

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This is a Confidential Settlement Agreement and General Release ("Agreement") between James Neal ("Mr. Neal"), a resident of the state of California and EDITION Management, LLC and each of its parents, subsidiaries, and divisions ("EDITION"). When used herein, the term "Parties" shall mean and include Mr. Neal and EDITION.

WHEREAS, Mr. Neal was employed by the West Hollywood EDITION (the "Hotel") as a bartender/attendant-bar and his employment ended on March 10, 2021;

WHEREAS, Mr. Neal and EDITION are parties to a civil lawsuit pending in the Superior Court of the State of California, County of Los Angeles styled *James Neal, on behalf of himself and all "aggrieved employees" pursuant to Labor Code § 2698 et seq.*, Case No. 21SMCV00503 (the "Action"). The Action is brought as an individual action, class action, and representative action pursuant to the Private Attorneys General Act, Cal. Labor Code § 2699.3 ("PAGA"), in which Mr. Neal asserts that EDITION has committed various California Labor Code and related violations against him, other allegedly "similarly situated" individuals, and other allegedly "aggrieved employees;"

WHEREAS, EDITION denies Mr. Neal's allegations in the Action, denies any wrongdoing, and denies that Mr. Neal is entitled to any relief against EDITION whatsoever;

WHEREAS, the Parties have agreed to compromise the issues in the Action pursuant to the terms herein; and

WHEREAS, the Parties understand and agree that neither the making of this Agreement nor anything contained herein, shall, in any way, be construed or considered to be an admission by either party of guilt, wrongdoing, or noncompliance with any federal, state or local statute, public policy, tort law, contract law, common law, or any other wrongdoing whatsoever. This Agreement is entered solely to buy peace and to resolve disputed claims and for no other reason.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration as hereinafter recited, the adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. In exchange for the promises made by Mr. Neal in this Agreement and within twenty-one (21) calendar days following the later of (i) EDITION's receipt of the executed Agreement and completed W-9 tax forms for Mr. Neal and Mr. Neal's counsel and (ii) the Court's dismissal of this Action (as contemplated in Paragraph 2, below), EDITION will pay the sum of Forty Thousand Dollars (\$40,000.00), in settlement of all claims, known or unknown, asserted or unasserted, including, but not limited to, claims for unpaid wages, penalties, compensatory, common law and restitution damages, and attorneys' fees, payable as follows: (i) the sum of Four Thousand Dollars (\$4,000), *less applicable taxes and other lawful deductions*, payable to Mr. Neal, which payment shall be attributable to back wages and reported (including withholdings) on an IRS Form W-2; and (ii) in satisfaction of any claim under applicable federal or state statutes for attorneys' fees, the sum of Thirty-Six Thousand Dollars (\$36,000) made

payable to Gaines & Gaines, APLC Client Trust Account, for which IRS Forms 1099 shall be issued to Gaines & Gaines, APLC and to Mr. Neal. Mr. Neal agrees that he is responsible for any and all taxes on the payment identified above. Mr. Neal further agrees to indemnify and hold harmless EDITION from any and all judgments, liabilities, penalties, interest, excise taxes, additions to tax, claims, damages, costs and expenses, including but not limited to, reasonable attorneys' fees, which EDITION may hereafter sustain and be required to pay in connection with the payment above. Mr. Neal further acknowledges and understands that EDITION makes no representations to him regarding the income tax treatment or consequences of any sums paid in connection herewith.

2. Within five (5) business days of the execution of this Agreement, Mr. Neal shall sign or cause his counsel to sign and file a stipulation of dismissal of the Action, in its entirety (i) with prejudice as to his individual claims, and (ii) without prejudice as to his class and PAGA claims. The request shall be accompanied by a declaration of Plaintiff's counsel explaining the reasons for the dismissal. To the extent required by the court following the submission of the dismissal papers, Mr. Neal and EDITION shall jointly represent, through counsel, that they are not aware of any other allegedly "aggrieved employees" for purposes of PAGA and use their best efforts to obtain court approval of their requested dismissal, including, if necessary, filing any additional papers with the Court to dismiss the PAGA or class claims, subject to the provisions of this Agreement (and if the Court requests to review this Agreement, the Agreement may be reviewed *in camera* or otherwise filed under seal). If the Parties are not able to have the Action dismissed in its entirety subject to the terms of this Agreement, this Agreement shall be null and void and the Action will continue as if no settlement had been reached.

3. In exchange for EDITION's payments and promises contained in this Agreement, Mr. Neal, for himself and his heirs, successors and assigns, hereby releases and discharges EDITION, its hotel owners, shareholders, subsidiaries, successors, affiliates, insurers, officers, directors, employees, attorneys, representatives, agents, administrators, trustees, fiduciaries, and any employee benefit plans sponsored or administered by EDITION ("Released Parties") from any and all causes of action, claims, demands, costs and expenses, or damages, whether known or unknown, which he now has, or which have been or could have been asserted or could be asserted by Mr. Neal or on Mr. Neal's behalf arising out of any act, occurrence or transaction on or before the date of his signature on this Agreement, including, without limitation, any claims for wages, back pay, front pay, bonuses, commissions, severance pay, emotional distress, liquidated damages, compensatory damages, penalties, exemplary damages, or punitive damages arising out of Mr. Neal's employment with EDITION or separation of employment with EDITION. This release includes, but is not limited to, any and all claims for declaratory or equitable relief, claims for contribution or indemnity, any form of compensation, back pay, front pay, employee benefits, damages, reinstatement, and/or attorneys' fees and expenses, known or unknown, vested or contingent, which Mr. Neal now has or ever had resulting from any alleged violation, asserted or unasserted, of any federal, state and/or local laws, rules or regulations, including, but not limited to claims under Sections 1981 through 1988 of Title 42 of the United States Code, the National Labor Relations Act, 29 U.S.C. § 151 et seq., the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. (including the Equal Pay Act), the Civil Rights Acts of 1866, 1871, 1964, and 1991 (inclusive of 42 U.S.C. § 2000(e) et seq.), the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et

seq., the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq., the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq., the Rehabilitation Act of 1973, the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 18 et seq., the Uniform Services Employment and Reemployment Act, 38 U.S.C. § 43 et seq., Section 806 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. § 1514A, the California Constitution, California anti-discrimination laws, and the California Labor Code, or any other federal, state, or local human rights, civil rights, wage-hour, pension or labor laws, rules and/or regulations, public policy, contract or tort laws, or any claim arising under the common law, including emotional distress, or any claims under EDITION's benefits plans, or any claim for costs, fees or other expenses, including any and all attorneys' fees, or any other action relating to or arising out of his employment with EDITION based upon any conduct up to and including the date of execution of this Agreement. The identification of specific statutes is for purposes of example only, and the omission of any specific statute or law shall not limit the scope of this general release in any manner.

4. Mr. Neal and EDITION agree that the settlement payment set forth in paragraph 1, *supra*, is not intended to constitute settlement of any class or PAGA claim. Notwithstanding the foregoing, in exchange for EDITION's payments and promises contained in this Agreement, Mr. Neal agrees to forever waive and forego his right to pursue a class or PAGA claim against any of the Released Parties based on any purported Labor Code violations and/or claims released herein, whether known or unknown, arising out of any act, occurrence or transaction on or before the date of this Agreement, including without limitations his employment or the separation thereof with EDITION as of the date of his execution of this Agreement. Mr. Neal further covenants that he will not sue or otherwise bring a class or PAGA claim, or otherwise become a member of any class or an "aggrieved employee" for purposes of PAGA, against any of the Released Parties based on any purported Labor Code violations and/or claims released herein, whether known or unknown, arising out of any act, occurrence or transaction on or before the date of his signature on this Agreement, including without limitation his employment or the separation thereof with EDITION.

5. Mr. Neal agrees and understands that he may have claims against the Released Parties of which, at the time of the execution of this Agreement, he has no knowledge or suspicion, but agrees and represents that this Agreement extends to all claims against the Released Parties, whether or not known, claimed or suspected by Mr. Neal as of the date he signs this Agreement. It is also understood and agreed that the released claims include not only claims presently known to Mr. Neal but also include all unknown or unanticipated claims, rights, demands, actions, obligations, liabilities, and causes of action of any and every kind, nature, and character whatsoever, which would otherwise come within the scope of the released claims. Therefore, Mr. Neal knowingly and voluntarily waives any and all rights or benefits which he may now have, or in the future may have, under the terms of Section 1542 of the California Civil Code which provides as follows:

1542. 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. Mr. Neal agrees that after the date of his execution of this Agreement, he will not, to the public or to any individual person or entity, disparage, criticize, condemn or impugn the reputation or character of EDITION or any related business entity, any of their officers or employees, or any of their actions or writings, specifically including but not limited to any of the policies, practices, procedures or advertisements, which are, have been or may be taken or produced by these entities. This applies not only to oral communications but also to all written communications including, but not limited to, communications through social media/social networking sites such as Facebook, Twitter, Instagram, TikTok, MySpace, Snapchat, and the like.

7. EDITION agrees that, in response to inquiries from prospective employers, it will provide only Mr. Neal's dates of employment and positions held so long as Mr. Neal directs prospective employers to the following telephone number: 1-800-367-5690 (employer code – 10285). Mr. Neal will not provide any potential future employer or other referral of Mr. Neal with the name of any current or former employee of EDITION to discuss Mr. Neal's employment with EDITION or to conduct a reference check.

8. Mr. Neal agrees he will not directly or indirectly institute, solicit, encourage, advise, consult, assist in, cooperate with, or participate in the commencement and/or prosecution of any lawsuit by any party against the Released Parties in regard to the released claims herein. Mr. Neal also represents that, with the exception of the Action and the related claim with the LWDA, he has not filed or caused to be filed any complaints, suits, actions, charges, allegations, claims and/or proceedings relating to or arising out of his employment with EDITION. In the event that, for any reason, any complaint, suit, action, or claim is not or has not been wholly and finally dismissed with prejudice, Mr. Neal shall not voluntarily testify, provide documents or otherwise participate, or permit others to participate on his behalf, in any such litigation, investigation or other proceeding arising therefrom or associated therewith, except if by order of a court of competent jurisdiction or pursuant to a subpoena. The consideration provided to Mr. Neal in this Agreement shall be the sole relief, legal or equitable, provided for the claims that are released herein, and Mr. Neal will not be entitled to recover and agrees to waive any monetary benefits or other recovery in connection with any such claims regardless of who has brought such claims. If any local, state, or federal agency or court assumes jurisdiction of any complaint or charge against EDITION on Mr. Neal's behalf, Mr. Neal agrees to inform such agency or court that he has waived his right to recover damages or other relief against EDITION. In the event that Mr. Neal voluntarily or knowingly institutes, or becomes a party to, or is a member of a class that institutes any action regarding the claims released herein or relating to his employment or separation thereof with EDITION, his claim shall be dismissed or class membership terminated immediately upon presentation of this Agreement, and he shall reimburse EDITION for all legal fees and expenses incurred in defending such claims instituted with Mr. Neal's consent or ratification, and in obtaining the dismissal thereof. This Agreement shall not interfere with Mr. Neal's right to file a complaint or charge or cooperate in an investigation or proceeding conducted by the Equal Employment Opportunity Commission or other local, state, or federal, regulatory or law enforcement agency.

9. Mr. Neal represents that with the exception of his attorney, his tax advisors, his girlfriend, and his immediate family members (spouse, parents and children, if any), he has not discussed the terms or existence of this Agreement with any individual and covenants not to disclose the existence or terms of this Agreement unless required by law to do so; provided that in response to an inquiry, Mr. Neal may state that his differences with EDITION have been resolved, without violating this covenant. Mr. Neal further represents that he has instructed or will instruct the individuals identified in this paragraph (if any) about the covenant not to disclose and that any breach of this covenant not to disclose by any such individual will be deemed a breach of the covenant by Mr. Neal. This covenant not to disclose shall not restrict Mr. Neal's ability to enforce or defend the terms of this Agreement. Mr. Neal agrees that any disclosure in violation of this paragraph 9 will result in liquidated damages payable to EDITION in the amount of \$3,000. Mr. Neal acknowledges that it would be difficult if not impossible to determine EDITION's actual monetary damages from such breach, that such damages are uncertain and impractical of determination, and agrees that the liquidated damages set forth in this paragraph represent the damages fairly estimated by EDITION and not a penalty.

10. Mr. Neal agrees that he has returned and surrendered to EDITION all materials, items, documents and data (and copies thereof) in his possession, custody, or control that are EDITION's property (including, but not limited to, keys, credit cards, phones, records, computers, hand held PDAs, cellular phones, computer files and disks, notes, inventory, and any other EDITION information, in whatever form). All of these materials are the sole and absolute property of EDITION.

11. This Agreement shall be binding upon the parties, their heirs, executors, administrators, assigns, successors, beneficiaries, employees and agents, and shall inure to the benefit of their successors and assigns.

12. Mr. Neal understands and agrees that neither this Agreement nor the negotiations in pursuance thereof shall be interpreted to render him a prevailing party for any reason, including, but not limited to, an award of attorneys' fees, expenses or costs under any statute or otherwise.

13. Mr. Neal agrees that he was advised to, and has, consulted with his attorney and reviewed this Agreement prior to executing this Agreement.

14. This Agreement may not be modified, altered or changed except upon express written consent of all parties. This Agreement represents the complete understanding between the parties. No other promises or agreement shall be binding or shall modify this Agreement unless signed by the parties hereto. This Agreement is made in California and shall be interpreted under the laws of the state of California. Its language shall be construed as a whole, according to its fair meaning and not strictly for or against either party.

15. Unless otherwise noted, the Parties will send all notices or correspondences required by this Agreement to the following addresses by email and also by courier, hand delivery, certified mail, or a nationally-recognized overnight delivery service that allows the Parties to confirm both mailing and delivery:

If to EDITION, to:

Kabat Chapman & Ozmer LLP
Attn: Joseph W. Ozmer II & Kristapor Vartanian
333 S. Grand Avenue, Suite 2225
Los Angeles, California 90071
jozmer@kcozlaw.com
kvartanian@kcozlaw.com

If to Mr. Neal, to:

Gaines & Gaines, APLC
Attn: Daniel F. Gaines
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, California 91362
daniel@gaineslawfirm.com

16. Mr. Neal acknowledges that he has read and understands the contents of this Agreement and that he is executing it voluntarily, without any duress and with knowledge of its meaning and effect.

17. This Agreement may be executed in counterparts, each of which shall be an original as against any party who or which signed it, and all of which shall constitute one and the same document. A facsimile or other copy of an executed counterpart hereof, such as an e-mailed PDF copy, shall have the same effect as an original.

18. The terms of this Agreement are contractual and will survive the execution of this Agreement. The Court shall retain jurisdiction to enforce this Agreement, as authorized by Cal. Code of Civil Procedure section 664.6 and as otherwise allowed by law. If there is any action, motion or application filed to enforce this Agreement, the prevailing party shall recover its reasonable attorneys fees and costs incurred.

19. Aside from paragraphs 1-5 of this Agreement, if any other clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

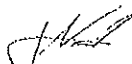
20. Except as otherwise expressly stated in paragraph 1 of this Agreement, EDITION and Mr. Neal shall each bear their own costs and attorneys' fees incurred in connection with the Action, the preparation of this Agreement, or any other matter arising out of or relating to Mr. Neal's employment or relationship with EDITION.

21. Mr. Neal's counsel represents that, other than Mr. Neal, counsel has not, through the date Mr. Neal signed this Agreement, been contacted by, contacted, or referred to other lawyers any persons with, or seeking to assert on their own or on behalf of others, any potential claims against EDITION Management, LLC. Mr. Neal's counsel has memorialized these representations by signing below.

22. In addition to the acts recited in this Agreement, the Parties agree to perform, or cause to be performed on the date of this Agreement, or thereafter, any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby. Each of the Parties agrees that he, she, or it, will execute and deliver all such documents and instruments as may be necessary and appropriate to effectuate the terms of this Agreement.

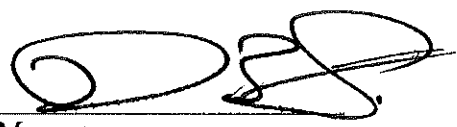
MR. NEAL AFFIRMS THAT HE HAS CONSULTED WITH HIS ATTORNEY PRIOR TO SIGNING THIS AGREEMENT, THAT HE HAS PERSONALLY READ THE AGREEMENT, AND THAT HE IS ENTERING INTO THE AGREEMENT VOLUNTARILY, WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

12 / 06 / 2022

Date


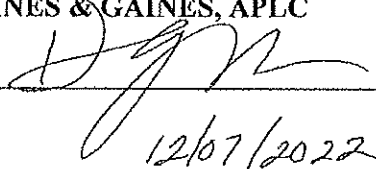
James Neal

EDITION Management, LLC
12/14/22

Date
By: 

General Manager

As to Paragraph 21 Only:

GAINES & GAINES, APLC


Date: 12/07/2022
