreement to the Court and the Labor and Workforce Development Agency at the same time the stipulation and order are filed with the Court.

In exchange for a full and complete dismissal of the Action with prejudice as to any and all Claims alleged by Plaintiff in this Action related to the Incident, but without prejudice as to all

Non-Settled Claims, Defendant Central Innovations agrees to pay Plaintiff the total sum of Forty Thousand Dollars (\$40,000.00) ("Settlement Payment"). The Settlement Payment will be made payable as follows: Sixteen Thousand Dollars (\$16,000.00) to "Krista Robles" and Twenty-Four Thousand Dollars (\$24,000.00) to "Gaines & Gaines". These two checks will be sent via mail to Plaintiff's attorney Evan S. Gaines of Gaines & Gaines, APLC at 27200 Agoura Road, Suite 101, Calabasas, CA 91301 and shall be paid no later than thirty (30) calendar days after the Court has approved the dismissal of the Action as provided herein.

5. RELEASE BY ALL PARTIES

Subject to the dismissal of the Action and for and in consideration of the terms referenced above in Paragraph 4 and for the mutual promises and covenants of the Parties, each of the Parties, by and on behalf of itself, and on behalf of any Related Persons and/or Entities, and its partners, shareholders, directors, officers, employees, parents, affiliates, representatives, board members, successors, assigns, agents, attorneys, and insurers, and for each of them, and for any person or entity that could possibly assert a Claim through or under any of the Parties, do hereby fully, finally and generally release, acquit and forever discharge the other Parties, and their Related Persons and Entities, from any and all conceivable damages arising out of the Claims, including, without limitation, demands, liabilities, causes of action including compensation of every kind and nature whatsoever, past, present or future, whether known or unknown, actual or contingent, including any claims that were asserted in the Action and/or the subject matter of the Action and/or arising out of the Incident and/or the Claims.

6. WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542 BY ALL PARTIES

Subject to the dismissal of the Action and solely as to the matters released in Paragraph 5 above, the Parties and any Related Persons and/or Entities, successors, assigns, agents, board members, attorneys, and representatives, acknowledge and understand there is a risk that, subsequent to the execution of the Agreement, they may have Claims which in some conceivable way arise out of, are caused by, or relate to said matters which are unknown and unanticipated at the time this Agreement is signed, and that any Claims as are known or should be known may become more serious than they now expect or anticipate. Nevertheless, the Parties specifically acknowledge they have been informed by their legal counsel of the provisions of California *Civil Code* Section 1542, and each expressly waives these provisions and relinquishes any rights or benefits available to them under this statute. California *Civil Code* Section 1542 provides:

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.

It is hereby acknowledged by the Parties that the facts upon which this Agreement is made may turn out to be other than, or different from, the facts now believed by them to be true, and

they therefore expressly assume the risk of the facts turning out to be different than they believed them to be. The Parties also agree that this Agreement shall in all respects be effective and not subject to termination or rescission because of any such mistaken belief by them.

7. CONFIDENTIALITY

The Parties agree not to disclose to any third-party the facts alleged in the Action and any of the terms of this Agreement except as otherwise provided herein.

8. ENFORCEMENT

The Parties hereby acknowledge, agree, and stipulate this Agreement is enforceable under California *Code of Civil Procedure* section 664.6 and each Party has the right to enforce any provision of this Agreement by filing any appropriate action, proceeding, or motion, including without limitation, a motion pursuant to California *Code of Civil Procedure* Section 664.6 in the appropriate law and motion department of the Orange County Superior Court where the Action is venued or in the appropriate law and motion department where any subsequent action is venued. No party shall oppose a motion under California *Code of Civil Procedure* section 664.6 to enter judgment pursuant to the terms of this Agreement on the ground that this Agreement is confidential or otherwise privileged. The Parties specifically waive the mediation privilege and any other confidentiality privilege that may apply to this agreement for purposes of its enforcement in a court of law. The Parties further acknowledge, agree and stipulate that the Court in the Action shall retain jurisdiction over the Parties to reopen the Action after it is dismissed and to hear any motion to enforce this Agreement brought pursuant to California *Code of Civil Procedure* Section 664.6.

9. REPRESENTATIONS

The Parties make the following material representations with the understanding that each of them enters into the Agreement in reliance upon each of these representations and that, without these representations, none of them would enter into this Agreement:

A. The Parties acknowledge and represent that they have had the benefit and advice of legal counsel in evaluating, finalizing, and executing this Agreement. The Parties also represent: (1) all of the terms and provisions of this Agreement have been explained to the Parties by their respective legal counsel including any and all language translations as necessary; (2) the Parties have fully read, understand, and accept the terms and provisions of this Agreement; and (3) the Parties are freely and voluntarily signing this Agreement.

B. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign on behalf of and that he or she is authorized to bind said Party to this settlement and this Agreement.

10. COOPERATION OF PARTIES

Each of the Parties hereto agrees to cooperate with each other to do everything reasonably necessary to accomplish the purpose and intent of this Agreement.

11. MISCELLANEOUS

A. **No Admission.** This Agreement constitutes a complete compromise, settlement, and release of all claims, denials, and allegations asserted by each of the Parties and their Related Persons or Entities in the Action and their respective carriers, and it is being entered into solely for the purpose of avoiding the burdens, inconveniences, and expenses of further litigation and disputes between the Parties concerning the matters set forth herein. This Agreement is not and shall not be construed as an admission of liability, error, or wrongdoing on the part of any of the Parties hereto.

B. **Attorneys' and Experts' Fees.** The Parties acknowledge and agree that each of them will bear their own costs, expenses, attorneys' fees, and experts' fees arising out of and/or connected with the Claims, the Action and/or the negotiation, drafting, and execution of this Agreement. In the event any future action is brought by any party to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees, experts' fees, costs, and expenses in addition to all other legal and equitable relief to which that party or those parties may be entitled.

C. **Joint Drafting.** This Agreement is the product of negotiation and preparation by and among the Parties and their respective attorneys. Neither this Agreement nor any provision thereof shall be deemed prepared or drafted by one Party or another, or its attorneys, and shall not be construed against any Party. Additionally, the Parties hereby waive the provisions of California *Civil Code* Section 1654, which provides:

In cases of uncertainty not removed by the proceeding rules, the language of a contract shall be interpreted most strongly against the party who caused the uncertainty to exist.

D. **Governing Law.** This Agreement has been negotiated and entered into in the State of California. It shall be governed by, construed, and enforced in accordance with the laws of the State of California in effect as of the date of the Agreement and according to its fair meaning as if prepared by all Parties hereto.

E. **Benefits and Burdens.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective Related Person and Entities.

F. **Severability.** If any provision of this Agreement is for any reason held to be invalid; unenforceable; and/or contrary to any public policy, law, statute, or ordinance, then that provision shall be severable from the remainder of this Agreement, and the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

G. **Counterparts.** This Agreement may be executed in counterparts. When the executed signature pages are taken together, the pages shall constitute the entire Agreement and shall be binding upon all Parties thereto, notwithstanding that the signatures of all the Parties' designated representatives do not appear on the same page.

H. **Duplicate Originals.** This Agreement may be executed in one or more duplicate originals, each of which—when fully executed by each of the Parties hereto—shall be deemed an original. This Agreement shall be effective as between the executing Parties even if there are other

parties who do not execute this Agreement. Each of the undersigned warrants that he or she is duly authorized to execute this Agreement and bind the Parties on whose behalf he or she signs.

I. **Time is of the Essence.** Time is of the essence for performance by all Parties to this Agreement, so the Agreement will be consummated in a timely fashion and without unreasonable delay.

J. **Further Documents.** The Parties to the Agreement shall execute and deliver any document and perform all further acts that may be reasonably necessary to effectuate the goals and purposes of this Agreement.

K. **Copy as Original.** In any action or proceeding relating to this Agreement, the Parties stipulate that a copy of this Agreement may be admissible to the same extent as the original Agreement unless the exceptions set forth in California *Evidence Code* Section 1521 are found to be applicable.

L. **Survival.** All representations and warranties and agreements set forth in this Agreement shall survive the execution date of this Agreement.

M. **Amendment.** This Agreement may be amended only in writing executed by the Parties' designated representatives or their successors in interest at the time of the modification.

N. **Captions and Interpretations.** Titles or captions in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or any provision thereof.

O. **Gender and Definitions.** Whenever required by the context hereof, the singular shall be deemed to include the plural, and the plural shall be deemed to include the singular. Additionally, the masculine, feminine, and neutral genders shall each be deemed to include the other.

P. **Integration.** This Agreement constitutes the entire understanding and agreement between and among the Parties regarding the matters herein. There are no representations, warranties, agreements, arrangements, undertakings, oral, or written, between or among the Parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein. This Agreement shall be interpreted according to its own terms as defined in this Agreement or otherwise according to their ordinary meaning without any parole evidence. This is an integrated agreement.

Q. **Non-Disparagement / Neutral Reference.** Employee represents that she has not and agrees that she will not in any way disparage the Company, its current and former officers, directors and employees or Employees, or the Company, or make or solicit any comments, statements, or the like to the media or to others that may be considered to be derogatory or detrimental to the good name or business reputation of any of the aforementioned parties or entities. If the Company is contacted by a prospective employer of Employee, the Company shall disclose only Employee's dates of work and job title(s).

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IN WITNESS OF THEIR AGREEMENT TO THE FOREGOING TERMS, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS INDICATED BELOW.

PARTIES:

KRISTA ROBLES

Dated: November 1, 2021

By: DocuSigned by:
Krista Robles
E7130793E17444D...

CENTRAL INNOVATIONS, LLC

Dated: _____

By: _____

APPROVED AS TO FORM AND CONTENT:

GAINES & GAINES, APLC

Dated: 11/01/2021

Daniel F. Gaines
Daniel F. Gaines, Esq.
Attorney for Plaintiff Krista Robles

CARLSBAD LAW GROUP, LLP

Dated: _____

David P. Hall, Esq.
Attorney for Defendant Central Innovations, LLC

IN WITNESS OF THEIR AGREEMENT TO THE FOREGOING TERMS, THE
PARTIES HAVE EXECUTED THIS AGREEMENT AS INDICATED BELOW.

PARTIES:

KRISTA ROBLES

Dated: _____

By: _____

CENTRAL INNOVATIONS, LLC

Dated: 10/29/2021

By: 

APPROVED AS TO FORM AND CONTENT:

GAINES & GAINES, APLC

Dated: _____

Daniel F. Gaines, Esq.
Attorney for Plaintiff Krista Robles

CARLSBAD LAW GROUP, LLP

Dated: 10/29/2021

David P. Hall

David P. Hall, Esq.
Attorney for Defendant Central Innovations, LLC