

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS (this "Agreement") is made and entered into between Jonathan S. Bonilla Crespo ("Crespo") on the one hand, and Corona Millworks Company, a California Corporation (the "Company"), on the other hand, as of the date last set forth below. Crespo and the Company may be referred to individually as a "Party" and/or collectively as the "Parties."

RECITALS

A. A dispute has arisen between Crespo and the Company, arising out of and related to Crespo performing services at the Company's business beginning in April 2016 and ending in December 2020. Crespo worked at the Company through a staffing agency. The Company disputes that it was ever Crespo's employer;

B. On February 11, 2021, Crespo filed a Class Action and Individual Complaint for Failure to Pay All Minimum Wages, Failure to Pay All Overtime Wages, Failure to Provide Rest Periods and Pay Missed Rest Period Premiums, Failure to Provide Meal Periods and Pay Missed Meal Period Premiums, Failure to Maintain Accurate Employment Records, Failure to Pay Wages Timely During Employment, Failure to Pay All Wages Earned and Unpaid at Separation, Failure to Furnish Accurate Itemized Wage Statements; and Violations of California's Unfair Competition Law, in the San Bernardino County Superior Court, Case No. CIVSB2103729. On May 13, 2021, Crespo filed a first amended complaint adding a representative claim for penalties under the Private Attorneys General Act ("PAGA") (the "FAC"). On August 27, 2021, the Company filed an answer denying the allegations (collectively, the "Action");

C. On or around April 22, 2022, the Company filed a Motion to Compel Arbitration which is currently set to be heard on June 23, 2022.

D. Having agreed to compromise, settle, and discharge all claims, controversies, demands, actions, or causes of action which Crespo may have or claim to have against the Company, and/or any individuals and entities which are in any way related to the Company, including, the Parties to this Agreement now desire to memorialize that agreement in this final form.

NOW, THEREFORE, IN RELIANCE OF THE ABOVE RECITALS AND IN CONSIDERATION of the mutual promises, covenants and agreements herein contained, the Parties agree as follows:

1. **Settlement Payment.** In exchange for the promises and releases contained herein, the Company agrees to pay Crespo the total sum of Seven Thousand Five Hundred Dollars (\$7,500) (inclusive of attorneys' fees and costs) (the "Settlement Payment") made payable as follows:

- a. One check payable to Jonathan S. Bonilla Crespo in the gross amount of Two Thousand and Seven Dollars and Twenty Cents (\$2,007.20), for which Crespo will receive an IRS Form 1099.

- b. One check payable to Crespo's first legal counsel, Melmed Law Group P.C., in the gross amount of Three Thousand Seven Hundred Fifty-Four Dollars and Eighty-Five Cents (\$3,754.85), for attorneys' fees and costs, for which Crespo's Counsel will receive an IRS Form 1099.
- c. One check payable to Crespo's second legal counsel, Bokhour Law Group, P.C. (who, together with Melmed Law Group P.C., are hereafter referred to as "Crespo's Counsel"), in the gross amount of One Thousand Seven Hundred Thirty-Seven Dollars and Ninety-Five Cents (\$1,737.95), for attorneys' fees and costs, for which Crespo's Counsel will receive an IRS Form 1099

The checks described above shall be mailed to: Melmed Law Group P.C., 1801 Century Park East, Suite 850, Los Angeles, California 90067.

The Settlement Payment shall be sent to Crespo's Counsel within thirty (30) days of receipt by the Company's counsel of: (1) a fully executed copy of this Agreement, (2) an IRS form W-9 from Crespo, (3) an IRS form W-9 from Crespo's Counsel; and (4) confirmation from the San Bernardino County Superior Court of dismissal of the first nine causes of action with prejudice as to Plaintiff's individual claims; dismissal of the class claims without prejudice; and dismissal of the tenth cause of action in the FAC (the "PAGA claim") without prejudice.

2. **Dismissal of Claims.** Within five (5) business days of Crespo's Counsel's receipt of the fully executed Agreement, Crespo shall execute such documents and perform such acts as are necessary to dismiss his individual claims set forth in the FAC with prejudice. Within five (5) business days of Crespo's Counsel's receipt of the Settlement Payment, Crespo shall execute such documents and perform such acts as are necessary to withdraw and dismiss his remaining class and representative claims in the Action without prejudice. Crespo shall also withdraw and/or dismiss any other charges or complaints filed by him with any state or federal agency or court against the Company, as well as all agents, officers, directors, shareholders, employees, representatives, affiliated companies, sister companies, parent companies, contractors, and/or all persons acting by, through, under, or in concert with any of them, if any.

3. **Release.** In exchange for the promises contained herein, Crespo (and his heirs, personal representatives, successors and assigns) hereby irrevocably and unconditionally discharges, acquits and forever releases the Company, as well as all its current, future or former agents, officers, directors, managers, shareholders, members, owners, subsidiaries, parent companies, related companies, insurers, receivers, employees, representatives, attorneys, and all persons acting by, through, under or in concert with any of them, and each of their respective heirs, successors, and assigns (collectively, "Releasees"), or any of them, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to (1) claims raised in the Complaint, (2) rights arising out of alleged violations of any contracts, express or implied (including the lease agreement), (3) any covenant of good faith and fair dealing, express or implied, (4) any tort, (5) any legal restrictions on the Company's right to terminate employees or

contractors, or (6) any federal, state or other governmental statute, regulation or ordinance, including, without limitation,

- a. The Civil Rights Act of 1964, as amended,
- b. The Civil Rights Act of 1866,
- c. 42 U.S.C. § 1981,
- d. The California Fair Employment and Housing Act,
- e. Section 503 of the Rehabilitation Act of 1973,
- f. The Americans With Disabilities Act, as amended,
- g. The Fair Labor Standards Act (including the Equal Pay Act),
- h. The California Constitution,
- i. The California Labor Code,
- j. The Family Medical Leave Act,
- k. The California Family Rights Act,
- l. The Genetic Information Non-Discrimination Act,
- m. The National Labor Relations Act,
- n. The Lilly Ledbetter Fair Pay Act of 2009,
- o. The Fair Credit Reporting Act,
- p. The False Claims Act,
- q. The Sarbanes-Oxley Act,
- r. The Uniformed Services Employment and Reemployment Rights Act,
- s. The Occupational Safety and Health Act,
- t. The California Business and Professions Code,
- u. The Employee Retirement Income Security Act, as amended,
- v. The Workers Adjustment & Retraining Notification Act,
- w. Wage claims of all types, whether for non-payment, late payment, overtime, rest periods, meal periods, bonuses, commissions, vacation, deductions and/or penalties,
- x. Wrongful termination in violation of public policy, and
- y. Unfair business practices

which Crespo now has, or claims to have, or which Crespo at any time heretofore had, or claimed to have, against any of the Releasees, including but not limited to all claims which arise out of or relate to Crespo performing services at the Company's business (collectively the "Released Claims").

This general release and waiver of claims however excludes, and Crespo does not waive, release, or discharge: (A) any right to file an administrative charge or complaint with the Equal Employment Opportunity Commission, the Department of Fair Employment and Housing, the Occupational Safety and Health Administration, and the Securities and Exchange Commission ("SEC") or other similar federal or state administrative agencies, although Crespo waives any right to monetary relief related to such a charge or administrative complaint; provided, however, that nothing herein shall be construed to waive or limit Crespo's ability to receive any bounty or award for information provided to the SEC concerning suspected violations of law; (B) claims which cannot be waived by law; and (C) any rights to vested benefits, such as pension or retirement benefits, the rights to which are governed by the terms of the applicable plan documents and award agreements.

4. **Participation in Representative Action** Crespo expressly acknowledges and agrees that he is waiving and releasing his individual rights as an aggrieved employee to initiate, continue or participate in any PAGA representative action that includes, is based on, or arises from any of the Released Claims. Crespo further waives any individual rights as an aggrieved employee to monetary relief related to his PAGA Claim and/or any other third-party's PAGA representative action that includes, is based on, or arises from any of the Released Claims.

5. **Release of Unknown Claims.** It is understood and agreed that this is a full, complete and final general release of any and all claims described as aforesaid, and that it shall apply to all unknown, unanticipated, unsuspected and undisclosed claims, demands, liabilities, actions or causes of action, in law, equity or otherwise, as well as those which are now known, anticipated, suspected or disclosed. Crespo hereby acknowledges that he has been fully advised by his attorneys of the contents of Section 1542 of the Civil Code of the State of California. Section 1542 reads as follows:

Section 1542. (General Release.) 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.

Crespo hereby expressly waives and relinquishes all rights and benefits under Section 1542 and any law or legal principle of similar effect in any jurisdiction with respect to the releases granted in this Agreement.

6. **Taxes.** Crespo hereby agrees, represents and warrants he shall have sole responsibility for the satisfaction of any and all taxes, liens or assignments in law or equity, or otherwise, that may exist with respect to any recovery by Crespo under this Agreement, and that he will pay any taxes, penalties or interest as a result of not making deductions or withholding from the payments set forth above and will not seek indemnification from the Releasees, or any of them, in this regard.

7. **Confidentiality.** The terms of the Agreement shall be confidential, subject to the exceptions stated in Section 23. Accordingly, Crespo agrees to not make any public statement about and not disclose to any third party the fact of, or contents, or terms of this Agreement, unless necessary to implement or enforce its terms or to seek tax or legal advice regarding this Agreement or by any other process of law. Crespo may disclose information about this Agreement to his immediate family or his financial, tax, and legal advisors. Crespo will not disclose any information about this Agreement or the Settlement Payment made pursuant to this Agreement, to any current or former employee of the Company.

8. **Costs.** Except as provided in this Agreement, Crespo and the Company shall not seek to recover their own costs, expenses, and attorneys' fees from the other Party, whether taxable or otherwise, incurred in or arising out of or in any way related to the matters released herein, except for those costs and attorneys' fees as specifically stated herein.

9. **No Admission of Liability.** It is understood and agreed that this is a compromise settlement of disputed claims and that the promises and payment in consideration of this Agreement shall not be construed to be an admission of any liability or obligation whatsoever by any party or Releasee to Crespo or to any other person whomsoever.

10. **Consideration.** The Parties acknowledge that the settlement includes fair and reasonable consideration for the settlement of Crespo's individual claims. Crespo is entering this Agreement in his individual capacity, and not in his capacity as a private attorney general for the State of California or as a class representative for other similarly-situated employees. All consideration under this Agreement is for Crespo's release of his individual wage-and-hour claims against the Releasees, as defined above. Crespo, having resolved his individual wage-and-hour claims against the Releasees, agrees that he is no longer a suitable class or PAGA representative and agrees to not file any future class or representative wage-and-hour actions against the Releasees for the released claims described above.

11. **Representation.** The Parties represent that they fully understand their right to discuss all aspects of this Agreement with an attorney and that this Agreement was reached after substantial negotiations. The Company and Crespo 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.

12. **Not a Medicare or Medicaid Beneficiary.** Crespo represents that he is not a Medicare or Medicaid beneficiary and he does not have any children who are beneficiaries of the State Children's Health Insurance Program. Crespo agrees that the Settlement Payment is not subject to any Medicare or Medicaid interests, including but not limited to liens. If Medicare or Medicaid (or the agency representing Medicare or Medicaid's interests) later determines that it does have an interest in any portion of any payment to Crespo under this Agreement, the satisfaction of such interest, if any, is the sole responsibility of Crespo. Crespo agrees to indemnify, defend and hold harmless the Company and the Company's insurers, agents and attorneys, from any liens, fees or penalties concerning Medicare or Medicaid, and from any action by Medicare or Medicaid seeking payment of past, current or future medical expenses for Crespo.

13. **No Reliance.** Crespo represents and acknowledges that in executing this Agreement he does not rely upon, and has not relied upon, any representation or statement not set forth herein made by any Releasee or by any of their agents, representatives, or attorneys with regard to the subject matter, basis or effect of this Agreement or otherwise.

14. **Capacity.** Crespo represents and warrants that he has the capacity to understand the terms of and execute this Agreement.

15. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto and constitutes the complete, final and exclusive embodiment of their agreement with respect to the subject matter hereof. The terms of this Agreement are contractual and not a mere recital.

16. **Binding.** This Agreement shall bind the heirs, personal representatives, successors and assigns of each Party, and inure to the benefit of each Party and Releasee, and their or its agents, directors, officers, employees, servants, successors and assigns.

17. **No Assignment.** Crespo hereby warrants and represents that he has not transferred or assigned or attempted to transfer or assign any of the claims released hereunder.

18. **Choice of Law.** This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of California.

19. **Severability.** With the exception of Paragraphs 3-5, the provisions of this Agreement are severable, and if any of its provisions are found to be unenforceable other than Paragraphs 3-5, the remaining provisions shall remain fully valid and enforceable.

20. **Captions.** Captions and heading of the sections and paragraphs of this Agreement are intended solely for convenience, and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

21. **Counterparts.** This Agreement may be executed in any number of counterparts and the acceptance of any Party to the terms hereof may be evidenced by the fax or email transmission of a Party's signature, including a Party's electronic signature (e.g., DocuSign).

22. **Enforcement.** If any action at law or equity is brought to enforce or interpret the terms of this Agreement, the prevailing Party shall recover his, her or its reasonable attorneys' fees and costs.

23. **No Prohibition.** Crespo is hereby advised and, by Crespo's signature below, Crespo acknowledges that nothing in this Agreement or in any agreement between Crespo and the Company prevents Crespo from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Crespo has reason to believe is unlawful. Additionally, nothing in this Agreement or any agreement between Crespo and the Company prohibits or limits Crespo (or Crespo's attorney) from initiating communications directly with, responding to any inquiry from, volunteering information to, or providing testimony before the Securities and Exchange Commission, the Department of Justice, the Financial Industry Regulatory Authority, Inc., or any other self-regulatory, governmental, law enforcement, or regulatory authority regarding this Agreement and its underlying facts and circumstances, or from any reporting of, investigating into, or assisting with any proceeding regarding suspected violations of law, and that Crespo is not required to advise or seek permission from the Company before engaging in any such activity. Furthermore, nothing contained in this Agreement is intended to prohibit or restrict Crespo in any way from making any disclosure of information required by law.

24. **Certification.** Crespo certifies that he has read and understands all of this Agreement, and is entering into this Agreement freely, knowingly and voluntarily, intending to be bound by its terms.

PLEASE READ CAREFULLY. THIS SETTLEMENT AND RELEASE INCLUDES A

RELEASE OF AL KNOWN AND UNKNOWN CLAIMS.

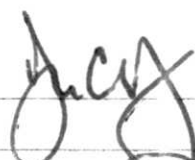
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below:

Dated: 6/16, 2022


Jonathan S. Bonilla Crespo

Dated: 6/6, 2022

Corona Millworks Company, a California Corporation

By:  JOSE CORONA SR
Its:  JOSE CORONA SR