

SETTLEMENT AGREEMENT

This *Settlement Agreement* ("Agreement") is entered into as of February 9, 2022, by and between Synrgo, Inc., a California corporation ("Synrgo"), and Tirza Perla (the "Plaintiff") (collectively the foregoing are referred to herein as the "Parties") for good and valuable consideration.

I

Recitals

1.1 On August 10, 2021, Plaintiff Tirza Perla filed a complaint against Synrgo in California Superior Court for the County of Los Angeles (the "Complaint") initiating Case No. 21STCV29385 (the "Case").

1.2 The Complaint alleges violations of the California Labor Code and seeks a damage judgment.

1.3 Synrgo disputes the claims alleged in the Complaint.

1.4 Synrgo and the Plaintiff have agreed to settle the claims alleged in the Complaint on the terms provided for herein.

II

Agreement

2.1 Effective Date. This Agreement shall be effective upon the execution of this Agreement by all parties (the "Effective Date").

2.2 Settlement Payment. Within three (3) days of the Effective Date, Synrgo shall make a settlement payment to the Plaintiff, care of her counsel of record Harris & Ruble, in the amount of Ten Thousand Dollars (\$10,000) (the "Settlement Amount"), in full satisfaction of all claims alleged in the Complaint and in consideration for the releases and covenants herein.

2.3 Dismissal of the Case With Prejudice. The Case shall be dismissed with prejudice within five (5) days of the Effective Date.

2.4 Release of Synrgo. Effective as of the Effective Date, the Plaintiff and her successors, assigns, agents, attorneys, and affiliates (the "Plaintiff Releasees") shall be deemed to have forever released and discharged Synrgo and its officers, directors, shareholders, employees and agents, both past and present, and their respective predecessors, successors, indemnitees and insurers (the "Synrgo Releasees") from any and all claims, demands, controversies, actions, causes of action, suits, proceedings, liabilities, fines, penalties, costs, expenses, attorneys' fees, damages, obligations or rights of whatsoever character, nature or kind, in law or in equity, whether known or unknown, fixed or contingent, and liquidated or unliquidated, including, but not limited to all claims of any

kind or nature alleged, or which could have been alleged, in the Complaint or in the Case. PROVIDED, HOWEVER, such release shall not waive or release the obligations undertaken by the Parties in this Agreement.

It is the Plaintiff Releasors' intention that the foregoing release shall be effective as a bar to all matters released herein. In furtherance, and not in limitation of such intention, the release described herein shall remain in effect as a full and complete release, notwithstanding the discovery or existence of any additional information or different facts or claims. To further effectuate this intention, the Plaintiff Releasors hereby waive their rights under California Civil Code section 1542, and any statute, rule, or legal doctrine similar to California Civil Code section 1542. Section 1542 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.

In waiving the provisions of California Civil Code section 1542, the Plaintiff Releasors acknowledge that they may hereafter discover facts in addition to or different from those which they now believe to be true with respect to the matters released herein, but agree that the Plaintiff Releasors have taken that possibility into account in reaching this Agreement, and that the release given here shall remain in effect as a full and complete release notwithstanding the discovery or existence of such additional or different facts, as to which the Plaintiff Releasors expressly assume the risk.

2.5 Release of Plaintiff Releasors. Effective as of the Effective Date, each of the Synrgo Releasees shall be deemed to have forever released and discharged the Plaintiff Releasors from any and all claims, demands, controversies, actions, causes of action, suits, proceedings, liabilities, fines, penalties, costs, expenses, attorneys' fees, damages, obligations or rights of whatsoever character, nature or kind, in law or in equity, whether known or unknown, fixed or contingent, and liquidated or unliquidated, including, but not limited to all claims of any kind or nature alleged, or which could have been alleged, in the Complaint and in the Case. PROVIDED, HOWEVER, such release shall not waive or release the obligations undertaken by the Parties in this Agreement.

It is the Synrgo Releasees' intention that the foregoing release shall be effective as a bar to all matters released herein. In furtherance, and not in limitation of such intention, the release described herein shall remain in effect as a full and complete release, notwithstanding the discovery or existence of any additional information or different facts or claims. To further effectuate this intention, the Synrgo Releasees hereby waive their rights under California Civil Code section 1542, and any statute, rule, or legal doctrine similar to California Civil Code section 1542. Section 1542 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.

In waiving the provisions of California Civil Code section 1542, the Synrgo Releasees acknowledge that they may hereafter discover facts in addition to or different from those which they now believe to be true with respect to the matters released herein, but agree that the Synrgo Releasees have taken that possibility into account in reaching this Agreement, and that the release given here shall remain in effect as a full and complete release notwithstanding the discovery or existence of such additional or different facts, as to which the Synrgo Releasees expressly assume the risk.

2.6 Representations.

- A. None of the Parties has transferred, assigned or otherwise conveyed any interest in any claim of any kind or nature that it may have held against any of the other Parties to a third party.
- B. Each of the Parties has had an opportunity to review and consider the terms and effect of this Agreement with the preparation and assistance of counsel. The Parties agree that they have executed this Agreement voluntarily, without coercion or duress of any kind, and on the advice of their independent counsel.
- C. None of the Parties has made any statement or representation regarding any fact relied upon in entering into this Agreement, and the Parties do not rely upon any statement, representation or promise of any of the Parties in executing this Agreement, or in making the settlement, *except* as expressly stated in this Agreement.
- D. The consideration recited in this Agreement is the sole and only consideration for this Agreement; no representations, promises, or inducements have been made by any of the Parties of their officers, employees, agents or attorneys thereof other than those appearing in this Agreement.
- E. This Agreement contains the entire agreement and understanding concerning settlement of the matters referenced herein and supersedes and replaces all prior negotiations of proposed agreements, written or oral, if any, and may be modified or amended only by a writing signed by all of the Parties.
- F. Each of the Parties has read this Agreement and understands its contents.
- G. In entering into this Agreement and the settlement provided for herein, the Parties assume the risk of any misrepresentation, concealment or mistake. Except as may otherwise be set forth herein, if the Parties should

subsequently discover that any fact relied upon by them in entering into this Agreement was untrue, or that any fact was concealed from them, or that their understanding of the facts or the law was incorrect, the Parties shall not be entitled to any relief in connection therewith, including, without limitation on the generality of the foregoing, any alleged right or claim to set aside or rescind this Agreement. This Agreement is intended to be and is final and binding, regardless of any claims of misrepresentation, concealment of fact, or mistake of law or fact.

- H. Each of the Parties has cooperated in the drafting and preparation of this Agreement. This Agreement is to be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties. The terms of this Agreement are enforceable pursuant to Texas law and California law.
- I. Should any provision or part of a provision of this Agreement be held invalid, the invalidity does not affect other provisions of the Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

2.7 No Admissions. The Parties acknowledge and agree that this Agreement is entered into as part of a compromise and settlement of disputed claims. The Parties further acknowledge and agree that the acceptance of the Agreement is not an admission of any fact, matter or thing, and in fact each of the Parties disputes the claims asserted against them and deny any adverse allegations asserted by any other party unless specifically consented to herein. Neither this Agreement nor any of its terms shall be offered or received as evidence in any proceeding in any forum as an admission of any liability or wrongdoing.

2.8 Confidentiality. The Parties recite and agree that the terms of this Agreement represent confidential information. The Parties understand and agree that the terms of this Agreement shall be strictly confidential and shall not be disclosed by either of them except to the extent necessary for legal representation and proceedings, valid subpoenas of a court or government agency, accounting, tax preparation and reporting and compliance with laws and court and/or government agency orders. Any unauthorized disclosure shall be subject to immediate injunctive relief. Apart from the foregoing exceptions, the Parties may state only that the disputes between the Parties were resolved by mutual, confidential agreement.

2.9 Binding On Successors. This Agreement shall inure to the benefit of and be binding upon and enforceable against the Parties hereto and their successors and assigns.

2.10 Facilitation of Agreement Terms. Each of the Parties hereto agrees to execute and deliver, or cause to be executed and delivered, all such instruments, and to take all such actions as the other Party may reasonably request which are reasonably necessary to effectuate the intent and purposes of this Agreement, all at the sole expense of the requesting Party.

2.11 Costs; Attorneys Fees. Except as otherwise expressly provided herein, the Parties to this Agreement shall bear their own expenses and costs, including but not limited to attorneys' fees and court costs. However, in the event that any of the Parties to this Agreement is required to take legal action to enforce its terms then such party of parties shall be entitled to recover such party(s) reasonable attorney's fees and costs, if said party is the prevailing party.

2.12 Authority of Parties. The Parties to this Agreement, and each of them, hereby represent and warrant that they have the full authority to execute this Agreement and to fully bind the respective Parties to each and all of the terms and conditions set forth herein.

2.13 Integrated Writing. This Agreement constitutes a single, integrated written contract, expresses the entire Agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all negotiations, prior discussions, and preliminary agreements.

2.14 Joint Preparation. This Agreement was jointly prepared through negotiations of the Parties, and the provisions of the Agreement are not to be strictly or liberally construed for or as against any of the Parties.

2.15 Choice of Law. The Parties agree that this Agreement shall be interpreted and construed under the laws of the State of California, without regard to principles of conflict of law.

2.16 Jurisdiction. The California Superior Court shall have exclusive jurisdiction to interpret and enforce the terms of this Agreement. However, if for any reason the California Superior Court lacks jurisdiction to grant any relief required to implement and enforce the terms of this Agreement any other court of competent jurisdiction may grant relief.

2.17 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any Party delivering an executed counterpart of this Agreement by facsimile shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

DATED: February 15, 2022

Synrgo, Inc.,
a California corporation

By: _____


Karl K. Klessig,
Chief Executive Officer

2/18/2022
DATED: February __, 2022

By: _____

DocuSigned by:



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Tirza Perla