

Carlos Figueroa/Felipe Sandoval v. Gloria Lance, Inc.
Confidential Settlement Agreement and Release

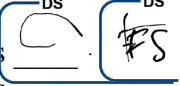
CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release (“Agreement”), effective as of the date of Claimants’ signatures, is made and entered into by Carlos Figueroa (“Figueroa”) and Felipe Sandoval (“Sandoval,” collectively “Claimants”) on the one hand, and Respondent Gloria Lance, Inc. dba Electric Design (“Respondent” or “Gloria Lance”) on the other. Respondent and Claimants shall be collectively referred to herein as the “Parties,” with reference to the following facts:

A. On or about December 21, 2021, Claimants filed a Class Action Complaint against Respondent in the Superior Court of the State of California, Los Angeles, Case No. 21STCV14431, entitled *Carlos Figueroa, Et Al. vs Gloria Lance, Inc.*, asserting the following causes of action: (1) Failure to provide meal periods; (2) Failure to provide rest periods; (3) Failure to pay all wages due; (4) Failure to furnish sick leave/paid time off; (5) Waiting time penalties (Labor Code §203); (6) Failure to provide accurate wage statements (Labor Code §226); (7) Failure to Reimburse Business Expenses (Labor Code §2802); (8) Unfair Competition (Bus. & Prof. Code §17200); (9) PAGA (Private Attorneys General Act) (Figueroa only); (10) Disability and Age Discrimination (Figueroa only); (11) Failure to Provide Reasonable Accommodation (Figueroa only); (12) Failure to Engage In Interactive Process (Figueroa only); (13) Failure to Take Steps to Prevent Discrimination (Figueroa only); (14) Retaliation in violation of the FEHA (Figueroa only); (15) Wrongful Termination (the “Action.”).

B. Claimants filed an Application Requesting Order Dismissing Uncertified Class Action Lawsuit, And Claimants’ Individual Claims Without Prejudice on September 20, 2021. The Court dismissed, without prejudice the uncertified class action lawsuit and Claimants’

Claimants’ Initials _____
 Respondent’s Initials _____

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individual claims on September 22, 2021. Only Figueroa’s representative PAGA claim remained in the Action.

C. In March of 2022, Claimants made a demand to Judicate West, Case No. A293353, to submit to arbitration all individual claims alleged in the Action, excluding the PAGA claim and excluding the wage and hour claims (the “Arbitration”).

D. On January 11, 2023, the Court granted Respondent's Motion To Compel Arbitration Of Claimant Figueroa's Ninth Cause Of Action For PAGA Violations, and stayed Claimant Figueroa's non-individual PAGA claims. On August 8, 2023, the Court ordered that the Action, which consists only of the non-individual PAGA claim, remain stayed pursuant to California Code of Procedure section 1281.4 until the conclusion of the Arbitration. On February 9, 2023, Claimants filed an Amended Statement of Claim within the Arbitration, adding Figueroa's individual PAGA claim.

E. Respondent denies all of Claimants' allegations and deny that it has any legal or equitable responsibility for the damages, wages, penalties, or other relief alleged by Claimants.

F. Claimants and Respondent desire to fully and finally compromise, settle and release the Action and Arbitration, all claims arising out of and related to Claimants' employment with Respondent, the separation of Claimants' employment with Respondent, and any and all other lawsuits, actions, causes of actions, and claims, whether in law or equity, grievances, debts, liens, contracts, agreements, promises, demands, liabilities, obligations, suits, indebtedness, controversies, losses, damages, costs, fees, expenses or harm, rights and/or charges of any kind or nature whatsoever, fixed or contingent and whether known or unknown, suspected

or unsuspected, arising out of or based on any fact, matter or event which occurred prior to the date of this Agreement.

G. Now, THEREFORE, in consideration of the covenants and conditions set forth below, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound hereto, agree as follows:

1. PAYMENT OF MONEY

In consideration for the execution of the general release and agreement and the other terms of this Agreement by Claimants herein, Respondent will pay a Total Settlement amount of \$90,000.00 to Claimants (“Settlement Sum”). The consideration paid by Respondent is specifically in exchange for Claimants’ release of all claims. The Settlement Sum shall be paid in three separate checks as follows:

A. The first check in the amount of Forty Thousand Dollars and Zero Cents (\$40,000.00) made payable to “The Law Office of Stephen M. Harris Client Trust Account.” This payment will be reported to the Internal Revenue Service and all applicable state or local taxing authorities by means of a Form 1099 issued to Claimant Figueroa and Claimants’ attorney.

B. The second check in the amount of Forty Thousand Dollars and Zero Cents (\$40,000.00) made payable to “The Law Office of Stephen M. Harris Client Trust Account.” This payment will be reported to the Internal Revenue Service and all applicable state or local taxing authorities by means of a Form 1099 issued to Claimant Sandoval and Claimants’ attorney.

Claimant Figueroa's Initials
Claimant Sandoval's Initials
Respondent's Initials

Diagram illustrating the structure of a DNA molecule with three strands (S, S, S) and two double-strand breaks (DS). The top strand is labeled 'DS' and has a break. The middle strand is labeled 'DS' and has a break. The bottom strand is labeled 'DS' and has a break. The middle strand contains the text 'FS' and 'RH'.

C. The third check is for reimbursement of Claimants' portion of the mediation fee, which is \$10,000 which is to be made payable to "The Law Office of Stephen M. Harris Client Trust Account."

D. Claimants agree that the Settlement Sum compensates them for all economic damages, personal injuries, injuries to reputation, emotional pain and suffering, wages, and any other damages or claims of any kind or nature allegedly caused by the purported conduct of Respondent or any party released herein.

E. Respondent will deliver the Settlement Sum to Claimants' counsel thirty (30) calendar days after Respondent's counsel's receipt of the last of the following: (1) a copy of this Agreement executed by both Claimants, (2) the tax identification numbers, , and executed W-9 forms from Claimants and Claimants' counsel; (3) the Court signing and entering an executed dismissal of the Action in its entirety, each party to bear their own attorneys' fees. Such dismissal shall dismiss the non-individual PAGA claim without prejudice, and any and all other causes with prejudice as to all parties in the Action; (4) a voluntary dismissal with prejudice of the Arbitration in its entirety, including the individual PAGA claim, each party to bear their own attorneys' fees, in its entirety.

Respondent agrees to hold the dismissal of the Arbitration in trust, and not file, until confirmation by Claimants' counsel of receipt of the entire Settlement Sum.

2. DISMISSAL OF ACTION AND ARBITRATION

Claimants agree that they and their counsel will take all necessary steps to ensure the Action is dismissed entirely and such dismissal is entered by the Court. Such steps include, if

necessary and required by the Court, a declaration pursuant to California Rules of Court Rule 3.770.

Claimants likewise agree that they and their counsel will take all necessary steps to ensure the Arbitration is dismissed and closed, each Party to bear its own attorneys' fees and costs. Respondent will hold the dismissal, with prejudice, of the entire Arbitration in trust, and enter it no earlier than five days after Claimants' counsel confirms receipt of Settlement Sum. with each party to bear their own attorneys' fees, in its entirety, and to file all necessary documents to accomplish the dismissal.

3. RELEASE OF ALL CLAIMS

Claimants recognize and agree that Respondent, as part of this Agreement, does not admit any violation of law or any liability of any kind or nature to Claimants or to anyone else as a result of or arising out of Claimants' relationship and/or employment and/or Claimants' separation of employment with Respondent. With the exception of Respondent's obligations under this Agreement, Claimants, for themselves and for their heirs, family members, executors, administrators, successors, attorneys, agents, representatives, and assigns, hereby fully and forever releases and discharges Respondent and any other person or entity associated with Respondent, present, future, or former, known or unknown, whom the Claimants might claim to be liable, including, but not limited to, any of Respondent's parent corporations, subsidiaries, divisions, affiliates, partners, shareholders, owners, members, employees, agents, directors, officers, attorneys, landlords, licensees, lessors, insurers, reinsurers, benefit plans and plan fiduciaries, representatives, predecessors, successors, assigns, transferees, heirs, executors, administrators, and related entities, and all other persons, firms, corporations, associations,

Claimant Figueroa's Initials
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 Respondent's Initials

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partnerships, or entities having any legal relationship to each other (collectively “Released Parties”) of and from any and all claims, demands, causes of action, charges and grievances, of whatever kind or nature, whether known or unknown, suspected or unsuspected, which Claimants now own or hold or have at any time before the date of Claimants’ signatures owned or held against Respondent, or any of the Released Parties, including, but not limited to: any and all claims which arose out of or are in any way connected with Claimants’ employment with Respondent or Claimants’ separation from Respondent and which are related to or concern any law, including, but not limited to discrimination, harassment, and retaliation under local, state or federal law based on age, sex, race, color, national origin, religion, disability status, or any other category protected by any such law including, but not limited to, Federal and State Civil Rights Statutes; wrongful termination, breach of express and implied-in-fact contract, breach of the covenant of good faith and fair dealing, intentional and negligent infliction of emotional distress, defamation and self-compelled defamation, invasion of privacy, breach of employment contract, fraud or negligent misrepresentation, assault, battery, intentional interference with contractual relations and prospective economic advantage, violation of public policy, and other torts; failure to pay wages, overtime, meals and rest breaks, penalties, interest, severance pay, commissions, bonuses, sick leave, holiday pay, vacation pay, either individually or as part of a class action, collective action, and/or representative action; violation of California *Business and Professions Code* Section 17200, et seq., and/or the California *Labor Code*, including *Labor Code* section 1102.5; the California Fair Employment and Housing Act; the California Industrial Welfare Commission Wage Orders; the California Private Attorney General Act; violation of the CFRA or the FMLA or any other local, state, or federal leave statute, which arose out of or are in any

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way connected with any transactions, occurrences, acts, omissions, loss, damage or injury whatsoever resulting from any act committed or omission made prior to the date of this Agreement (“Released Claims”).

It is Claimants' intention that Claimants' execution of this Agreement will forever bar every claim, demand, cause of action, charge and grievance against the Released Parties existing at any time prior to and through the date of execution of this Agreement.

Because this is Claimants’ intention, Claimants expressly waive any and all rights and benefits conferred upon Claimants by the provisions of Section 1542 of the 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 his favor at the time of executing the release and that, if known by him or her, would have materially affected his or his settlement with the debtor or released party.”

Claimants understand that the General Release does not release any claims that they cannot lawfully release, including any rights to indemnity under *Labor Code* section 2802. Claimants represent that they have not filed any action, claim, charge, or complaint other than what is referenced in the Recitals above against Respondent, or any other Released Party, with any local, state, or federal agency or court, except with regard to any pending Workers' Compensation claims.

To the fullest extent permitted by law, Claimants agree that they will not institute or initiate any action, administrative action, grievance, or other suit against the Released Parties with any state, federal, or local court or agency or other tribunal related to claims released through this Agreement. Claimants knowingly and voluntarily waives the right to any form of

Claimant Figueroa's Initials
Claimant Sandoval's Initials
Respondent's Initials

Handwritten diagram of a DNA replication bubble. It shows two replication forks. The top fork is labeled 'DS' and 'f'. The bottom fork is labeled 'DS' and 'RH'.

recovery or compensation in any such action arising from or related to Claimants' employment with the Company.

In the event that either of the Claimants is a party to or is a member of a class that institutes any claim or action against the Released Parties arising from conduct which predates this Agreement, Claimants agree that their claims shall be dismissed, or class membership terminated immediately upon presentation of this Agreement, and Claimants shall execute any papers necessary to achieve this end.

4. RELEASE OF FEDERAL AGE-RELATED CLAIMS

Claimant Sandoval, for himself and for his heirs, family members, executors, attorneys, administrators, successors, and assigns, does hereby fully and forever release and discharge the Released Parties, of and from any and all claims, demands, causes of action, charges and grievances, of whatever kind or nature, whether known or unknown, suspected or unsuspected, which Claimant Sandoval now owns or holds or has at any time before this date owned or held against any of them, arising out of any claim(s) of age discrimination under federal law or state law, including the federal Age Discrimination in Employment Act (including the Older Workers Benefit Protection Act). This Release does not prohibit Claimant Sandoval from filing any ADEA-related charges with any governmental administrative agency as long as Claimant Sandoval does not personally seek reinstatement, damages, remedies, or other relief as to any claim that Claimant Sandoval has released, any right to which Claimant Sandoval hereby waives.

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by delivering a written notice of revocation to defense counsel, which must be received no later than the close of business on the seventh calendar day (or next business day thereafter, if the seventh calendar day are not a business day) after Claimant Sandoval signs this Agreement. If Claimant Sandoval revokes any ADEA claims, this Agreement shall not be effective or enforceable as to any rights he may have under the ADEA. Additionally, this Release eliminates all penalties, such as attorneys' fees, for any action brought by Claimant Sandoval challenging the validity of the ADEA waiver. In the event Claimant Sandoval revokes the release of ADEA claims, he will not be entitled to \$35,000, the portion of the Settlement Sum that is acknowledged as being in consideration for release of any age discrimination or other age-related claims by Claimant Sandoval, but will receive the remainder of the Settlement Sum, which amount Claimant Sandoval acknowledges is \$5,000. The remainder of the Settlement Sum paid to Claimant Sandoval is in consideration of Claimant Sandoval's release of any and all claims which are not related to age discrimination or any other age-related claim.

Notice to Respondent for purposes of this Agreement shall be effective if and only if it is delivered within the revocation period set forth above by one or more of the following means:

(a) personally; (b) by overnight courier; or (c) by registered mail to: 1) Gloria Lance, Inc. dba Electric Design, ATTN: Bob Hempling, 15616 S. Broadway, Gardena, CA 90248; and (2) Lewis Brisbois Bisgaard & Smith, LLP, ATTN: Wesley A. Krueger, 633 West 5th Street, Suite 4000, Los Angeles, California 90071.

5. MEDICARE REPRESENTATIONS

a. Figueroa and Sandoval individually warrant and represent that he presently is not, nor has he ever been enrolled in Medicare Part A or Part B, or any state equivalent. Further, Figueroa

Claimant Figueroa's Initials
Claimant Sandoval's Initials
Respondent's Initials

and Sandoval individually represent and warrant that he has no claim for Social Security Disability benefits nor is he appealing or re-filing for Social Security Disability benefits.

Claimants agree to indemnify and hold harmless the Released Parties from any claims of, or rights of recovery as a result of any future payment which may be made by Medicare or any other entity for or on behalf of Claimants for such future care. Claimants agree to hold harmless the Released Parties for any loss of Medicare benefits or Social Security benefits Claimants may sustain as a result of this Agreement. In addition, Claimants agree, as part of this Agreement, to release any right to bring any possible future action under the Medicare Secondary Payer Statute against the Released Parties.

Claimants have been apprised of his right to seek assistance from legal counsel or directly from the Social Security Administration or other government agencies regarding the impact this Release may have on Claimants' current or future entitlement to Social Security or other governmental benefits. Claimants acknowledges that acceptance of these settlement funds may affect Claimants' rights to other governmental benefits, insurance benefits, disability benefits, or pension benefits.

For purposes of this provision, the following definitions apply:

1. "Conditional Payments" shall have the meaning ascribed to it under the MSP Statute and implementing regulations.
2. "MMSEA" means the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173), which, in part, amended the Medicare Secondary Payer statute at 42 U.S.C. § 1395y(b)(7) and (8). This portion of MMSEA is referred to herein as "Section 111 of MMSEA".

Claimant Figueroa's Initials
Claimant Sandoval's Initials
Respondent's Initials

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3. "MSP Statute" means the Medicare Secondary Payer ("MSP") statute. 42 U.S.C. § 1395y(b).
- b. Figueroa and Sandoval individually represent that he is not enrolled in the Medicare program and was not enrolled at any time prior to the date of this Agreement.
- c. Figueroa and Sandoval individually represent and warrant that the information provided to the parties being released herein for confirmation of Claimants' Medicare status, including Claimants' name, gender, date of birth, and Social Security Number, is complete, accurate, and current as of the date of this Agreement.
- d. Figueroa and Sandoval individually represent and warrant that no Medicaid payments have been made to or on behalf of him and that no liens, claims, demands, subrogated interests, or causes of action of any nature or character exist or have been asserted arising from or related to any Released Claims. Claimants' counsel, to the best of his knowledge, represents and warrants that no Medicaid payments have been made to or on behalf of Claimants and that no liens, claims, demands, subrogated interests, or causes of action of any nature or character exist or have been asserted arising from or related to any Released Claims. Claimants further agree that Claimants, and not Defendant or the Released Parties, shall be responsible for satisfying all such liens, claims, demands, subrogated interests, or causes of action that may exist or have been asserted or that may in the future exist or be asserted with respect to the Released Claims.
- e. Claimants agree to indemnify and hold harmless the Released Parties herein from any and all claims, demands, liens, subrogated interests, and causes of action of any nature or character that have been or may in the future be asserted by Medicare and/or persons or

Claimant Figueroa's Initials
Claimant Sandoval's Initials
Respondent's Initials

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entities acting on behalf of Medicare, or any other person or entity, arising from or related to this Agreement, the payment of the Settlement Sum, any Conditional Payments made by Medicare, or any medical expenses or payments arising from or related to any claim released herein that is subject to this Agreement or the release set forth herein, including but not limited to: (a) all claims and demands for reimbursement of Conditional Payments or for damages or double damages based upon any failure to reimburse Medicare for Conditional Payments; (b) all claims and demands for penalties based upon any failure to report, late reporting, or other noncompliance with or violation of Section 111 of MMSEA that is based in whole or in part upon late, inaccurate, or inadequate information provided to the Released Parties by Claimants or upon any failure of Claimants to provide information; and (c) all Medicaid liens. This indemnification obligation includes all damages, double damages, fines, penalties, attorneys' fees, costs, interest, expenses, and judgments incurred by or on behalf of the Released Parties in connection with such claims, demands, subrogated interests, or causes of action.

6. TAX LIABILITY

Respondent's payment to Claimants described above in paragraph 1 represents a compromise of Claimants' claims against Respondent. Claimants recognize that Respondent are not withholding any federal or state income taxes, FICA or any other type of payroll deduction from the Non-Wage Payment of the Settlement Sum and that no FICA contribution is being made by Respondent on such payment. Claimants agree that any liability for state or federal income tax payments or penalties arising from said payment shall be Claimants' sole responsibility, except as to liability related to any payroll taxes owed by the Respondent which

Claimant Figueroa's Initials
Claimant Sandoval's Initials
Respondent's Initials

Diagram illustrating the structure of a DNA molecule with three strands (S, S, S) and two double-strand breaks (DS). The top strand is labeled 'DS' and has a handwritten 'f' next to it. The middle strand is labeled 'DS' and has a handwritten 'FS' next to it. The bottom strand is labeled 'DS' and has a handwritten 'RH' next to it.

may become due by virtue of the payments specified herein. Claimants agree to indemnify and to hold harmless Respondent from any and all actions, claims or demands brought by any tax or other authority based upon Claimants' tax obligations arising from the payment to be made pursuant to this Agreement, and agree specifically to reimburse Respondent for any taxes, interest and penalties paid by Respondent and for the costs, legal fees, and any other expenses incurred by Respondent as a result of any such actions, claims or demands which are reasonable and necessary.

Claimants understand and agree that Respondent is neither providing tax nor legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement. Claimants further understand and agree that Respondent will have no obligation to defend any action brought against Claimants by any taxing authority.

Notwithstanding any other provision herein, the Parties hereto intend that payments and benefits under this Agreement be exempt from Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder (collectively, "Section 409A") and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be exempt therefrom, and Respondent may adopt such amendments to the Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that Respondent determines is necessary or appropriate to make any payment hereunder exempt from or compliant with Section 409A; provided that, in no event whatsoever shall Respondent be liable for any additional tax, interest or penalty that may be imposed on Claimants by Section 409A or damages for failing to comply with Section 409A; whenever a payment under this Agreement specifies a payment

Claimant Figueroa's Initials
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Respondent's Initials

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period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of Respondent; and Claimants shall have no right to determine, directly or indirectly, the year of any payment subject to Section 409A.

7. CONFIDENTIALITY

a. Claimants hereby state, represent, warrant, and agree that the terms and conditions of this Agreement, including, but not limited to, the fact of and the amount of the payment required herein, are strictly confidential. Claimants agree that they will not seek nor promote publicity nor cooperate in any efforts to promote or publicize any of the terms or conditions of this Agreement, including, but not limited to, the fact of and the amount of any of the payments required herein and/or any injunctive relief provided as consideration for the Agreement.

b. Claimants further agree that, except as provided in this paragraph, they will not: (1) communicate, discuss, disclose, disseminate, or publish the amount of the payment made by Respondent, or (2) communicate, discuss, disclose, disseminate, or publish the fact that Claimants have received a payment in any amount from Respondent as a result of this Agreement. Upon inquiry, Claimants shall respond in substance by stating only that “this matter has been resolved.” Claimants expressly agree that they have received full and fair consideration for the promises made in this Agreement. Notwithstanding the foregoing, Claimants may communicate the terms of this Agreement if compelled by subpoena or as otherwise required by law or a court of competent jurisdiction. Claimants may also communicate the terms of this Agreement to their legal counsel, spouse, financial advisors, tax advisors and accountants, provided that they first advise them of the confidentiality provisions of this Agreement and secures their agreement not to communicate, discuss, disclose, disseminate, or publish the terms

Claimant Figueroa's Initials
 Claimant Sandoval's Initials
 Respondent's Initials

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and conditions of this Agreement. Claimants agree that they will assume liability for any breaches of this confidentiality provision by anyone to whom they disclosed information relating to this Agreement.

c. Claimants also agree that they will not hereafter file, or cause to be filed, or otherwise voluntarily participate in the filing, investigation and/or prosecution of any other charges, complaints, petitions or accusatory pleadings brought by any other person in any court or with any governmental agency in which Respondent or any other party released herein is named as Respondent or responding party, and will not testify unless compelled by a subpoena or lawful court order. This Section shall not affect or interfere with Claimants' right to speak with or file a charge with the Equal Employment Opportunity Commission or the National Labor Relations Board or participate, cooperate, or assist in an investigation or proceeding conducted by any federal or state enforcement agency. However, Claimants knowingly and voluntarily waives the right to any form of recovery or compensation in any such action arising from or related to Claimants' employment with Respondent.

8. LIQUIDATED DAMAGES

Claimants understand that Paragraph 7 titled Confidentiality, above, is essential to this Agreement and that, in the event of a breach of this provision, damages would be difficult, if not impossible, to quantify. Therefore, it is understood and agreed by each of them that, in the event of a breach by Claimants, of Paragraph 7, Respondent will be awarded Four Thousand Dollars (\$4,000.00) per violation as damages and not as a penalty. The prevailing party shall be entitled to all reasonable attorney's fees and costs incurred in recovering these damages.

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Claimant Figueroa's Initials
 Claimant Sandoval's Initials
 Respondent's Initials

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8. WAGES AND COMPENSATION

Claimants warrant and affirms, under penalty of the laws of perjury, that with the execution of this Agreement, they have timely and properly reported all time worked for Respondent and that they have received all wages and compensation due to them on account of their relationship with Respondent, including but not limited to all wages, salary, bonuses, commissions, vacation, overtime, business expense reimbursement, premiums, and any other payment due to Claimants because of their employment with Respondent.

9. CONFIRMATION OF NO CURRENT EMPLOYMENT

Any employment relationships between Claimants and Respondent have ended. Claimant Figueroa's last day of employment with Respondent was on or about March 26, 2020. Claimant Sandoval's last day of employment with Respondent was on or about March 27, 2020. The Parties agree that the issuance of a check as part of this Agreement, does not, for any reason, re-establish Claimants' status as employees of Respondent.

10. VOLUNTARY EXECUTION

The Parties acknowledge that they have executed this Agreement knowingly, voluntarily, and without coercion. The Parties further acknowledge that they have been advised and provided the opportunity to seek the advice of independent legal counsel and have in fact been so advised at all states incident to the execution of this Agreement.

11. ON-THE-JOB-INJURY

Claimants certify that they have not experienced a job-related illness or injury for which they have not already filed a claim.

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Claimant Figueroa's Initials
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 Respondent's Initials

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12. SEVERABILITY

If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

13. ASSIGNMENT OF CLAIMS

Claimants hereby represents and warrant that they have not heretofore assigned or transferred or purported to assign or transfer to anyone or any entity any claims, assertions of claims, demands, actions, causes of action, or suits based upon, arising out of, pertaining to, concerning or connected with any other matters herein released. Claimants agree to defend, indemnify and hold harmless Respondent against any claim, demand, damage, debt, liability, account, action, cause of action, attorneys' fees actually paid or incurred, cost, or expense arising out of or in connection with any such transfer, assignment or purported or claimed transfer or assignment.

14. INTEGRATION CLAUSE

This Agreement constitutes and contains the entire agreement and understanding between the parties concerning the subject matter of this Agreement and supersedes and replaces all prior negotiations and agreements proposed or otherwise, whether written or oral, concerning the subject matter of this Agreement. This is an integrated document.

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Claimant Figueroa's Initials
Claimant Sandoval's Initials
Respondent's Initials

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15. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, his or their respective legal successors, heirs, administrators, executors, assigns and each of them.

16. CAPTIONS

The captions utilized herein have been inserted solely for identification and reference purposes only and shall not be used in the construction or interpretation of this Agreement.

17. NON-ADMISSION OF LIABILITY

Claimants acknowledge that the consideration detailed herein does not constitute an admission of liability, express or implied, on the part of Respondent with respect to any fact, matter or event which may be involved in the Action or in any underlying events or incidents. Claimants acknowledge that Respondent is providing them with the above-recited consideration solely for the purpose of resolving any and all controversies and disputes, known and unknown, between Claimants and Respondent.

18. JOINT DRAFTING

Claimants and Respondent agree and understand that this Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

19. ATTORNEYS' FEES AND COSTS

Nothing in this Agreement, nor the existence of this Agreement, shall be interpreted to render Claimants prevailing party for any purpose, including, but not limited to, an award of attorneys' fees and costs. The parties agree that each party shall bear their own attorneys' fees and costs.

Claimant Figueroa's Initials
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20. ENFORCEMENT OF AGREEMENT

In the event any legal action or other proceeding is brought to enforce or interpret any term of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and all reasonable litigation related costs and expenses incurred, regardless of whether applicable law authorizes, is silent about, or prohibits them (including costs taxable as court costs by applicable rule or statute, and all other litigation costs reasonably incurred and reasonable in amount, including but not limited to deposition transcript copies, expert witness fees, photocopying, lodging, mileage, meals, legal research fees, investigative fees and expenses, and discovery management and storage fees) incurred in that action or other proceeding, in addition to any other relief to which he, or it may be entitled. The parties agree that this Agreement shall be deemed admissible as evidence only in an action for breach of this Agreement. The parties agree that the Agreement are not admissible as evidence in any other action for any purpose whatsoever.

21. COUNTERPARTS

This Agreement may be signed in separate counterparts, which together shall constitute one instrument.

22. FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES

Claimants sign this Agreement without reliance upon any representation by the company outside of the terms of this Agreement, and Claimants have carefully read this Agreement and signs the same of their own free will. A signed facsimile/electronically transmitted version of

Claimant Figueroa's Initials
 Claimant Sandoval's Initials
 Respondent's Initials

DS
 DS
 DS
 DS
 f
 FS
 RA

this Agreement by either party shall have the same force and effect as a signed original of this Agreement.

23. CHOICE OF LAW

This Agreement shall be construed in accordance with the laws of the State of California.

24. WAIVER

No term or condition of this Agreement may be waived except in a writing signed by the party to be bound thereby.

25. ADMISSIBILITY OF AGREEMENT AND CCP 664.6 ENFORCEMENT

This Agreement is admissible and subject to disclosure for the purpose of enforcing this Agreement pursuant to California *Code of Civil Procedure* section 664.6, or any other procedure permitted by law, and the provisions of the confidentiality agreement signed by the Parties relative to the negotiation of this Agreement are waived with respect to this Agreement.

The Parties mutually agree that this Agreement shall constitute a final, binding and enforceable agreement that may be enforced pursuant to Code of Civil Procedure §664.6. The Parties agree that all the conditions necessary to enforce the agreement under CCP §664.6 have been met. The Parties agree that if there needs to be a motion and/or action to enforce the settlement agreement, it will be filed with the State Court directly (as opposed to in Arbitration). The Parties agree that it is their intent, and agreement, that the State Court maintain jurisdiction under CCP §664.6 to enforce the terms of the settlement agreement. The Parties agree that the Confidentiality clause do not apply to any motion to enforce the settlement agreement under CCP §664.6 and/or any other action to enforce the settlement agreement.

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Claimant Figueroa's Initials
Claimant Sandoval's Initials
Respondent's Initials

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26. MODIFICATION

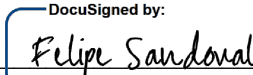
This Agreement may not be amended, except in writing signed by the parties hereto.

SIGNATURES

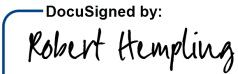
DATED: December __, 2023
1/3/2024

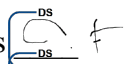
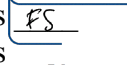
By:  DocuSigned by:
Claimant Carlos Figueroa

DATED: December __, 2023
1/23/2024

By:  DocuSigned by:
Claimant Felipe Sandoval

DATED: December __, 2023
1/29/2024

By:  DocuSigned by:
Respondent Gloria Lance, Inc. dba Electric
Designs
Its: President

Claimant Figueroa's Initials 
Claimant Sandoval's Initials 
Respondent's Initials 