

## **PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS**

This Settlement Agreement and Release of All Claims (“Agreement”) is made and entered into between Plaintiff CARLOS LARA in a representative capacity on behalf of THE CALIFORNIA LABOR AND WORKFORCE DEVELOPMENT AGENCY (“LWDA”) and all current and former aggrieved employees, on the one hand (“Plaintiff”), and Defendant VISUAL EDGE, INC., a Delaware Corporation (“Defendant”) on the other. From time to time herein, Plaintiff and Defendant may collectively be referred to as the “Parties.”

This Settlement shall be binding on the LWDA and Plaintiff as its proxy and on Defendant and any present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, managers, members, principals, employees, partners, agents, attorneys, insurers, successors and assigns, legal representatives, and any individual or entity which could be jointly liable with Defendant, subject to the terms and conditions hereof and the approval of the Court.

### **RECITALS**

A. WHEREAS, on or about April 2, 2021, Plaintiff CARLOS LARA sent a letter to the California Labor and Workforce Development Agency (“LWDA”) and to Defendant giving notice of his intent to pursue a representative action pursuant to the California Labor Code Private Attorneys General Act of 2004, codified at Labor Code § 2699 *et seq.* (“PAGA”), on behalf of himself and the State of California as well as on behalf of a proposed group of allegedly aggrieved employees. In the letter, Plaintiff claimed Defendant violated the Industrial Welfare Commission Wage Order and California Labor Code sections 201, 202, 203, 204, 204b, 221, 223, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1102.5, 1197, 1197.1, 1198, 1199, 2699 2802, 6310, 6311, 6400, 6402, 6403, and 6407. Plaintiff submitted a first amended notice to the LWDA on July 15, 2021, claiming that Defendant violated Labor Code sections 558, 1174(d), 1198, and 1199 for falsification of timekeeping records.

B. WHEREAS, on or about July 19, 2021, Plaintiff commenced an action against Defendant in the Superior Court of the State of California for the County of Alameda, Case No. RG21105541, entitled *The California Labor and Workforce Development Agency, a California governmental entity, ex rel. Carlos Lara; and Carlos Lara, individually* (the “Action”) alleging the following claims: (1) Failure to Pay Minimum, Overtime, and Contractual Wages; (2) Failure to Pay Premium Meal Period Wages; (3) Failure to Provide Accurate Wage Statements; (4) Failure to Reimburse Necessary Business Expenses; (5) Failure to Pay All Wages Due at Separation; (6) Whistleblower Retaliation; (7) Harassment in Violation of The California Fair Employment and Housing Act; (8) Discrimination in Violation of The California Fair Employment and Housing Act; (9) Violations of the California Private Attorneys General Act; and (10) Public Injunctive Relief (“Action”). Claims 1–8 and 10 were brought by Carlos Lara on an individual basis. Plaintiff purported to bring Claim 9 on a representative basis on behalf of the LWDA.

C. WHEREAS, Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and deny that the lawsuit is appropriate for representative

treatment for any purpose other than settling this Action. Defendant contends, among other things, that it has complied at all times with the California Labor Code and all other state and federal wage laws. Defendant has denied and continues to deny each and every material factual allegation and alleged claim asserted against it in the Action;

D.W. HEREAS, the Parties desire to fully and finally resolve, settle, compromise, and discharge all differences and controversies between and among themselves, so as to avoid any further disputes, costs, inconveniences, or expenses of litigation;

E. WHEREAS, the Parties are separately entering into a Confidential Settlement Agreement in full satisfaction of Plaintiff's individual claims against Defendant ("Individual Settlement Agreement");

F.W. HEREAS, this Agreement relates solely to the PAGA portion of the claims alleged in the operative complaint in the Action. For purposes of this settlement, the "PAGA Members" are defined as: all current and former non-exempt employees employed with Defendant VISUAL EDGE, INC., in California at any point from April 2, 2020 through the date of entry of an order approving this Settlement (the "PAGA Members"); and

G.W. HEREAS, because Plaintiff alleges claims under PAGA, the Parties acknowledge this Agreement must be approved by the Alameda Superior Court. Accordingly, the Parties enter into this Agreement on a conditional basis subject to the terms and conditions below and subject to Court approval.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, it is hereby agreed by and among the Parties as follows:

1. Incorporation of Recitals. The above recitals are incorporated herein by this reference and are hereby made part of this Agreement.

2. Total Settlement Amount. As consideration for the settlement described herein and the release contained in this Agreement, Defendant agrees to pay the total gross maximum sum of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) ("Total Settlement Amount"), subject to approval of the Court. The Total Settlement Amount includes all Individual Settlement Awards to PAGA Members, the Settlement Administration Costs, the Plaintiff's Counsel Award, the PAGA Representative Service Award, and the PAGA Payment to the LWDA.

3. Funding and Allocation of Total Settlement Amount.

3.1 Defendant shall pay the Total Settlement Amount to the Settlement Administrator within twenty (20) business days of the Effective Date. The "Effective Date" is the date that the Court's judgment approving this settlement becomes final. For purposes of this Agreement, the judgment "becomes final" upon the last to occur of the following:

- a. The entry of a Judgment finally approving this Settlement, provided no objection is made to this Settlement prior to or at the hearing for approval of this Settlement, or if any objection is made, but is resolved formally and withdrawn prior to the final approval hearing of this Settlement.
- b. If an objection to this Settlement is made before or at the hearing for final approval (that is not resolved prior to the hearing and is formally withdrawn), sixty-one (61) calendar days after the Judgment is entered, provided no appeal is filed.
- c. If an appeal has been taken or sought, seven (7) calendar days after the date the Judgment is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review, or the date the appeal(s) or other judicial review are finally dismissed (and upholding the Settlement) with no possibility of subsequent appeal or other judicial review.

3.2 Defendant will not object to Plaintiff's Counsel's request for reasonable attorneys' fees for Plaintiff's Counsel's litigation and resolution of this Action (not to exceed 33.33% of the Total Settlement Amount), plus Plaintiff's Counsel's expenses and costs reasonably incurred in connection with the Action (not to exceed \$15,000.00) ("Plaintiff's Counsel Award").

3.3 Defendant will not object to Plaintiff's request for a PAGA Representative Service Award in an amount not to exceed \$500 allocated to Plaintiff CARLOS LARA, to be paid from the Total Settlement Amount.

3.4 The Parties agree to allocate not more than \$4,100.00 toward Settlement Administration Costs, which are the reasonable costs and fees of administration of this Settlement to be paid from the Total Settlement Amount, including but not limited to: (i) preparing and submitting to PAGA Members, the Parties, and government entities all appropriate tax filings and forms; (ii) computing the amount of and distributing Individual Settlement Awards, the Plaintiff's Counsel Award, the PAGA Representative Service Award, and the LWDA Payment; and (iii) preparing and submitting filings required by law in connection with the payments required by the Settlement. The Settlement Administrator is permitted to withhold its Settlement Administration Costs from the Total Settlement Amount at any time after Defendant's funding of the Total Settlement Amount.

3.5 The Net Settlement Amount is the amount remaining after deducting the Plaintiff's Counsel Award, the PAGA Representative Service Award, and the Settlement Administration Costs from the Total Settlement Amount. The Net Settlement Amount shall be paid, pursuant to PAGA, as follows: Seventy-five percent (75%) shall be paid to the California Labor and Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) shall be distributed to the PAGA Members on a pro rata basis, based upon their respective number of pay periods. The payment to the LWDA shall be made within twenty (20) business days of Defendant's funding of the Total Settlement Amount.

#### 4. Individual Settlement Awards.

4.1 PAGA Members shall not be required to submit a claim in order to receive an Individual Settlement Award, and no portion of the Total Settlement Amount shall revert to Defendant or result in an unpaid residue. If the Settlement is not approved by the Court in full, or is terminated, rescinded, canceled, or fails to become effective for any reason, then no portion of the Total Settlement Amount shall be paid.

4.2 Each PAGA Member will receive an Individual Settlement Award. Individual Settlement Awards shall be paid from the Net Settlement Amount pursuant to the formula set forth herein. The Individual Settlement Awards shall be mailed by the Settlement Administrator as set forth below in Section 7.1.

4.3 Individual Settlement Award payments shall be made by check and shall be made payable to each PAGA Member as set forth in this Agreement.

4.4 For tax purposes, one hundred percent (100%) of each Individual Settlement Award shall be allocated as penalties and shall not be subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each PAGA Member for the portion of his or her Individual Settlement Award.

4.5 If any Individual Settlement Award check remains uncashed after one hundred and eighty (180) calendar days from the date the check is issued, such check(s) will be voided by the Settlement Administrator. Thereafter, within sixty (60) calendar days after the last day to cash a given check, the funds represented by any uncashed or undeliverable checks shall be distributed by the Settlement Administrator to the State Controller's Office for allocation to the Unclaimed Property Fund administered by the State of California in the name of the individual to whom the funds belong. PAGA Members whose Settlement Awards are cancelled or remain uncashed shall, nevertheless, be deemed to have released their PAGA claims pursuant to this Settlement.

4.6 It is expressly understood and agreed that the receipt of Individual Settlement Awards shall not entitle any PAGA Member to additional compensation or benefits under any compensation or benefit plan or agreement in place during the period covered by the Settlement. It is the intent of the Parties that Individual Settlement Awards provided for in this Agreement are the sole payments to be made by Defendant to PAGA Members in connection with this Settlement, and that PAGA Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Awards.

5. Plaintiff's Counsel Award. Subject to Court approval, Plaintiff's Counsel will seek an award of reasonable attorneys' fees in an amount not to exceed 33.33% of the Total Settlement Amount, or One Hundred Sixty-Five Thousand Dollars (\$165,000.00). In addition, Plaintiff's Counsel will also seek an award of litigation costs and expenses associated with Plaintiff's Counsel's prosecution of the Action in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00). Plaintiff's Counsel shall be paid any Court-awarded attorneys' fees within twenty (20) business days of Defendant's funding of the Total Settlement Amount. Plaintiff's Counsel will be solely and legally responsible to pay all applicable taxes on the Plaintiff's Counsel Award. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff's Counsel for the Plaintiff's Counsel Award. Plaintiff's Counsel will provide the Settlement Administrator with a completed IRS Form W-9 in order for the Settlement Administrator to process the Plaintiff's Counsel Award.

In the event that the Court reduces or does not approve the requested attorneys' fees and/or litigation costs to Plaintiff's counsel, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

6. PAGA Representative Service Award. Subject to Court approval, Plaintiff CARLOS LARA will seek a service award of \$500, to be paid from the Total Settlement Amount. The PAGA Representative Service Award shall be paid within twenty (20) business days of Defendant's funding of the Total Settlement Amount. Plaintiff will be solely and legally responsible to pay all applicable taxes on his service award. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff for his PAGA Representative Service Award. Plaintiff will provide the Settlement Administrator with a completed IRS Form W-9 in order for the Settlement Administrator to process the PAGA Representative Service Award. In the event that the Court reduces or does not approve the requested service award to Plaintiff, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

7. Settlement Administration.

7.1 Within ten (10) business days of the Effective Date, Defendant will compile and provide in electronic form to the Settlement Administrator, Atticus Administration, the following information concerning the PAGA Members: (1) full name; (2) last known home address and telephone number; (3) number of pay periods employed during the PAGA Period, which is defined as April 2, 2020 through the date of entry of an order approving this Settlement; and (4) Social Security Number. The Settlement Administrator shall run all the addresses of PAGA Members through the United States Postal Service National Change of Address database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) and perform a skip tracing process to obtain current address information. The Settlement Administrator will agree to treat the list of PAGA Members as confidential. Within twenty (20) business days of Defendant's funding of the Total Settlement Amount, the Settlement Administrator will mail the Individual Settlement Awards to the PAGA Members by first class mail. The Settlement Administrator will perform an address follow-up, including skip tracing, on returned mail and will re-mail the Individual Settlement Awards to an updated address (if any) within three (3) business days of receipt of the returned mail. The Parties intend that reasonable, but not extraordinary, means are to be used to locate PAGA Members. If no other address is found, no further action is required.

7.2 As this is a settlement of a PAGA claim only, the Parties agree that the PAGA Members do not have the right to exclude themselves from or object to the Settlement. Upon the Effective Date, Plaintiff and the LWDA will have released any claims they may have for alleged violations of the Labor Code experienced by the PAGA Members—regardless of whether they receive and/or cash an Individual Settlement Award—that are alleged or could have been alleged in this action based on the factual allegations in the Complaint and Plaintiff's notices to the LWDA.

7.3 Seventy-five percent (75%) of the Net Settlement Amount constitutes the LWDA Payment. The remaining twenty-five percent (25%) of the Net Settlement Amount shall be divided among PAGA Members on a pro rata basis, based on the number of pay periods each PAGA Member was employed during the PAGA Period. The Individual Settlement Awards will be determined by dividing the Net Settlement Amount by the aggregate number of pay periods

worked by all PAGA Members, resulting in the Pay Period Value (i.e., Net Settlement Amount ÷ Total Pay Periods = Pay Period Value). The Pay Period Value will then be multiplied by each PAGA Member's respective number of pay periods in order to yield the PAGA Member's Individual Settlement Award. In determining each PAGA Member's pay periods, Defendant's pay period data will be presumed to be correct, unless a PAGA Member proves otherwise by providing credible documentary evidence. All disputes concerning pay periods will be finally resolved and decided by the Settlement Administrator in a binding determination without hearing or right to appeal. The Settlement Administrator shall determine the eligibility for, and the amounts of, each Individual Settlement Award under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of each Individual Settlement Award shall be binding upon the PAGA Members and the Parties.

7.4 The Parties agree to cooperate in the Settlement Administration process and to make all reasonable efforts to control and minimize Settlement Administration Costs.

7.5 The Settlement Administrator shall keep the Parties timely apprised of the performance of all settlement administrator responsibilities required by the Settlement.

7.6 The Parties have the right to monitor and review the administration of the Settlement to verify that the monies allocated under the Settlement are distributed in the correct amounts, as provided for in this Agreement.

8. Reasonableness and Allocation of Settlement. Having engaged in significant formal discovery and further informal exchange of information prior to mediation, the Parties believe that this is a fair, reasonable, and adequate settlement of Plaintiff's PAGA Claim, and have arrived at this settlement through arms-length negotiations, taking into account all relevant factors, present and potential, including the legal issues involved, Defendant's ability to pay, and the uncertainty of trial. The Parties recognize and agree that the value of the claims in the PAGA Claim are difficult to determine with any certainty and are subject to differing calculations. The Parties hereby agree that the formula for allocating the Total Settlement Amount is reasonable and that the payments provided herein are designed to provide fair settlement with respect to the PAGA Claim and are consistent with the purposes of PAGA.

9. Approval of Settlement. The Parties, by Joint Stipulation Requesting Approval of PAGA Settlement; and [Proposed] Order Granting Approval of PAGA Settlement and Judgment, shall apply for approval of this Agreement by the Alameda Superior Court in accordance with Labor Code section 2699(l) for purposes of effectuating this Agreement. Plaintiff's attorney agrees to provide the LWDA with a copy of this Agreement and the Joint Stipulation Requesting Approval of PAGA Settlement; and [Proposed] Order Granting Approval of PAGA Settlement and Judgment on the same day as the filing of the same in the Alameda Superior Court. In addition, Plaintiff's attorney will submit a copy of the Order Granting Approval of PAGA Settlement and Judgment to the LWDA within ten (10) days of the date of its entry, as required by Labor Code section 2699(l)(3).

9.1 If, for any reason, the Court declines to approve this Agreement, the Parties agree to use their best efforts to address the issues raised by the Court and renew their request for court approval. If, for any reason, the Court does not ultimately approve this Agreement, this Agreement shall be null and void, and shall not be referred to or utilized for any purpose. In that

event, Defendant shall have no obligation to make any payment under this Agreement or its Individual Settlement Agreements with Plaintiff's. Defendant also do not waive but rather expressly reserve all rights to challenge Plaintiff's PAGA claims and allegations on all procedural and factual grounds, and to assert all applicable defenses if this Agreement is not approved by the Court.

10. Tax Treatment. Plaintiff and their attorneys agree to indemnify Defendant and hold Defendant harmless from any liability, including, but not limited to, penalties imposed by the IRS or other government agency, resulting from the characterization and reporting of payments made pursuant to this Agreement.

CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) PLAINTIFFS (A) HAVE RELIED EXCLUSIVELY UPON THEIR OWN, INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAVE NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) ARE NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THEM; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY PLAINTIFFS OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

11. Attorneys' Fees and Costs. The Parties agree that this Agreement resolves any claim for attorneys' fees and costs incurred in the Action or otherwise as between Plaintiff, on the one hand, and Defendant, on the other. The Parties shall each bear their own attorneys' fees and costs.

12. Scope of Release of Claims.

12.1 In consideration for Defendant entering into this Agreement, Plaintiff, in his capacity as a private attorney general acting on behalf of himself and as a proxy or agent of the LWDA, agrees to fully release and discharge Defendant and any present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, managers, members, principals, employees, partners, agents, attorneys, insurers, successors and assigns, legal representatives, and any individual or entity which could be jointly

liable with Defendant (the “Released Parties”), from any and all claims, causes of action, debts, liabilities, demands, damages, penalties, costs, and attorneys’ fees, whether known or unknown, contingent or vested, arising from or based on a claim for civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) for any violations of the Labor Code or Wage Orders that were alleged by Plaintiff in the Action, or that could have been alleged based on the facts asserted in the Action or Plaintiff’s notices to the LWDA referenced in Paragraph A of the Recitals, including but not limited to claims for alleged violations of Labor Code sections 201–204, 204b, 221, 225.5 223, 226, 226.3, 226.7, 510, 512, 558, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, 2699, 2802, 6310, 6311, 6400, 6402, 6403, 6407, 6427, 6428, 6429, or 6432. (the “Released Claims”), during the PAGA Period.

12.2 Plaintiff understand and agree that the Released Claims include not only claims presently known to Plaintiff, but also include all unknown or unanticipated claims, rights, demands, actions, obligations, liabilities, and causes of action of every kind and character that would otherwise come within the scope of the released claims, as described in Section 12.1.

12.3 Plaintiff expressly agree not to bring or prosecute a representative action under PAGA against Defendant for any claim that could have been raised in this action at any time in the future.

12.4 Plaintiff understands that he may hereafter discover facts different from what he now believes to be true, which if known, could have materially affected this Agreement, but, in exchange for the PAGA Representative Service Award, he nevertheless waives any claims or rights based on different or additional facts. Plaintiff knowingly and voluntarily waives any and all rights or benefits that 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:

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.

12.5 The Parties hereto represent and warrant that they have the authority to enter into this Agreement on their own behalf and to bind all persons or entities who may claim through them.

13. No Admission of Liability. Defendant denies all claims alleged in this Action and deny any wrongdoing whatsoever. Neither this Agreement, nor any of its terms and conditions, nor any of the negotiations connected with it, is a concession or admission, and none shall be used against Defendant as an admission or indication with respect to any claim of any fault, concession, or omission by Defendant. The Parties agree that this Agreement will not be admissible in this or any other proceeding as evidence that Defendant is liable to Plaintiff or any PAGA Member, other than according to the terms of this Agreement and the Individual Settlement Agreements.

14. Jurisdiction of the Court. Following entry of the Order Granting Approval of PAGA Settlement and Judgment, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties, Plaintiff's Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

15. Public Comment. The Parties and their counsel will not, unless required by law, issue any press releases or have any communications to the press concerning this litigation, or the terms of this Agreement, and/or the business practices of Defendant, except that this provision shall not limit communications with PAGA Members, so long as the subject matter of such communications is limited to this Settlement. Nothing in this provision shall affect the ability of Plaintiff's Counsel or the Administrator to carry out their duties consistent with and as required by any other provision herein. Nothing contained in this Paragraph shall limit or restrict Plaintiff's Counsels' ability to file a declaration with any court that identifies this case by name and case number and provides any information about this case and the Settlement in such declaration reasonably necessary to the filing with such court.

16. Motion for Approval of PAGA Settlement. Plaintiff will prepare and provide a draft of the Motion for Approval of PAGA Settlement to Defendant at least five (5) business days prior to filing to allow Defense Counsel a reasonable opportunity to review and comment on it.

17. General Provisions.

17.1 This Agreement has been reviewed by the Parties hereto and their respective attorneys, and the Parties have had a full opportunity to negotiate the contents hereof. The Parties hereto expressly waive any common law or statutory rule of construction that ambiguities should be construed against the drafter of this Agreement.

17.2 The Parties agree that this Agreement constitutes a compromise of and full accord and satisfaction of doubtful and disputed claims and shall not be treated as an admission of liability by anyone at any time, for any purpose.

17.3 The Parties to this Agreement agree to execute such other documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement.

17.4 The Parties agree that this Agreement, along with the Confidential Individual Settlement Agreement, contain the entire agreement between them, contain full and the only consideration for the terms agreed to herein, and that the terms of this Agreement are contractual and not a mere recital.

17.5 The Parties agree that upon the occurrence of the entry of judgment or dismissal pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure section 664.6, and the Court shall retain exclusive and

continuing equity jurisdiction of this Action of all Parties to the fullest extent to interpret, enforce, and effectuate the terms, conditions, intents and obligations of the Agreement.

17.6 Should any court action be filed by either party as a result of the breach of this Agreement, the prevailing party in such action shall be entitled to full reimbursement of its attorneys' fees incurred in such action.

17.7 No waiver by any party hereto of any breach of this Agreement by any other party shall operate or be construed as a waiver of any other or subsequent breach. No waiver by any party hereto of any breach of this Agreement by any other party hereto shall be effective unless it is in writing and signed by the party claimed to have waived such breach.

17.8 This Agreement may be amended only by a written instrument executed by the Parties hereto.

17.9 Should any court of competent jurisdiction determine that any term or provision of this Agreement is unenforceable, such term or provision shall be deemed to be deleted as though it had never been a part of this Agreement, and the validity, legality and enforceability of the remaining terms and provisions shall not be in any way affected or imperiled thereby.

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

17.11 This Agreement may be signed in counterparts by the Parties, and if so executed, each counterpart shall have the full force and effect of an original. With respect to the execution of this Agreement, a facsimile or electronic copy of a signatory's signature shall suffice and be treated as an original signature.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date this Agreement is signed.

DATED: Jun 27, 2023

 Carlos Lara Jun 27, 2023 14:40 PDT

CARLOS LARA  
Plaintiff

DATED: \_\_\_\_\_

**VISUAL EDGE, INC.**

By: \_\_\_\_\_  
Defendant

Approved As To Form:

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IN WITNESS HEREOF, the Parties have executed this Agreement as of the date this Agreement is signed.

DATED: \_\_\_\_\_

\_\_\_\_\_  
CARLOS LARA  
Plaintiff

DATED: 6/27/2023

**VISUAL EDGE, INC.**

By:    
\_\_\_\_\_  
Defendant  
CHRO

Approved As To Form:

DATED: Jun 27, 2023

**AIMAN-SMITH & MARCY**



Hallie Von Rock (Jun 27, 2023 14:43 PDT)

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**HALLIE VON ROCK**

Attorneys for Plaintiff

**CARLOS LARA**

DATED: \_\_\_\_\_

**ORRICK, HERRINGTON & SUTCLIFFE LLP**

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**KATIE E. BRISCOE**

Attorneys for Defendant

**VISUAL EDGE, INC.**

DATED: \_\_\_\_\_

**AIMAN-SMITH & MARCY**

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HALLIE VON ROCK  
Attorneys for Plaintiff  
CARLOS LARA

DATED: 6/28/2023

**ORRICK, HERRINGTON & SUTCLIFFE LLP**

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*Katie Briscoe*  
KATIE E. BRISCOE  
Attorneys for Defendant  
VISUAL EDGE, INC.