

CONFIDENTIAL SEPARATION AGREEMENT AND GENERAL RELEASE

This Confidential Separation Agreement and General Release (the “Agreement”) is made by and between JOHN WARE, an individual (referred to herein as “Plaintiff”) on the one hand, and COUNTRY WIDE TOWING, INC. (“Country Wide”), WILLIAM GARDINER, and COUNTRYWIDE EMERGENCY ROAD SERVICE, INC. (collectively referred to as “Defendants”), on the other hand. Plaintiff and Defendants are sometimes collectively referred to herein as the “Parties.”

RECITALS

A. WHEREAS, commenced a lawsuit against Defendants in Los Angeles County Superior Court, *Ware v. Country Wide Towing, Inc. et al.*, Case No. 21STCV42334 (the “Action”); and

B. WHEREAS, Defendants deny that that Plaintiff has any valid legal claims against Defendants or either of them, and deny that they have any liability to Plaintiff whatsoever; and

C. WHEREAS, Defendants filed cross-claims against Plaintiff; and

D. WHEREAS, Plaintiff denies that that Defendants have any valid legal claims against him, and denies that he has any liability to Defendants whatsoever; and

D. WHEREAS, the Parties now desire to settle fully and finally all of Plaintiff’s claims that were or could have been asserted against Defendants and/or Country Wide’s officers; and

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Consideration.**

(a) The Parties agree to execute this Agreement;

(b) Plaintiff agrees to dismiss the Action with prejudice;

(c) Defendants agrees to pay Plaintiff \$30,000 (the “Settlement Amount”) according to the terms of this Agreement;

(d) \$3,000 of the Settlement Amount is allocated to wages, Employee withholdings will be made from this part of the Settlement Amount. Within 2 business days after execution of this Agreement, Plaintiff shall deliver completed federal and state withholding forms (*i.e.*, W-4 and DE-4) to Defense counsel. Defendant Country Wide shall issue a W-2 for this amount. The remaining \$27,000 is allocated to penalties, emotional distress damages, and attorney’s fees and costs. This payment will be made as a 1099 payment. Plaintiff understands and agrees that he will be solely responsible for the payment of any taxes and penalties

assessed against him as a result of the 1099 payment. Defendants make no representations as to the tax treatment or legal effect of the settlement. Defendants are paying the Settlement Amount in exchange for a full and final settlement of any and all claims or potential claims by Plaintiff against Defendants. If any taxing authority claims or determines that additional withholdings should have been made, Plaintiff will defend Defendants against such claim and will indemnify Defendants for any penalty and/or interest resulting from the absence of such withholding and/or the failure to issue a W-2 form reflecting such withholdings. If there are any notices from any taxing authority in regard to this Agreement, Defendants shall immediately contact Plaintiff and allow him or his agents to attempt to resolve all matters pertaining to any tax issues.

- (e) The Settlement Amount will be paid by February 21, 2022, or after confirmation of dismissal of prejudice of the PAGA claim, whichever is later;
- (f) The Settlement Amount will be paid in two checks, a check for \$3,000 less withholdings for wages, payable to John Ware, and a check for \$27,000 made out to LOYR, APC Client Trust Account, delivered to Plaintiff's counsel, Sarah H. Cohen, Esq., LOYR, APC, 3130 Wilshire Boulevard, Suite 209, Los Angeles, California 90010; Plaintiff's counsel shall not release the funds from the Trust Account to Mr. Ware or otherwise until after the Effective Date. Both checks will be delivered to Plaintiff's counsel.
- (g) Prior to the payment of the Settlement Amount, Plaintiff will obtain a dismissal with prejudice of his claim under the Private Attorney General Act of 2004 ("PAGA"), Labor Code section 2699 et seq.
- (h) Bruce Suggs and David Sargsyan will arrange a convenient time within the next 14 calendar days with Mr. Ware to deliver his tools and receive from Mr. Ware 10 company uniforms. Plaintiff's counsel will email Defendants' counsel with Mr. Ware's mobile number to facilitate the exchange.
- (i) Payment of the Settlement Amount is full and final compensation, settlement, and payment for all claims and potential claims, including, but in no way limited to those claims described herein. Plaintiff shall be solely responsible for the employee-related reporting and payment of any state, local, and/or federal income tax, if any, on the amount paid to Plaintiff hereunder. Defendants make no representations as to the taxability of the separation sum or any portion thereof. Each party shall bear his/its own attorney's fees and costs herein, except as otherwise provided below.

2. No Admission of Liability.

This Agreement is entered into in compromise of disputed claims. Plaintiff acknowledges that the execution of this Agreement and the payment of the amounts hereunder are not and shall not be construed in any way as an admission of wrongdoing or liability on the part of Defendants or any of Country Wide's officers or employees or agents. Plaintiff further acknowledges that Defendants deny all allegations of wrongdoing whatsoever.

3. General Release.

In exchange and except for the consideration identified above, the Parties, and each of them, agree to the following: Plaintiff, Plaintiff's heirs, executors and assigns ("Releasors") agree to and hereby do absolutely, forever and fully, generally and specifically, release and discharge Defendants and each of Defendants' agents, associates, independent contractors, employees, employers, directors, officers, shareholders, partners, joint ventures, subsidiaries, successors or predecessor entities, estates, representatives, executors, administrators, attorneys, insurers, heirs, executors and assigns ("Releasees") from any and all claims, contentions, rights, debts, liabilities, demands, accounts, obligations, duties, promises, costs, expenses (including, but not limited to, attorney's fees), liens, subrogation rights, indemnification rights, damages, losses, actions, and causes of action, of any kind whatsoever (hereinafter referred to as "Claims"), whether due or owing in the past, present or future and whether based upon federal, state, or local contract law, tort law, statute, or any other legal or equitable theory of recovery, and whether known or unknown, suspected or unsuspected, fixed or contingent, matured or unmatured, with respect to, pertaining to, or arising from any matters, acts, omissions, events, conduct or occurrences at any time prior to the date of this Agreement including, without limiting the generality of the foregoing provisions, any and all causes of action, Claims, or remedies referred to or based upon the facts alleged in the Complaint filed in the subject Action.

Plaintiff further promises and agrees that he will not participate, assist, or cooperate in any Claims by third parties against Defendants or its officers, whether before a court, arbitrator, or administrative or government agency, unless required to do so by a lawful subpoena, court order, or other law, and understands and agrees that a breach of this promise will constitute a material breach of this Agreement. Plaintiff further promises and agrees that he shall not accept damages of any nature, or other equitable or legal remedies for Plaintiff's own benefit, or attorney's fees or costs from Defendants or Releasors with respect to any Claim released by this Agreement, other than those which are set forth in this Agreement.

This Release includes, but is not limited to, all Claims involving: wrongful or constructive termination, race discrimination, racial harassment, defamation, retaliation, failure to prevent discrimination, age discrimination, failure to indemnify, breach of contract, retaliation, assault, battery, infliction of emotional distress, cash shortages, missed meal periods, missed rest breaks, or wage and hour ordinances; all tort, statutory, contract and constitutional claims of any nature; all claims for pain and suffering; any claim under Title VII of the Civil Rights Act of 1964, the federal Age Discrimination in Employment Act of 1967, as amended, the Americans with Disabilities Act, the Employee Retirement Income Security Act, the National Labor Relations Act, the Fair Labor Standards Act, the PAGA (Cal. Labor Code Section 2698 *et seq.*), the Family and Medical Leave Act, the California Fair Employment and Housing Act, the California Constitution, the California Family Rights Act, the California Labor Code, the California Government Code, and/or the California Business & Professions Code; any Claim against Defendants for job injuries; or any other federal, state, or local statute or regulation; or any Claim for severance pay, bonus, sick leave, holiday pay, vacation pay, stock, stock options, phantom stock, life insurance, health and medical insurance or any other fringe benefit; costs and attorney's fees; and any other Claims, whether in law or equity, which Plaintiff asserts or could assert, at common law or under statute, rule, regulation, or order of law, whether federal, state, or local.

4. Waiver of Civil Code Section 1542.

The Parties hereby waive any and all rights or benefits under section 1542 of the Civil Code of the State of California, which provides that:

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.

The Parties hereby represent and warrant that they understand the effect of this waiver, and Code section, and that they were offered the opportunity to seek legal counsel for advice concerning this Agreement.

5. Unwaivable Claims.

Nothing in this Agreement is intended to waive claims: (i) for unemployment or workers' compensation benefits; (ii) for vested rights under ERISA-covered employee benefit plans as applicable on the date Plaintiff signs this Agreement; (iii) that may arise after Plaintiff signs this Agreement; or (iv) which cannot be released by private agreement. In addition, nothing in this Agreement, including but not limited to the release of claims, cooperation, covenant not to sue, acknowledgments and representations, prevents Plaintiff from filing a charge or complaint with or from participating in an investigation or proceeding conducted by the EEOC, National Labor Relations Board ("NLRB"), or any other any federal, state or local agency charged with the enforcement of any laws, or from exercising rights under Section 7 of the National Labor Relations Act ("NLRA") to engage in joint activity with other employees, although by signing this release Plaintiff is waiving rights to individual relief based on claims asserted in such a charge or complaint, or asserted by any third-party on Plaintiff's behalf, except where such a waiver of individual relief is prohibited.

6. Release of Unknown Claims.

Plaintiff acknowledges that he may hereafter discover Claims and/or facts now unknown or unsuspected that existed as of the date this Agreement is executed, which are in addition to, or different from, those which the Parties now know or believe to be true with respect to the subject matter of this Agreement. Nevertheless, the Parties intend by this Agreement to release fully, finally, and forever all Claims released hereby. Accordingly, this Agreement shall remain in full force as a complete release of such Claims notwithstanding the discovery or existence of any such additional or different Claims and/or facts before or after the date of this Agreement.

7. Notice of Settlement and Dismissal After Receipt of Settlement Payments.

Within five (5) business days of the execution of this Agreement, Plaintiff will submit to the Court a Notice of Conditional Settlement of this action. Within five (5) business days of receipt of the Settlement Amount payments referenced above, Plaintiff will voluntarily dismiss the Action with prejudice, and submit any necessary and appropriate request for dismissal to the Court, and Defendants will voluntarily dismiss their Cross-Complaint with prejudice, and submit any necessary and appropriate request for such dismissal to the Court. Plaintiff hereby agrees not to file, cause to be filed, or participate in any way (unless otherwise required by law) in any

other civil action or arbitration which purports to assert any Claim that is released in this Agreement.

8. Representation and Warranty by Releasing Party.

Plaintiff represents and warrants that he: (i) is the lawful owner of all Claims released here, (ii) has all necessary power and authority to make such release, including any necessary consent or approval from any person and including the absence of any duty or obligation that would prevent, or be put in breach or default by, such release, and (iii) has not heretofore transferred or attempted to transfer all or any part of any such thing released in any manner whatsoever, including by way of subrogation or operation of law. The Parties, and each of them, shall indemnify and hold harmless their Releasees, and each of them, with respect to any liability, cost, expense, or Claim with respect to, pertaining to, or arising from any assertion of any such obligation or transfer or lack of such power or authority including, but not limited to, reasonable attorney's fees and costs. Plaintiff represents and warrants that this Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of Releasees or any other person or entity whatsoever. The Parties, and each of them, represent that they have had the ability to consult with their counsel of choice regarding this Agreement.

Plaintiff acknowledges that he knowingly and voluntarily waives and releases any rights he may have under the Age Discrimination in Employment Act, as amended ("ADEA"). Plaintiff further acknowledges that he has been advised by this writing that: (a) his waiver and release do not apply to any rights or claims that may arise after the execution date of this Agreement; (b) he has the right to consult with an attorney prior to executing this Agreement; (c) he has twenty-one (21) calendar days from the date that he receives this Agreement to accept the terms of this Agreement (although he may choose to voluntarily execute this Agreement earlier) by signing below and returning it to Defendants; (d) if he thereafter desires to revoke acceptance of this Agreement, he must do so by written notice to Defendants within seven (7) calendar days following the execution of this Agreement; and (e) this Agreement shall not be effective until the date upon which the revocation period has expired, which shall be the eighth (8th) day after this Agreement is executed by Plaintiff, and Plaintiff has not revoked his acceptance of this Agreement (the "Effective Date").

9. Confidentiality.

Plaintiff agrees to hold confidential the existence and terms of this Agreement, except that he may disclose this Agreement to: (a) his attorney, accountant, auditor, tax preparer, wife, and financial advisor (so long as the recipient agrees in writing to keep the information confidential), (b) to the extent such disclosure is necessary to enforce its terms, or (c) as required by law, court, or administrative order. Plaintiff further agrees that, if any information concerning the terms of this Agreement is revealed as permitted by this paragraph, he shall inform the recipient of the information that it is confidential. Notwithstanding the foregoing, nothing in this Agreement shall be construed as precluding disclosure where such disclosure is required and compelled by law. In the event that Plaintiff is required and compelled by law to disclose any such matters, Plaintiff will first give fifteen (15) days advance written notice (or, in the event that it is not possible to provide fifteen (15) days written notice, as much written notice as is possible under the circumstances) to Defendants so that Defendants may present and preserve any objections that it may have to such disclosure and/or seek an appropriate protective order. Plaintiff acknowledges and agrees that this paragraph is a material inducement to Defendants'

entering into this Agreement, and further acknowledges and agrees that any breach of this paragraph shall be subject to a claim for damages or equitable relief (or both), including but not limited to injunctive relief. Further, without limiting the generality of the foregoing, Plaintiff agrees not to disclose the terms of this Agreement to any current or former Defendants employee.

Additionally, Plaintiff agrees to instruct and direct his attorneys to abide by the confidentiality obligation imposed by this section. Plaintiff agrees that he will be liable for any breach of this provision by his attorney, spouse(s) and/or tax consultant. Because it may be impractical to affix the actual damages caused by any breach of this confidentiality provision, the Parties further agree that if such a breach is proven, the breaching party shall pay to the non-breaching party for each incident constituting a breach the sum of One Thousand Dollars and Zero Cents (\$1,000.00) as liquidated damages. In the event that Defendants prevails in an action for Plaintiff's breach of the confidentiality obligation imposed by this section, Defendants shall be entitled to recover its reasonable attorney's fees and costs relating to such action, in addition to any other relief to which Defendants may be entitled.

10. Binding Effect.

This Agreement and all documents referred to herein shall bind and inure to the benefit of each of the Parties hereto and the Releasees.

11. Additional Representations and Warranties of the Parties.

The Parties, and each of them, further represent and warrant to each other that:

- (a) **Understanding of Agreement.** The Parties understand and agree to this Agreement and the terms and conditions contained herein and, in the documents, referred to herein, and have relied upon their own judgment, belief, knowledge, understanding and expertise concerning the legal effect of this Agreement;
- (b) **Voluntary Resolution.** The Parties enter into this Agreement and the documents referred to herein, knowingly and voluntarily, in the total absence of any fraud, mistake, duress, coercion, or undue influence and after careful thought and reflection upon this Agreement and the documents referred to herein; and accordingly, by signing this document and the documents referred to herein, they signify full understanding, agreement and acceptance;
- (c) **Investigation of Facts.** The Parties have investigated the facts pertaining to this Agreement and all matters pertaining thereto as deemed necessary; and,
- (d) **Parties' Representations & Warranties.** The Parties have not commenced or prosecuted, and will not commence or prosecute, any other action or proceeding for recovery of damages or for any form of equitable relief, declaratory relief or any other form of action or proceeding or arbitration against any Party or other person based upon the Claims released in this Agreement including, but not limited to, the Claims that are the subject of the Action. This Agreement shall constitute a judicial bar to the institution of any such action or proceeding or any assignment thereof.

12. Ambiguities or Uncertainties.

This Agreement and the documents referred to herein, and any ambiguities or uncertainties herein or therein, shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this document or the documents referred to herein, on the express understanding and agreement that the Parties participated equally in the negotiation and preparation of the Agreement and the documents referred to herein, or have had equal opportunity to do so and to consult with counsel of their choice.

13. Attorney's Fees to Prevailing Party.

In the event of a breach of any provision of this Agreement, any Party may institute an action specifically to enforce any term or terms of this Agreement, and the unsuccessful party to the Litigation shall pay to the prevailing party, in addition to any other relief that may be granted, all reasonable costs and expenses of the Litigation, including without limitation, the prevailing party's reasonable attorney's fees and expenses, as awarded by any court of law.

14. California Law; Construction.

This Agreement and the documents referred to herein, shall be governed by and construed and interpreted in accordance with, the laws of the State of California. In the language of this document and the documents referred to herein, the singular and plural numbers, and the masculine, feminine and neuter genders, shall each be deemed to include all others, and the word "person" shall be deemed to include corporations and every other entity, as the context may require.

15. Final Integrated Agreement.

This Agreement constitutes the entire, final, and binding understanding between the Parties hereto; no other statement or representation, written or oral, express or implied, has been received or relied upon in connection with this Agreement, and all prior discussions, statements, negotiations, made or which have occurred prior to the date of this Agreement shall be deemed merged into this Agreement and shall not be used for any other purpose whatsoever.

16. Wages and Compensation.

Plaintiff understands and agrees that Defendants have not required him to execute this Agreement on the account of wages concededly due and that there is not an agreement between the Parties that wages are owed. Plaintiff understands and affirms that he has received all wages, compensation, bonuses, commissions, and benefits to which he may be entitled and that no other compensation of any kind is due to him from Defendants, once payment of the Settlement Amount referenced above is made.

17. Severability.

In the event that any provision of this Agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.

18. Multiple Counterparts; Execution by Facsimile or PDF.

This Agreement and any document referred to herein, may be executed in any number of counterparts, each of which may be deemed an original and all of which together shall constitute a single instrument. Any Party may execute and/or deliver this Agreement by facsimile or PDF.

19. Waiver, Modification and Amendment.

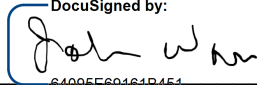
No breach of this Agreement or of any provision herein can be waived except by an express written waiver executed by the Party waiving such breach. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or other provisions of this Agreement. This Agreement may be amended, altered, modified or otherwise changed in any respect or particular only by a writing duly executed by the Parties hereto or their authorized representatives.

20. Enforceability.

The Parties specifically agree that (i) this Agreement is admissible as evidence and subject to disclosure in enforcement proceedings; (ii) this Agreement is binding and enforceable; (iii) all the material terms of this Agreement are set forth herein; (iv) this Agreement is enforceable under California Code of Civil Procedure section 664.6, and the Los Angeles County Superior Court, upon motion of either party, may enter judgment pursuant to the terms hereof; (v) neither 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 grounds that this Agreement is confidential or otherwise privileged; and (vi) all Parties specifically waive any confidentiality privilege that may apply to this Agreement solely for purposes of its enforcement in a Court of law. The Parties agree and jointly request that the Court presiding over the Action retain continuing jurisdiction over the Parties to enforce the terms of this Agreement and carry its provisions into effect.

Having read, understood, and agreed to the foregoing terms and conditions, the Parties hereby voluntarily execute this Agreement by placing their signatures below.

Dated: February 14, 2022

By: 
DocuSigned by: 64095E60161B451...
 Plaintiff JOHN WARE

Dated: February _____, 2022

By: _____
 Defendant WILLIAM GARDINER, on
 behalf of himself and Defendants
 COUNTRY WIDE TOWING, INC. and
 COUNTRYWIDE EMERGENCY ROAD
 SERVICE, INC.

This Agreement and any document referred to herein, may be executed in any number of counterparts, each of which may be deemed an original and all of which together shall constitute a single instrument. Any Party may execute and/or deliver this Agreement by facsimile or PDF.

19. Waiver, Modification and Amendment.

No breach of this Agreement or of any provision herein can be waived except by an express written waiver executed by the Party waiving such breach. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or other provisions of this Agreement. This Agreement may be amended, altered, modified or otherwise changed in any respect or particular only by a writing duly executed by the Parties hereto or their authorized representatives.

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Dated: February _____, 2022

By: _____
Plaintiff JOHN WARE

Dated: February 14, 2022

By: William Gardiner
Defendant WILLIAM GARDINER, on
behalf of himself and Defendants
COUNTRY WIDE TOWING, INC. and
COUNTRYWIDE EMERGENCY ROAD
SERVICE, INC.