

**Settlement Agreement ("Agreement") between
Rachel Palazzi ("Plaintiff") v Bruce Randy Arvit ("Defendant")**

Whereas Plaintiff filed a claim against Defendant in Federal Court in and for the Eastern District of California Case # 2:21-cv-01336-WBS-CKD ("the Matter") Whereas the parties desire to finally resolve the Matter, it is hereby agreed that:

Plaintiff shall move out of the premises located at 914 Lawton Ave. Roseville, CA ("the Premises") by no later than January 15, 2022.

Defendant shall pay Plaintiff fifty thousand dollars (\$50,000.000) as follows:

Twenty thousand dollars (\$20,000.00) by December 11, 2021 via cashier's check made to the order of Rachel Palazzi.

Thirty thousand dollars (\$30,000.00) upon the Court's approval of the portion of the PAGA settlement again to the order of "Arnold Law Firm Client Trust account. less what sum the Court approves as the PAGA settlement which check shall be paid to the order of the State of California. Said payment shall not be required to be made until Plaintiffs moves out of the Premises

Defendant and Plaintiff agree not to disparage on another. Defendant to provide a positive reference regarding rental referral.

Defendant and Plaintiff do hereby mutually release each other from liability including that arising out of their employment arrangement /landlord-tenant arrangement, or otherwise, and waive the protection of Cal. Civil Code 1542 which reads as follows:

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.

Plaintiff understands under the ADEA she has seven days in which to revoke this agreement and 21 days in which to consider this agreement.

Plaintiff and Defendant represent that they are represented by counsel to review and provide them advice pertaining to this Agreement. Plaintiff and Defendant agree that this Agreement is fully binding and enforceable notwithstanding the confidentiality of mediation.

The agreement may be signed in separate counterparts by Plaintiff and Defendant.

Dated: December 2, 2021



Rachel Palazzi



Bruce Randy Arvit