

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Esteban Gonzalez Corona**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**6440 Fulton Ave**

6 City, state, and ZIP code

**Van Nuys, CA 91401**

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### Social security number

|   |   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|---|---|
| 6 | 1 | 7 | - | 2 | 0 | - | 2 | 4 | 5 | 0 |
|---|---|---|---|---|---|---|---|---|---|---|

or

### Employer identification number

|  |  |   |  |  |  |  |  |  |  |  |
|--|--|---|--|--|--|--|--|--|--|--|
|  |  | - |  |  |  |  |  |  |  |  |
|--|--|---|--|--|--|--|--|--|--|--|

## Part II Certification

Under penalties of perjury, I certify that:

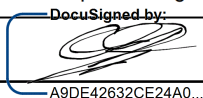
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

DocuSigned by:



Date ►

7/2/2021

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

## **CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS**

The following *Confidential Settlement Agreement and Release of All Claims* (the “Agreement”) is hereby entered into by and between **ESTEBAN GONZALEZ CORONA**, a/k/a **ESTEBAN GONZALEZ**, (“Plaintiff”) and **GREEN VIEW NURSERY, INC.** (“Defendant”). Plaintiff and Defendant shall be referred to collectively as “Parties” and individually as “Party.”

### **RECITALS**

This Agreement is entered into with respect to the following facts:

- A. WHEREAS, Plaintiff was employed by Defendant from approximately 2000 through June 2020. Plaintiff was hired by Defendant as driver (a full-time, non-exempt position);
- B. WHEREAS, on or about December 2, 2020, Plaintiff submitted written notice to the Labor & Workforce Development Agency (“LWDA”) and Defendant regarding alleged violations of various provisions of the California Labor Code and IWC Wage Orders (the “PAGA Notice”);
- C. WHEREAS, on or about March 1, 2021, Plaintiff filed a complaint against Defendant in the Superior Court of California, County of Los Angeles, Case No. 21STCV07990, alleging causes of action for (1) failure to pay overtime, (2) failure to provide meal periods, (3) failure to provide rest periods, (4) failure to provide itemized wage and hour statements, (5) waiting time penalties, (6) Private Attorney General Act (“PAGA”) and (7) unfair competition under Business & Professions Code § 17200 (the “Complaint”). The first, second, third, fourth, fifth and seventh causes of action shall be referred to collectively as the “Individual Claims” and the sixth cause of action shall be referred to as the “PAGA Claim.” The events and circumstances giving rise to the PAGA Notice, the Complaint and the subsequent litigation between the Parties therefrom shall be referred to collectively as the “Action”;
- D. WHEREAS, the Parties recognize that the events or circumstances giving rise to the Action, requires substantial time, effort and expense unless the various disputes and complaints are settled and terminated between them at this time. The Parties have reached a complete and final settlement of the Action and all disputes arising or pending between them, known and unknown, from the beginning of time to the execution of this Agreement (collectively the “Claims”);
- E. WHEREAS, Defendant denies the allegations in the PAGA Notice and the Complaint and denies any liability or wrongdoing regarding, concerning or related to the Action; and
- F. WHEREAS, it is now the desire and intention of the Parties, each of them having had an opportunity to conduct their own respective investigations and discovery concerning the allegations of the Action, the denials thereof, and the defenses asserted thereto, to settle, compromise, resolve, and extinguish all of the allegations and any other rights and Claims which they may now have or have had against each other, and any dealings between and among them up to the date of the execution of this Agreement, which forms or relates to the Action or Claims.

NOW, THEREFORE, for good and valuable consideration, the adequacy of which is hereby acknowledged, and in consideration of the covenants, terms and conditions herein, and each Party's compliance therewith, the Parties hereby covenant, declare and agree as follows:

## **TERMS**

### **1. Settlement Payment**

1.1. The Parties agree that within 30 days of delivery to Defendant's counsel of the executed Agreement by Plaintiff and the completed Form W-9s for Plaintiff and Plaintiff's counsel:

1.1.1. Defendant shall pay Plaintiff the total settlement sum of TWENTY THOUSAND AND 00/100 (\$20,000.00) (the "Settlement Sum"). The Settlement Sum shall be made by check payable to "The Dominguez Firm Client Trust Account" and sent to: Jace H. Kim, Esq., The Dominguez Firm, 3250 Wilshire Blvd, Suite 1200, Los Angeles, CA 90010.

1.1.2. The Settlement Sum will be paid without any deductions or withholdings and subject to a Form 1099. Defendants shall not be liable in any manner whatsoever for the distribution, division or payment of any portion of these monies to, or between, Plaintiff and his attorneys. Plaintiff will receive no further monies from Defendant, or anyone acting on its behalf, related to or arising from Plaintiff's employment with Defendant or the cessation of that employment. Except that Plaintiff may request the Court to receive sums and/or enhancement from any settlement of the PAGA Claim, which has also been resolved, in principle, in the amount of \$5,000.00, and remains pending subject to Court approval.

1.2. The Parties acknowledge that there is a good faith dispute regarding Plaintiff's allegations of unpaid wages and that the consideration set forth in Section 1.1 includes a good faith, reasonable compromise, and settlement regarding such claims.

1.3. Notwithstanding Paragraph 1.1, \$100.00 of the Settlement Sum is allocated to Employee's ADEA Release, as described in Section 4.

1.4. If the date by which a payment is to be made available to Plaintiff falls on a Saturday, Sunday, or legal holiday in the State of California, then the date said payment shall be made available to Plaintiff shall be the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

### **2. Withdrawal and Dismissal**

2.1. Within five (5) days of execution of this Agreement by all Parties, Plaintiff shall file a Notice of Settlement informing the Court that the Parties have reached a settlement of all Plaintiff's claims in the Action and that settlement of the PAGA Claim remains pending subject to Court approval.

2.2. Within five (5) days of payment of the Settlement Sum, Plaintiff shall file a Request for Dismissal with prejudice of the Individual Claims (all causes of action alleged in the Complaint

other than the PAGA Claim). Plaintiff shall provide counsel for Defendant with conformed copies of the Request for Dismissal.

2.3. Defendant, at its sole discretion, may elect to proceed with a dismissal of the PAGA Claim without prejudice and forego a Court-approved settlement. Within five (5) days of receipt of written notice of Defendant's election to proceed with a dismissal of the PAGA Claim without prejudice (foregoing a Court-approved settlement and dismissal with prejudice), Plaintiff shall file a Request for Dismissal without prejudice of the PAGA Claim and provide counsel for Defendant with conformed copies of that dismissal.

2.4. Plaintiff acknowledges that he is dismissing, and agreeing not to pursue, any claims under the California Labor Code Private Attorneys General Act (PAGA), California Labor Code Section 2699 *et seq.*, that Plaintiff has, or may have, against Defendant arising out of their employment relationship.

2.5. Plaintiff affirms that he has not filed, or caused to be filed, any claim, complaint, or action against Defendant or any of the other Released Parties (as defined in Section 4 of this Agreement) in any forum or form, other than the Action and the PAGA Notice, and that Plaintiff presently is not a party to any claim, complaint, or action against any of the Released Parties in any forum or form, other than the Action and the PAGA Notice.

2.6. If a lawsuit, action or claim has not been filed against Defendant, Plaintiff agrees that no such lawsuits, actions or claims will be filed by Plaintiff or on Plaintiff's behalf.

### **3. Non-Admission of Liability**

3.1. It is understood and agreed by and between the Parties that this Agreement is a compromise of a disputed claim and that it will not in any way be construed as an admission by any of the Parties that any of them has acted wrongfully with respect to the other or any other person, or that any Party has any rights whatsoever against the other Parties.

3.2. Defendant specifically and expressly denies any and all wrongdoing or liability related or giving rise to Plaintiff's allegations and claims. This Agreement does not constitute an admission by Defendant, or by any of Defendant's agents, and Defendant denies any violations of any contract, law, or regulation or that it has unlawfully discriminated, harassed or retaliated against Plaintiff, or otherwise infringed on Plaintiff's rights or privileges or done any other wrongful act.

### **4. Release of All Claims**

4.1. In consideration of the settlement payment paid, or provided, pursuant to Section 1 of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Plaintiff, on behalf of Plaintiff and Plaintiff's Heirs, hereby knowingly, voluntarily and irrevocably releases, forever discharges and holds harmless, to the full extent permitted by law, Defendants, and each of them, their parent corporations, owners, affiliates, subsidiaries, divisions, predecessors, successors, assigns, officers, directors, shareholders, partners, employees, agents, attorneys, and insurers, and all persons acting by, through, under or in concert with them, or any of them (collectively referred to as "Released

Parties”), of and from any and all claims, manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, demands, damages, loss, cost or expense, of any nature whatsoever, known or unknown, fixed or contingent, asserted or unasserted, Plaintiff has or may have against the Released Parties, or any of them, as of the date of execution of this Agreement, by reason of any matter, cause, or thing whatsoever from the beginning of time to the date hereof (collectively referred to as “Released Claims”).

4.2. Without limiting the generality of the foregoing, Released Claims expressly include, but are not limited to, (i) any claims arising out of, based upon, or relating to alleged wrongful termination, discrimination, harassment, or retaliation, fraud, misrepresentation, defamation, interference with contract, breach of express or implied contract, or infliction of emotional distress, invasion of privacy, damage to business reputation, and any other tort, contract or common law; (ii) any claims for damages or other remedies of any sort including, but not limited to, compensatory damages, punitive damages, injunctive relief and attorney’s fees; and (iii) any claims arising out of, based upon, or relating to violation of:

- Title VII of the Civil Rights Act of 1964, as amended;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the U.S. Code, as amended;
- The Employee Retirement Income Security Act of 1974, as amended (ERISA);
- The Immigration Reform and Control Act, as amended (IRCA);
- The Americans with Disabilities Act of 1990, as amended (ADA);
- The Age Discrimination in Employment Act of 1967, as amended (ADEA);
- The Older Workers Benefit Protection Act of 1990;
- The Workers Adjustment and Retraining Notification Act, as amended (WARN);
- The Occupational Safety and Health Act, as amended (OSHA);
- The Sarbanes-Oxley Act of 2002;
- The Fair Credit Reporting Act (FCRA);
- The Equal Pay Act (EPA);
- The Fair Pay Act of 2009;
- The National Labor Relations Act (NLRA);
- The Fair Labor Standards Act (FLSA);
- The Family Medical Leave Act (FMLA)
- California Family Rights Act (CFRA);
- California New Parent Leave Act (NPLA);
- California Fair Employment and Housing Act (FEHA);
- Statutory Provision Regarding Retaliation/Discrimination for Filing a Workers Compensation Claim;
- California Unruh Civil Rights Act;
- California Fair Pay Act;
- California Labor Code and/or Industrial Welfare Commission (IWC) – Wage Orders;
- Any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance; or
- Any public policy, contract (express or implied), tort, or common law.

4.3. This release shall not extend to any claims which by law cannot be released.

4.4. For purposes of this Agreement, the following term(s) shall have the following meanings:

4.4.1. "Heir" or "Heirs" shall mean and include Plaintiff's heirs, descendants, successors, survivors, offspring, lineage, widow, family member, inheritor, or assigns, and any and all other persons or entities claiming by, through, or under Plaintiff.

## **5. Age Discrimination Release (ADEA Release)**

5.1. In the event Plaintiff has attained the age of 40 at the time of signing this Agreement, Plaintiff acknowledges and understands that the release set forth in Section 4 applies to all claims Plaintiff has or may have, known or unknown, and includes without limitation claims under the Age Discrimination in Employment Act ("ADEA"). For purposes of this Agreement, and without limiting the breadth and scope of the Released Claims, the release of ADEA-related claims, which are encompassed by the term Released Claims, shall be more specifically referred to herein as the "ADEA Release."

5.2. Plaintiff further acknowledges that he has been advised to consult with an attorney of Plaintiff's own choosing before signing this Agreement, in which Employee waives important rights, including those under the ADEA.

5.3. By executing this Agreement, Plaintiff also acknowledges that he has been afforded at least 21 calendar days to consider the meaning and effect of this Agreement and the ADEA Release, and to discuss its content and meaning, as well as the alternatives to signing this Agreement, with an attorney of Plaintiff's choosing, and has done so. Plaintiff agrees that the 21-day consideration period began on the date this Agreement first was delivered to Employee and that if Defendant changes any of the terms of the offer contained in this Agreement (whether or not the changes are material), the 21-day consideration period shall not be restarted but shall continue without interruption.

5.4. Plaintiff understands that the ADEA Release does not extend to any rights or claims that Plaintiff has under the ADEA that first arise after execution of this Agreement.

5.5. If Plaintiff signs this Agreement before the 21-day consideration period expires, the seven (7) day revocation period (described in Paragraph 5.6) immediately shall begin. If Plaintiff signs this Agreement before the 21-day consideration period expires, Plaintiff agrees that he knowingly and voluntarily has accepted the shortening of the 21-day consideration period and that Defendant has not promised Plaintiff anything or made any representations that are not contained in this Agreement. In addition, if Plaintiff signs this Agreement before the 21-day consideration period expires, Plaintiff acknowledges and affirms that Employer has not threatened to withdraw or alter the offer contained in this Agreement prior to the expiration of the 21-day consideration period.

5.6. Plaintiff has seven (7) days from the date he signs this Agreement to revoke the ADEA Release. Such revocation shall be effective only upon written notice stating "I hereby revoke my acceptance of the ADEA Release in our Settlement Agreement and Release of All

Claims.” Written notice shall be directed to Ecoff Campain & Tilles, LLP, Attention: Lawrence C. Ecoff, Esq., 280 South Beverly Drive, Suite 504, Beverly Hills, California 90212, and delivered within seven (7) days of Plaintiff’s execution of this Agreement. If Plaintiff timely revokes the ADEA Release after execution of the Agreement:

5.6.1. The ADEA Release shall be of no force or effect;

5.6.2. Employer shall be relieved of any obligation to pay the portion of the Settlement Sum allocated to the ADEA Release, as set forth in Paragraph 1.3, and Defendant remains obligated to pay to Plaintiff the balance of the Settlement Sum; and

5.6.3. The balance of the Agreement, including without limitation the release set forth in Section 4, but excluding the ADEA Release, shall remain in full force and effect.

## **6. Waiver of Unknown Claims (§ 1542)**

6.1. The release set forth herein covers both (i) claims that the Plaintiff knows about and (ii) claims that Plaintiff may not know about. Plaintiff hereto expressly waives and relinquishes all rights and benefits provided by California *Civil Code* § 1542 (and any similar laws of other jurisdictions), and do so understanding and acknowledging the significance of this specific waiver of California *Civil Code* § 1542, which 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.**

6.2. Thus, notwithstanding the provisions of Section 1542 of the *Civil Code*, and for the purpose of implementing a full and complete release and discharge of the Released Parties, Plaintiff hereto expressly acknowledges that this Agreement is intended to include all claims which he does not know or suspect to exist in his favor at the time of signing this Agreement.

## **7. Class / Collective Action Waiver**

If any claim is not subject to release, to the extent permitted by law, Plaintiff waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective, or multi-party action or proceeding based on such a claim in which Defendant, or any of the other Released Parties identified in this Agreement, is a party.

## **8. Confidentiality and Non-Disclosure**

8.1. Plaintiff agrees not to disclose any information whatsoever related to, or concerning, the Action or this Agreement to anyone, except as follows: (1) to the extent necessary to report income to appropriate taxing authorities; (2) in response to an order of a court or governmental agency of competent jurisdiction or subpoena issued under the authority thereof; (3)

as otherwise required by law; (4) for purposes of enforcing this Agreement with any court of competent jurisdiction; or (5) to legal counsel, accountants or professional advisors, and/or spouse, with the understanding that such persons shall also be subject to this confidentiality provision. Notwithstanding the aforementioned exceptions, if questioned about the Action or this Agreement, the Parties may respond that “the matter has been resolved.”

8.2. Nothing in this Agreement prohibits or prevents Plaintiff from disclosing factual information related to any of the following complaints alleged in the DFEH Complaint or claims alleged in the Action: harassment and discrimination based on gender in violation of the FEHA, failure to prevent general harassment and discrimination in violation of the FEHA, retaliation for complaining about harassment or discrimination based on gender in violation of the FEHA.

8.3. Plaintiff understands and agrees that confidentiality is a material term of this Agreement and any breach of this confidentiality provision shall result in substantial damages and injury to Defendant. It is agreed that in the event of a breach of this confidentiality provision by Plaintiff, it would be impractical or extremely difficult to fix actual injury and damages to Defendants, the precise amount of which may be extremely difficult or impracticable to determine. Therefore, the Parties agree that a breach of this confidentiality provision shall result in liquidated damages paid by the breaching Party to the non-breaching Party in the amount of ONE THOUSAND DOLLARS AND 00/100 (\$1,000.00) per breach. The Parties agree that injunctive relief, additional monetary damages and reasonable attorney’s fees and costs are also available under this Agreement for enforcing this confidentiality provision.

## **9. Ownership of Claims by Plaintiff**

Plaintiff represents and warrants that he is the sole owner of the claims, demands, causes of action, and liabilities that being released by this Agreement, and he has not previously assigned or transferred, or purported to assign or transfer, to any person or entity, any claim released herein. Plaintiff agrees to indemnify, defend and hold Defendant harmless against all liability, loss, cost or expense including, but not limited to, actual attorney’s fees and costs incurred by Defendant as a result of: (i) breach of the representations and warranties contained in this section; or, (ii) the assertion by any other person or entity of any of the claims released herein.

## **10. No Reliance**

In negotiating this Agreement, each Party has made various statements and representations to the other Party. Nevertheless, except as expressly stated in this Agreement, the Parties represent and acknowledge that in executing this Agreement they do not rely upon any representation or statement not set forth herein that may have been made by the Parties’ agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement, or otherwise.

## **11. Jurisdiction to Enforce (CCP § 664.6)**

This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of California, without regard to principles of conflicts of law otherwise applicable to such determination; provided, however, this in no way shall prevent the application of the benefits of federal law where applicable. The Los Angeles County Superior Court shall retain jurisdiction to enforce the terms of this Agreement pursuant to California *Code of Civil Procedure*

§ 664.6. This Agreement shall be admissible in any proceeding to enforce the terms thereof, if necessary, and the prevailing party in any such proceeding shall be entitled to recover costs, including reasonable attorneys' fees, incurred thereby.

## **12. Severability**

The Parties intend that the release in this Agreement be as broad as permitted by law. If any provision of this Agreement is adjudicated to be unenforceable or invalid for any reason, that part will be severed from the balance of the Agreement and the validity and enforceability of the remainder of the Agreement will in no way be affected or impaired. If any term or phrase in this Agreement is determined by any court to be wholly or partially illegal or unenforceable, the Court is asked to revise this Agreement by "blue penciling" (judge editing) those terms or phrases to make them legal and enforceable. If that is not possible, then only the illegal or unenforceable term or phrase shall be deemed not to be part of this Agreement.

## **13. Admissibility of This Agreement**

13.1. The Parties intend this Agreement to be final, binding, and enforceable. Notwithstanding any other provision in this Agreement, the Parties intend this Agreement to be admissible in any proceeding concerning the enforcement of this Agreement.

13.2. Pursuant to California *Evidence Code* § 1123(b), this Agreement is intended to be binding and enforceable. The prevailing party in a dispute regarding a material term of this Agreement shall be entitled to recover reasonable attorney's fees and costs.

13.3. No right or remedy given to a Party on the breach of any provision of this Agreement is intended by the Parties to be exclusive; each shall be cumulative and in addition to any other remedy provided in this Agreement or otherwise available at law or in equity

## **14. Representation by Counsel**

Each of the Parties hereto has been advised to seek independent legal advice from attorneys of their own choice, with respect to the advisability of making the settlement and releases provided for herein, and with respect to the advisability of making the settlement provided for herein and the advisability of executing this Agreement. Each of the Parties has had an attorney review this Agreement prior to the execution of this Agreement, or has elected in their own discretion not to do so.

## **15. Construction**

Each of the Parties has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of the Agreement, it shall not be construed against any of the Parties on the grounds that the Party or his/her/its attorney drafted it and, in this regard, the provisions of California *Civil Code* § 1654 are waived. Any caption in this Agreement is inserted only for convenience and should not be used to interpret the Agreement. The numbering of the sections in this Agreement are likewise only inserted for convenience and should not be used to interpret the Agreement.

**16. Entire Agreement**

The Parties acknowledge that no other contract or agreement, whether express or implied, exists between them. This Agreement sets forth the entire agreement between the Parties hereto, fully supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter hereof, including the Action, and may only be modified or terminated by agreement, in writing, executed by all Parties.

**17. No Other Action, Assignment or Transfer**

Plaintiff represents and warrants that he has not instituted any other legal action or other proceeding related to the subject matter described herein. None of the matters being released and relinquished hereunder have been assigned, transferred, discharged or otherwise assigned to any other person or entity. Each Plaintiff expressly represents and warrants that he has not assigned, and will not assign, any rights concerning, related to or arising from the allegations, Action or Claims.

**18. Governing Law and Consent to Personal Jurisdiction**

The law of the state of California shall govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this contract. Any dispute arising from or relating to this Agreement must be adjudicated in Los Angeles County, California, and the Parties each consent to personal jurisdiction in Los Angeles County for the purpose of adjudicating such a dispute.

**19. Time is of the Essence**

Time is of the essence of every term of this Agreement.

**20. Authority**

Each person signing this Agreement on behalf of a Party, which is not a natural person, represents and warrants that he or she is duly authorized to so act and hereby represents and warrants that such person has the power, authority and capacity to enter into and perform this Agreement on behalf of such Party.

**21. No Third-Party Beneficiaries**

This Agreement is made for the sole benefit and protection of the Parties hereto and their respective Released Parties, and no other person shall have any right of action or right to rely thereon, and the Parties hereto agree that nothing contained in this Agreement shall be construed to vest in any other person or entity, any interest in or claim upon the rights and interests of the Parties hereunder or in any proceeds thereof.

**22. Additional Documents and Cooperation**

The Parties each agree to take all steps reasonably necessary to accomplish the purpose and intention, and effectuate the terms, of this Agreement without charge or further consideration

of the other Party. Such reasonably necessary steps may include, without limitation, correcting errors or defects in, or executing, additional documents and cooperating in further proceedings in the Action.

### **23. Attorney's Fees & Costs**

23.1. The Parties to this Agreement shall bear their own attorneys' fees and costs arising from the actions of their own counsel in connection with this Agreement, the matters and documents referred to herein, and the events and circumstances giving rise to or in connection with this Action.

23.2. In the event that any Party brings any suit or other proceeding with respect to the subject matter or enforcement of the Settlement Agreement or with respect to a breach hereunder or with respect to any tortious allegation with respect thereto, the prevailing party as determined by the court, agency or other authority (before which suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorneys' fees, expenses and costs of investigation as actually incurred, including attorney's fees, expenses and costs of investigation in court and appellate proceedings, costs incurred in establishing the right to indemnification, or in any action or participation in or in connection with any case or proceeding under Chapters 7, 11 or 13 of the Bankruptcy Code, 11 U.S.C. §101, *et seq.*, or any successor statutes.

23.3. The term "attorney's fees, expenses, and costs of investigation" shall mean and include, but shall not be limited to, legal fees, accountant fees, expert witness fees, and any similarly related fees incurred in connection with the action or proceeding, and the preparation thereof. The term "suit or other proceeding" shall mean and include any and all actions, proceedings, suits, mediations, arbitrations, appeals and other similarly related legal means of resolving disputes.

### **24. Tax Treatment**

24.1. Plaintiff agrees to pay in full when due, and shall be solely responsible for, any and all federal, state and local taxes, including all interest or penalties that may be owed in connection with such taxes, which are required by to be paid with respect to the Settlement Sum received pursuant to this Agreement.

24.2. Plaintiff agrees to indemnify and hold Released Parties harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental entity against Released Parties for any amounts claimed due on account of this Agreement to the extent the liabilities are Plaintiff's and he is provided with reasonable notice giving him an opportunity to cure, or pursuant to claims made under any federal or state tax laws, and any costs, expenses or damages sustained by Released Parties by reason of any such claims, including any amounts paid by Released Parties as taxes, deficiencies, levies, assessments, fines, penalties, interest or otherwise.

24.3. Plaintiff acknowledges, agrees and represents that Released Parties have made no representations or warranties regarding, or given any advice concerning, the tax treatment or consequences of any settlement proceeds payable pursuant to this Agreement and Plaintiff is not

relying on any representations or conduct of Released Parties with respect to what taxes may be owed or the adequacy of any withholdings.

## **25. Plaintiff Affirmations**

25.1. Plaintiff affirms that he has reported all hours worked and timely has been paid or has received all compensation, wages, bonuses, commissions, and benefits which are due and payable as of the date of execution of this Agreement, except as alleged in the Action and which claims are expressly released in Section 4. Plaintiff also affirms that Plaintiff has been reimbursed for all expenses necessarily incurred by Plaintiff in following Defendant's directions or incurred in performing Plaintiff's duties during Plaintiff's employment with Defendant.

25.2. Plaintiff acknowledges and agrees that he has been given an opportunity, and reasonable amount of time, to review the Agreement and consider its effect, before signing.

25.3. Plaintiff acknowledges and agrees that he has been advised to consult with an attorney of his own choosing before signing this Agreement and that such consultation is highly recommended, as Plaintiff is releasing important claims and waiving important rights.

## **26. Good Faith**

The Parties agree and represent that the terms of settlement reflected in this Agreement were negotiated, concluded, and made in "good faith" within the meaning of California *Code of Civil Procedure* § 877.6, and agree never to take a contrary position in any other proceeding.

## **27. Advice of Counsel**

Each Party hereby specifically acknowledges and represents that before signing this Agreement, he/she/it has consulted with legal counsel of their choice for purposes of evaluating whether or not to sign the Agreement.

## **28. Liens**

28.1. Plaintiff hereby warrants and represents that he never received, is not currently receiving, and did not apply to receive Medicare or Medicaid for any injuries released by this Agreement. Plaintiff further warrants that he is not eligible for benefits under the Federal Medicare program and does not anticipate applying for Medicare or Medicaid benefits.

28.2. It is understood and agreed that Plaintiff accepts full responsibility for discharging any and all liens, including, but not limited to, any liens by Medi-Cal, Medicare, any State and/or Federal agency or entity, or any other governmental entities, or any healthcare providers that have cared for Plaintiff, or any liens by any insurers or other entities that have paid for such care, or any prior attorneys of Plaintiff, and also including any other liens that may exist or which may be filed in the future and will defend, indemnify and hold Defendant harmless from any claims by any existing or future lienholders.

28.3. Plaintiff affirms that as of the date Plaintiff signs this Agreement, Plaintiff is not Medicare eligible (i.e., is not 65 years of age or older; is not suffering from end-stage renal failure;

has not received Social Security Disability Insurance benefits for 24 months or longer, etc.). Nonetheless, if the Centers for Medicare & Medicaid Services (the “CMS”) (this term includes any related agency representing Medicare’s interests) determines that Medicare has an interest in the payment to Plaintiff under this Agreement, Plaintiff agrees to indemnify, defend, and hold the Released Parties harmless from any action by the CMS relating to medical expenses of Plaintiff. Plaintiff agrees to reasonably cooperate with the Released Parties upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and any claim the CMS may make and for which Plaintiff is required to indemnify the Released Parties under this Section. Further, Plaintiff agrees to waive any and all future actions against the Released Parties for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

## **29. Notice**

Unless stated to the contrary in this Agreement, all payments, notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if physically delivered, delivered by a nationally recognized overnight courier, with written confirmation at the address and number provided below for the Party, or by facsimile upon receipt of confirmation of transmission of the Notice, except that all payments must be made by personal delivery or overnight courier, unless otherwise directed, to the following.

### *Address for Notices:*

#### **If to Plaintiff:**

Jace H. Kim, Esq.  
The Dominguez Firm  
3250 Wilshire Blvd, Suite 1200  
Los Angeles, CA 90010  
Tel: (213) 381-4011  
Fax: (213) 201-8212

#### **If to Defendant:**

Lawrence C. Ecoff, Esq.  
Yaron M. Tilles, Esq.  
Ecoff Campain & Tilles, LLP  
280 South Beverly Drive, Suite 504  
Beverly Hills, CA 90212  
Tel: (310) 887-1850  
Fax: (310) 887-1855

## **30. Headings**

Section and paragraph headings contained in this Agreement are for convenience only and shall not be considered for any other purpose including, but not limited to, interpreting this Agreement.

## **31. Incorporation of Recitals**

The Recitals set forth above are incorporated herein by reference.

## **32. Counterparts**

This Agreement may be executed in counterparts, each of which may be comprised of original signatures, or copies or facsimiles thereof, but all of which shall, when taken together,

constitute the same Agreement and, in pleading or proving any provision of the Agreement, it shall not be necessary to produce more than one such counterpart.

### **33. Digital Signatures**

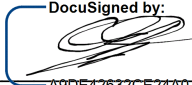
The Parties incorporate the provisions of California Civil Code (“CC”) § 1633.1 *et seq*, known as the “Uniform Electronic Transactions Act,” which provides in relevant part that the parties to an Agreement (CC §1633.2(a)), or Contract (CC §1633.2(d)), can agree to conduct a transaction by electronic means, and that such agreements shall not be denied legal effect solely because it is in electronic form. “If a law requires a record to be in writing, an electronic record satisfies the law.” CC § 1633.7.

**PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

**BY THEIR SIGNATURES BELOW, EACH OF THE UNDERSIGNED REPRESENTS THAT THEY HAVE READ THE FOREGOING AND FULLY UNDERSTAND AND AGREE TO EACH AND ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN:**

#### ***PLAINTIFF:***

Dated: 7/2/2021

DocuSigned by:  
  
 A9DE42632CE24A0...  
 Esteban Gonzalez

#### ***DEFENDANT:***

Dated: \_\_\_\_\_

\_\_\_\_\_  
 GREEN VIEW NURSERY, INC.