

CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT

This Confidential Settlement and Release Agreement (“Agreement”) is made by and between Victoria Brazil (“Plaintiff”) on the one hand, and Family First Funding, LLC (“Defendant”) on the other hand. Plaintiff and Defendant shall be referred to herein collectively as the “Parties.”

RECITALS

WHEREAS, on April 23, 2021, Plaintiff filed a Complaint in Los Angeles Superior Court, Case No. 21STCV15522 against Defendant; thereafter, on July 22, 2021, Plaintiff filed a First Amended Complaint (the “Action”);

WHEREAS, the Parties wish to resolve all disputes, claims, causes of action, complaints, grievances, charges, actions, petitions, and demands (collectively, “Claims”; individually, a “Claim”) that Plaintiff may have against Defendant and any of the Releasees (as defined below in Section 3), including, but not limited to, the Action and all Claims arising out of or in any way related to Plaintiff’s employment with or separation from Defendant.

NOW, THEREFORE, in consideration of the mutual promises made herein, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

COVENANTS

1. Payment. In exchange for Plaintiff’s execution, and non-revocation of, this Agreement, and Plaintiff’s dismissal of the Action, Defendant agrees to pay Plaintiff a gross sum of Thirteen Thousand Five Hundred Dollars (\$13,500.00) (the “Settlement Payment”) made payable as follows:

a. One check payable to Victoria Brazil in the gross amount of Five Thousand Thirty-Nine Dollars and Forty-Seven Cents (**\$5,039.47**), for alleged non-wage damages, for which amount Plaintiff will receive an IRS Form 1099.

b. One check payable to Victoria Brazil in the gross amount of One Thousand Two Hundred Fifty-Nine Dollars and Eighty-Seven Cents (**\$1,259.87**), for alleged wage damages, for which amount Plaintiff will receive a W-2, subject to applicable withholdings.

c. One check payable to Plaintiff’s first legal counsel, Melmed Law Group P.C. in the gross amount of Four Thousand Seven Hundred Twenty-Nine Dollars and Forty-One Cents (**\$4,729.41**), for attorneys’ fees and costs, for which Plaintiff’s Counsel will receive an IRS Form 1099.

d. One check payable to Plaintiff’s second legal counsel, Ackermann & Tilajef, P.C. (who, together with Melmed Law Group P.C., are hereafter referred to as “Plaintiff’s Counsel”) in the gross amount of Two Thousand Four Hundred Seventy-One Dollars and Twenty-Five Cents (**\$2,471.25**), for attorneys’ fees and costs, for which Plaintiff’s Counsel will receive an IRS Form 1099.

e. Plaintiff's Counsel shall provide the Defendant completed W-9 for Plaintiff within seven (7) calendar days from the Effective Date (as defined below in Section 21). Settlement Payment shall be remitted to Plaintiff's counsel at 1801 Century Part East, Suite 850, Los Angeles, California 90067, by the later of the following: (1) seven calendar days after the date by which the Court dismisses the Action with prejudice as to Plaintiff's individual claims and without prejudice as to Plaintiff's representative claims; or (2) April 29, 2022. Notwithstanding any other provision of this Agreement, Settlement Payment shall not be owed unless and until the Action is dismissed.

f. The Parties agree that the proffering of the Settlement Payment shall not be deemed as, construed as, or argued to represent any admission of fault by Defendant. These payments include consideration for the settlement of Plaintiff's individual claims asserted at any time in the Action, including claims for attorneys' fees and costs. No other payments will be due or owing from any Party and Plaintiff represents that no other attorneys' or firms have any claim to any attorneys' fees or costs in connection with this Action. Plaintiff is entering this Agreement in her individual capacity, and not in her 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 Plaintiff's release of her individual wage-and-hour claims against the Releasees, as defined below. Plaintiff, having resolved her individual wage-and-hour claims against the Releasees, agrees that she 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 below.

2. Payment of Wages and Receipt of All Benefits. Plaintiff acknowledges and represents that, other than the consideration set forth in this Agreement, Defendant has paid or provided all disputed wages, bonuses, accrued vacation/paid time off, disputed premiums, leaves, interest, severance, fees, reimbursable expenses, and any and all other benefits and disputed compensation due to Plaintiff.

3. Release of Claims. Plaintiff agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Plaintiff by Defendant and its current and former officers, directors, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, insurers, trustees, divisions, parents, and subsidiaries, and predecessor and successor corporations and assigns (collectively, the "Releasees"). Plaintiff, on Plaintiff's own behalf and on behalf of Plaintiff's respective heirs, family members, executors, agents, and assigns, hereby and forever releases the Releasees, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any Claim, duty, or obligation relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Plaintiff may individually possess against any of the Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the Effective Date (as defined below in Section 21), including, without limitation:

- a. any and all Claims alleged by Plaintiff in the Action;
- b. any and all Claims relating to or arising from Plaintiff's employment relationship with Defendant and the termination of that relationship;
- c. any and all Claims for wrongful discharge or constructive discharge of

employment; termination (including constructive discharge) in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

d. any and all Claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Labor Standards Act; the Fair Credit Reporting Act; the Age Discrimination in Employment Act of 1967 (“ADEA”); the Older Workers Benefit Protection Act; the Plaintiff Retirement Income Security Act of 1974 (“ERISA”); the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; the Sarbanes-Oxley Act of 2002; the Immigration Control and Reform Act; California Family Rights Act; the California Labor Code; and the California Fair Employment and Housing Act;

e. any and all Claims for violation of the federal or any state constitution;

f. any and all Claims arising out of any other laws and regulations relating to employment or employment discrimination;

g. any Claims for any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received by Plaintiff as a result of this Agreement; and

h. any and all Claims for or requests to recover attorneys’ fees and costs.

Plaintiff agrees that the release set forth in this Section 3 shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not extend to any obligations incurred under this Agreement. This release does not release claims that cannot be released as a matter of law, including, but not limited to, Plaintiff’s right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission, or any other local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, against Defendant (with the understanding that any such filing or participation does not give Plaintiff the right to recover any monetary damages against Defendant; Plaintiff’s release of Claims herein bars Plaintiff from recovering such monetary relief from Defendant). Plaintiff agrees that she is not an “aggrieved Plaintiff” in any way for purposes of California’s Private Attorneys General Act (“PAGA”), California Labor Code §§ 2698 et seq., and therefore Defendant is not liable for any penalties pursuant to PAGA for any conduct arising during Plaintiff’s employment with Defendant. Plaintiff represents that Plaintiff has made no assignment or transfer of any right, Claim, complaint, charge, duty, obligation, demand, cause of action, or other matter waived or released by this Section 3.

4. California Civil Code Section 1542. Plaintiff acknowledges that Plaintiff has been advised to consult with legal counsel and is familiar with the provisions of California Civil Code

section 1542, a statute that otherwise prohibits the release of unknown Claims, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECTS 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 THE RELEASED PARTY.

Plaintiff, being aware of said code section, agrees to expressly waive any rights Plaintiff may have thereunder, as well as under any other statute or common law principles of similar effect.

5. Dismissal of Action; No Pending or Future Lawsuits. Plaintiff agrees to voluntarily dismiss the Action *with prejudice* as to Plaintiff's individual claims and *without prejudice* as to Plaintiff's representative claims within twenty-one (21) days of execution of this Agreement. Other than the Action, Plaintiff represents that Plaintiff has no lawsuits, actions, or Claims pending in Plaintiff's name, or on behalf of any other person or entity, against Defendant or any of the other Releasees. Plaintiff also represents that Plaintiff does not intend to bring any Claims on Plaintiff's own behalf or on behalf of any other person or entity against Defendant or any of the other Releasees.

6. Confidentiality. Plaintiff agrees to maintain in complete confidence the contents and terms of this Agreement and the consideration for this Agreement (hereinafter collectively referred to as "Settlement Information"). Except as otherwise required by law, Plaintiff may disclose Settlement Information only to Plaintiff's spouse, a court in any proceedings to enforce the terms of this Agreement, Plaintiff's counsel, and Plaintiff's accountant and any professional tax advisor to the extent that they need to know the Settlement Information in order to provide advice on tax treatment or to prepare tax returns, and must prevent disclosure of any Settlement Information to all other third parties. Plaintiff agrees that Plaintiff will not publicize, directly or indirectly, any Settlement Information.

7. Non-Disparagement. Plaintiff agrees that Plaintiff will refrain from making any oral or written statement or takes any other action which disparages or criticizes the other or any Releasees. For purposes of this Section, a disparaging statement is any communication, oral or written, which would tend to cause the recipient of the communication to question the business condition, integrity, competence, fairness, or good character of the person to whom, or entity to which, the communication relates. Plaintiff acknowledges that this non-disparagement provision is a material provision of this Agreement, and that any breach of it will be a material breach of this Agreement, subject to Liquidated Damages under Section 9.

8. No Cooperation. Plaintiff agrees that Plaintiff will not encourage, counsel, or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, or Claims by any third party against any of the Releasees, unless under a subpoena or other court order to do so. Plaintiff agrees to make reasonable efforts to notify Defendant upon receipt of any such subpoena or court order. If approached by anyone for counsel or assistance in the presentation or

prosecution of any disputes, differences, or Claims against any of the Releasees, Plaintiff shall state no more than that Plaintiff cannot provide counsel or assistance.

9. Liquidated Damages. Plaintiff agrees that any proven breach by Plaintiff (including by Plaintiff's agents, attorneys or spouse, if any) of Section 6 through 8 will cause immediate and irreparable injury to Defendant, the exact amount of which is difficult, if not impossible, to determine. Accordingly, in the event Plaintiff (including Plaintiff's agents, attorneys or spouse, if any) breaches Section 6 through 8, and Defendant and/or any Released Party proves the breach of Section 6 through 8, then Plaintiff shall pay to the Defendant/Releasees the sum of Six Hundred Seventy-Five Dollars and Zero Cents (\$675.00) as liquidated damages, per occurrence, which represents a fair estimate of the reasonable compensation for such a breach. The Parties acknowledge and agree that the liquidated damages are not a penalty, but rather reasonable damages that the Defendant and/or a Releasees would be entitled to recover.

10. No Admission of Liability. Plaintiff understands and acknowledges that this Agreement constitutes a compromise and settlement of any and all actual or potential disputed Claims by Plaintiff. No action taken by Defendant, either previously or in connection with this Agreement, shall be deemed or construed to be (i) an admission of the truth or falsity of any actual or potential Claims or (ii) an acknowledgment or admission by Defendant of any fault or liability whatsoever to Plaintiff or to any third party.

11. No Representations Relating to Taxability. Neither Defendant nor its counsel have made any representations regarding the taxability of the monetary consideration by Defendant, including the Settlement Payment, made pursuant to this Agreement. Plaintiff represents that Plaintiff (a) has had an opportunity to receive independent legal advice regarding the taxability of any sums payable to Plaintiff hereunder and (b) has not relied upon any representation of Defendant or their counsel relating to the taxability of any sums made pursuant to this Agreement. Plaintiff understands and expressly agrees that in the event any income or other taxes, including any interest or penalties, are determined to be owed by Plaintiff on the payments made pursuant to this Agreement, that Plaintiff will be solely responsible for the payment of such amounts.

12. Costs of Agreement. The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with the preparation of this Agreement.

13. Authority. Defendant represents and warrants that the undersigned have the authority to act on behalf of the Defendant and to bind Defendant and all who may claim through them to the terms and conditions of this Agreement. Plaintiff represents and warrants that Plaintiff has the capacity to act on Plaintiff's own behalf and on behalf of all who might claim through Plaintiff to bind them to the terms and conditions of this Agreement. Plaintiff warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the Claims released herein.

14. No Representations. Plaintiff represents that Plaintiff has had an opportunity to consult with an attorney and has carefully read and understands the scope and effect of the provisions of this Agreement. Plaintiff has not relied upon any representations or statements made by Defendant that are not specifically set forth in this Agreement.

15. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

16. Fees and Costs. In the event that either Party brings an action to enforce, defend, or affect its rights under this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including the costs of mediation, litigation, court fees, and reasonable attorneys' fees incurred in connection with such an action ("Fees and Costs").

17. Entire Agreement; Full Integration. This Agreement represents the entire agreement and understanding between the Parties concerning the subject matter of this Agreement and Plaintiff's employment with and separation from Defendant and the events leading thereto and associated therewith. This Agreement supersedes and replaces any and all prior agreements, promises, representations, and understandings concerning the subject matter of this Agreement and Plaintiff's relationship with Defendant, except as modified herein. No extrinsic evidence whatsoever may be introduced in any judicial proceedings or arbitration involving this Agreement.

18. Mutual Drafting. Each Party has participated, or had the right to participate, in the drafting, negotiation, and preparation of this Agreement. The Parties expressly waive any Claim, rule of law, contention, or argument that would require ambiguities in this Agreement to be interpreted or construed against the Party that drafted the Agreement.

19. No Oral Modification. This Agreement shall only be amended in a writing signed by Plaintiff and Defendant's Chief Executive Officer (or Defendant's respective designees).

20. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard for choice-of-law provisions. The Parties consent to personal and exclusive jurisdiction and venue in the State of California.

21. Effective Date. This Agreement shall be effective upon signature of the Parties. Plaintiff understands that this Agreement shall be null and void if Plaintiff does not execute the Agreement within twenty-two days (22) days from the date this Agreement is provided to Plaintiff's legal counsel.

22. Section Headings. Section headings used in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. The Parties also understand and agree that a facsimile, electronic signature, or digital signature shall be deemed an original signature for purposes of this Agreement.

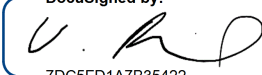
24. Voluntary Execution of Agreement. Plaintiff understands and agrees that Plaintiff executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of

Defendant or any third party, with the full intent of releasing all of Plaintiff's Claims against Defendant and any of the other Releasees. Plaintiff acknowledges that:

- a. Plaintiff has read this Agreement;
- b. Plaintiff has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of Plaintiff's own choice or has elected not to retain legal counsel;
- c. Plaintiff understands the terms and consequences of this Agreement and of the releases it contains; and
- d. Plaintiff is fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Victoria Brazil, an individual

DocuSigned by:

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Dated: April 18, 2022

Victoria Brazil

Family First Funding, LLC

Dated: April __, 2022

By _____
By:
Authorized Representative for Family First
Funding, LLC

Defendant or any third party, with the full intent of releasing all of Plaintiff's Claims against Defendant and any of the other Releasees. Plaintiff acknowledges that:

- a. Plaintiff has read this Agreement;
- b. Plaintiff has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of Plaintiff's own choice or has elected not to retain legal counsel;
- c. Plaintiff understands the terms and consequences of this Agreement and of the releases it contains; and
- d. Plaintiff is fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Victoria Brazil, an individual

Dated: April __, 2022

Victoria Brazil

Family First Funding, LLC

Dated: April 8, 2022

By

By: Gabriel Gillen, Its President
Authorized Representative for Family First
Funding, LLC