

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Confidential Settlement Agreement and General Release (“Agreement”) dated September 11, 2024, is entered into between Romina Filippou (“Filippou”), on the one hand, and BCG Attorney Search (“BCG”) and Harrison Barnes (“BARNES”) (BCG and BARNES are collectively referred to as “Defendants”), on the other hand (Filippou and Defendants are collectively referred to as the “Parties.”).

1. **Recitals.** This Agreement is made with reference to the following facts:

a. On or about June 10, 2022, Filippou initiated an action in the Los Angeles County Superior Court entitled *Witham & Filippou v. BCG Attorney Search, LLC, et al.* (Los Angeles Superior Court Case No. 22STCV190721) (the “LASC Action”). (Plaintiff Witham has already been dismissed from the LASC Action with prejudice.) In the LASC Action, Filippou alleged that BCG and BARNES failed to reimburse expenses, failed to comply with the California Labor Code, failed to pay all invoice amounts due, failed to take all steps to prevent discrimination, engaged in harassment, retaliation and discrimination, created a hostile work environment, and breached an oral contract, among other causes of action; and sought relief in the form of damages, penalties and other relief based upon her independent contractor work for Defendants.

b. On or about February 22, 2023, the LASC Action, with the exception of the 17th, 23rd and 24th causes of action for hostile work environment, sex discrimination, and sexual harassment, which were stayed pending arbitration, was ordered to arbitration at the American Arbitration Association (“AAA”) as Case No. Case 01-23-0000-7807 (the “Arbitration”). On April 25, 2024, the Court signed an Order based on a Stipulation re Stayed Claims that also stayed the 16th, 18th and 19th causes of action for interference with the exercise of civil rights in violation of the Bane Act, failure to take all steps to prevent discrimination and negligent hiring, training, retention and supervision pending arbitration. (The 16th, 17th, 18th, 19th, 23rd and 24th causes of action shall be referred to as the “Stayed Claims.”) The term “Action” includes the LASC Action, the Arbitration, all of Filippou’s claims therein and all of the Stayed Claims.

c. Defendants and all of their former, existing and future parent companies, subsidiaries, affiliates, predecessors, successors, assigns, employees, agents, attorneys, insurers, contractors, trusts, trustees, trustors, beneficiaries, shareholders, directors, officers, managers, members, shareholders, partners, joint venturers, principals, servants, representatives, transferees, heirs, estates, servants, insurers, attorneys, and any entities in which there is common ownership as to BCG and/or BARNES (collectively, the “Releasees”) deny and dispute the allegations in the Action and that they are liable to Filippou or to any putative class member or aggrieved employee as that term is used in PAGA, or that they engaged in any unlawful conduct or other wrongdoing of any kind; and

d. The Parties hereby wish to resolve all claims, disputes, demands, liabilities, defenses, liens, actions and causes of action between the Parties, and to terminate, extinguish, and release all claims or causes of action between all Parties to this Agreement as set forth herein.

e. NOW, THEREFORE, with the foregoing background and the allegations alleged in the Action, which are incorporated by reference herein and disputed and denied by Defendants and all of the Releasees, in consideration of the foregoing recitals (which are incorporated herein by this reference) and the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be mutually and legally bound, the Parties agree as follows:

2. **Consideration.** In consideration for Filippou's execution of this Agreement and the undertakings set forth herein and for no other reason, and upon Filippou's performance of the actions contemplated by this Agreement, BCG shall pay the gross total sum of Seventy-Five Thousand Dollars and zero cents (\$75,000.00) (hereinafter the "Settlement Amount") to Filippou as follows: The Settlement Amount will be paid in thirty (30) equal payments of \$2,500.00 each, by wire or check, beginning on November 1, 2024, made payable to Harris & Ruble Client Trust Account at 655 N. Central Avenue, 17th Floor, Glendale, CA 91203. No withholdings for taxes or any other amounts shall be made with respect to these payments, and BCG shall issue Filippou and Harris & Ruble, respectively, IRS Forms 1099 with respect to each payment. Filippou shall advise Defendants which share of each payment to attribute to Filippou on a Form 1099 and which share to attribute to Harris & Ruble on a Form 1099.

The Parties agree that they will prepare and sign a Stipulated Judgment which shall be held by Plaintiff's counsel unless and until an event of "default," as described in the Stipulated Judgment, occurs. The provisions of the Stipulated Judgment regarding the event of "default" and filing of the Stipulated Judgment are incorporated by reference here as though fully set forth and shall govern that process, if necessary.

Filippou understands and agrees that BCG will report the payment of the Settlement Amount and any installments of the same to the appropriate taxing authorities. Filippou understands and agrees that she is solely responsible for payment of any taxes owed by her on the Settlement Amount which are required to be paid to the State of California, the United States Government, or any other entity as a result of this settlement and the payments made to her pursuant to this Agreement. Filippou acknowledges that no representations regarding the tax consequences of any payments hereunder have been made to her by Defendants or their respective counsel. Filippou agrees to defend and indemnify Defendants for any tax liability or penalty assessed against BCG and/or BARNES in connection with the non-payment of taxes owed by Filippou or Defendants arising out of payment of the Settlement Amount and agrees that she shall bear any and all costs, including, but not limited to, penalties and attorneys' fees, related to any such assessment, including any such costs incurred by Defendants.

a. Provided that there is no lawful revocation of this Agreement, Defendants shall deliver to Filippou's counsel the first installment of the Settlement Amount via first class mail no later than November 1, 2024, if and only if, by that date, the following have occurred:

1. Delivery of the Agreement bearing the original signature of Filippou to counsel for Defendants;

2. Delivery by Filippou and Harris & Ruble of fully completed and executed W-9 forms to counsel for Defendants; and
3. Delivery by Filippou of a request for dismissal of the Action in the manner described below to counsel for Defendants. For the purposes of clarification, this requires that Filippou dismiss both the LASC Action and the Arbitration as set forth below.

b. Before Defendants' obligation to pay any portion of the Settlement Amount to Filippou arises, Filippou will file and serve all necessary documents to obtain dismissals of the LASC Action with prejudice as to her claims and without prejudice in regard to the class claims, and the Arbitration with prejudice. There will be no disbursement of the Settlement Amount to Filippou and/or Harris & Ruble until Filippou has served Defendants with conformed copies of the requests for dismissal entered by the Court and the Arbitrator.

THE SETTLEMENT MONEY SHALL BE HELD IN THE CLIENT TRUST ACCOUNT OF HARRIS & RUBLE UNTIL THE LAST OF THE FOLLOWING EVENTS: THE COURT IN THE LASC ACTION DISMISSES FILIPPOU'S INDIVIDUAL CLAIMS WITH PREJUDICE AND THE CLASS/REPRESENTATIVE CLAIMS WITHOUT PREJUDICE; THE ARBITRATOR DISMISSES THE ARBITRATION WITH PREJUDICE; AND FILIPPOU HAS DELIVERED CONFORMED COPIES OF THE SAME TO DEFENDANTS. PLAINTIFF'S COUNSEL WILL THEREAFTER HAVE THE DISCRETION TO DISTRIBUTE THE SETTLEMENT AMOUNT TO PLAINTIFF IN THE MANNER AGREED UPON BY PLAINTIFF AND HER COUNSEL AND DEFENDANTS SHALL HAVE NO OBLIGATION TO OVERSEE THIS PROCESS.

3. **No Consideration Absent Execution of this Agreement.** Filippou understands and agrees that she will not receive the sum set forth in Paragraph 2 above, except for her execution of this Agreement and her fulfillment of the promises contained herein.

4. **Release of Claims by Filippou.** Except as to those obligations specifically created in this Agreement, and in consideration of the mutual promises, covenants, conditions, agreements, representations and warranties and other consideration contained in this Agreement, receipt of which is hereby acknowledged, Filippou, on behalf of herself, and her heirs, executors, administrators, representatives, attorneys, trusts, trustee(s), agents, past, present and future directors, officers, managers, members, shareholders, partners, joint venturers, principals, employees, servants, representatives, subsidiaries, affiliates, predecessors, transferees, assignees, estates, servants, insurers, successors and assigns ("Releasors"), hereby unconditionally and irrevocably discharges and releases the Releasees from any and all claims actions, demands, obligations, damages, taxes, property damage, causes of action, remedies, costs, expenses, compensations, debts, liabilities, allegations, and defenses of any kind or nature whatsoever, known or unknown, suspected or unsuspected, that Releasors may have, or claim to have against Defendants and the Releasees including, but not limited to, those arising out of or in connection with Filippou's performance of work for Defendants and/or the Releasees and the termination of her performance of work for Defendants and/or the Releasees as alleged in the Action, including, but not limited to, any and all alleged violation of any law or public policy, penalties, damages, injuries, interest, costs, California *Government Code* violations, California *Civil Code* violations, California *Labor*

Code violations, California *Business & Professions Code* violations, PAGA claim and attorneys' fees.

5. **Waiver of Unknown Claims; Release of Rights under California Civil Code §1542.** In granting the release herein, Filippou understands that this Agreement includes a release of all claims known or unknown to her. In granting this release, which includes claims which may be unknown to Filippou when she executes this Agreement, Filippou acknowledges she has read, understands and waives Section 1542 of the California *Civil Code* 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.

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge, as defined above, Filippou expressly acknowledges and agrees that this release is intended to include in its effect, without limitation, all claims not known or suspected to exist in her favor at the time of signing this Agreement, and that this release contemplates the extinguishment of any such claim or claims.

Filippou warrants that she has read this Agreement, including this waiver of California *Civil Code* Section 1542, and that she has consulted with her counsel about this Agreement and specifically about the waiver of Section 1542, and that she understands the Agreement and the Section 1542 waiver, and so freely and knowingly enters into this Agreement. Filippou acknowledges that she may hereafter discover facts different from or in addition to those she now knows or believes to be true regarding the matters released or described in this Agreement, and she agrees that the release and promises contained in this Agreement shall be and will remain effective in all respects notwithstanding any later discovery of any such different or additional facts. Filippou hereby assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies described in this Agreement or with regard to any facts which are now unknown to them relating to each other.

6. **Confidentiality.**

Except as set forth in Cal.Civ.Proc.Code §1001 and Cal.Gov't Code § 12964.5, and except to the extent required by law, Filippou agrees to keep the terms of the Agreement strictly confidential and not to discuss or provide originals or copies of, or disclose any or all of the contents of, including but not limited to the terms of this Agreement, to any third party; provided, however, that: (1) originals or copies of this Agreement may be produced, and its contents shall be admissible, in any dispute between or among any of the Parties related to this Agreement; (2) originals or copies of this Agreement may be produced, and the contents of this Agreement may be disclosed, in accordance with an Order entered by a court of competent jurisdiction; (3) originals or copies of this Agreement may be produced, and the contents of this Agreement may be

disclosed, as required by law, statute or regulation; and (4) originals or copies of this Agreement may be produced, and the contents of this Agreement may be disclosed to Filippou's attorneys, accountants and other persons for the purpose of facilitating accounting or tax advice or services. This Agreement does not prohibit Filippou's disclosure of facts as legally required to facilitate dismissal of the LASC Action and Arbitration. In the event that Filippou reasonably believes that production or disclosure of the contents of this Agreement is required by a subpoena or other valid legal process, she shall provide written notice to Defendants at least twelve (12) business days prior to the date such production or disclosure is required and shall cooperate fully with Defendants in seeking a protective order to preserve the confidentiality of this Agreement and its contents. Nothing in this Agreement prohibits Filippou from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination, or any other conduct Filippou has reason to believe is unlawful.

7. **Non-Disparagement.** Except as set forth in Cal.Civ.Proc.Code §1001 and Cal.Gov't Code § 12964.5, and except to the extent required by law, the Parties (excluding the Releasees) agree not to defame or disparage each other and agree to refrain from making any defamatory or disparaging comments to anyone about each other.

8. **Survival.** Any alleged breach of this Agreement shall not relieve the Parties of their rights or obligations under Paragraphs 4, 5, 6, and 7, which shall survive any such breach or termination of this Agreement.

9. **Liens and Attorneys' Fees.** Filippou is solely responsible for all of her own legal fees and costs and any liens filed or made in connection with any services performed on her behalf by any attorneys, consultants, or expert witnesses or anyone else. Each party is solely responsible for any fees and costs that they have incurred, including but not limited to, fees for attorneys, consultants and expert witnesses. The Parties agree that, notwithstanding that each party shall bear their own attorneys' fees and costs, in the event of any claim, hearing, proceeding, or litigation arising from or related to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including reasonable attorney fees, and all other related expenses incurred in such litigation, proceeding, claim, or arbitration.

10. **Governing Law and Interpretation.** This Agreement shall be governed by and conformed in accordance with the laws of the State of California. The Parties intend this Agreement to be final, binding, admissible, and enforceable under California law. In the event any Party breaches any provision of this Agreement, it is understood that the Los Angeles County Superior Court shall have sole jurisdiction to enforce any term or terms of this Agreement; this Agreement shall be enforceable pursuant to *Code of Civil Procedure* section 664.6; and the trial court shall retain jurisdiction to enforce this Agreement. Should any provision of this Agreement, except the general release language in Paragraphs 4 and 5, be declared illegal or unenforceable by any court of competent jurisdiction and not modified by the court to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

11. **No Admission of Wrongdoing.** The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed

at any time for any purpose as an admission by Releasees of any liability or unlawful conduct of any kind. Indeed, Releasees expressly deny liability or any wrongdoing as alleged by Filippou.

12. **General Representations and Warranties; No Transfer/Assignment of Claims.** Filippou warrants and represents that she has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Agreement. Filippou agrees that she is solely responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold Releasees harmless against any liens, damages, penalties, fines, fees, assessments or attorneys' fees that may be imposed against or incurred by Releasees as a result of the actions of any lien holder or any lien claimant or any court in relation to any interest which any third party may have in any claim which Filippou is releasing under this Agreement or any interest in any of the proceeds paid to Filippou under this Agreement. Filippou represents, warrants, and agrees as to herself as follows: (i) Filippou has not made any statement or representation to any other party to this Agreement regarding any fact relied upon in entering into this Agreement, and Filippou does not rely upon any statement, representation, or promise of any other party (or of any representative or attorney of or for the other party), in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement; (ii) Filippou has made such investigation of the facts pertaining to this settlement and this Agreement and of all the matters pertaining thereto as she deems necessary; (iii) Filippou has read this Agreement and understands the contents hereof, and has executed this Agreement voluntarily and without duress or undue influence on the part of or on behalf of any other party; (iv) Filippou has not heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, and cause or causes of action disposed of by this Agreement; (v) each term of this Agreement is contractual and not merely a recital; and (vi) Filippou represents and warrants that the person signing this Agreement on her behalf, if any, has authority to do so, and that there is no need for court approval or for the countersignature of any other person, including without limitation, any parent, guardian, custodian or other representative, to make the Agreement binding against that party.

13. **Indemnity.** Filippou hereby agrees to indemnify and hold the Releasees harmless from and against any third party claims, expenses (including reasonable outside attorney's fees) or liabilities of any kind or nature whatsoever which may be made or suffered by any of the Releasees, by reason of the breach of any of the warranties, representations and/or agreements made by Filippou under this Agreement.

14. **Consultation with Counsel.** Filippou warrants and represents that she has consulted with her attorney and fully understands the terms and effect of this Agreement, that she executes this Agreement freely and voluntarily and without coercion or duress, and that she understands that this Agreement releases all known and unknown claims of every kind which she may have or has against Releasees.

15. **Amendment.** This Agreement may not be modified, altered or changed except upon express written consent of the Parties wherein specific reference is made to this Agreement.

16. **Miscellaneous Provisions**

a. Filippou represents that she is currently unaware of any claim, right, demand, debt, action, obligation, liability or cause of action that she may have against Releasees which has not been released by this Agreement.

b. This Agreement may be executed in counterparts and shall be deemed fully executed when the Parties have signed and transmitted counterparts to each other. All counterparts taken together shall constitute a single agreement.

c. This Agreement may be executed and delivered by electronic transmission with the same force and effect as if it were executed and delivered by the parties simultaneously in the presence of one another, and signatures on an electronic copy hereof shall be deemed authorized original signatures.

d. Nothing contained herein shall be deemed to be an admission of any kind by the Releasees.

e. This Agreement was negotiated by the Parties and their respective counsel. In the event any trier of fact should believe any term to be vague or ambiguous, this Agreement shall be construed as if the Parties jointly prepared it.

f. Headings in this Agreement are for convenience only and do not limit or define any provision.

g. In consideration of the promises exchanged above, Filippou covenants not to sue or take any judicial or administrative action for any Released Claims against Releasees, whether known or unknown, and Filippou agrees not to file or be part of any class or representative action against Defendants or the Releasees.

17. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto. Filippou acknowledges that she has not relied on any representations, promises, or agreements of any kind made to her in connection with her decision to accept this Agreement, except for those set forth in this Agreement. No modification, alteration or amendment of this Agreement shall be valid or binding unless it is in writing and signed by the Parties hereto. No officer, employee or representative of any of the Releasees has any authority to make any representation or promise not contained in this Agreement and Filippou acknowledges that Filippou has not executed this Agreement in reliance upon any promise or representation not expressly set forth herein.

ACKNOWLEDGEMENTS OF FILIPPOU. FILIPPOU HAS BEEN ADVISED AND ACKNOWLEDGES BEING ADVISED, BEFORE EXECUTION OF THIS AGREEMENT, AS FOLLOWS: THAT FILIPPOU HAS A RIGHT TO CONSULT AN ATTORNEY REGARDING THIS AGREEMENT BEFORE EXECUTING IT; THAT FILIPPOU HAS FIVE BUSINESS DAYS WITHIN WHICH TO CONSULT AN ATTORNEY BEFORE EXECUTING THIS AGREEMENT; THAT, IF FILIPPOU SIGNS THIS AGREEMENT BEFORE THE EXPIRATION OF THE WAITING PERIOD OF FIVE BUSINESS DAYS, HER DECISION TO DO SO IS KNOWING AND VOLUNTARY; THAT FILIPPOU'S EXECUTION OF THIS AGREEMENT HAS NOT BEEN INDUCED BY DEFENDANTS THROUGH FRAUD, MISREPRESENTATION OR

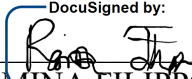
A THREAT TO WITHDRAW OR ALTER THIS OFFER PRIOR TO THE EXPIRATION OF THE WAITING PERIOD OF FIVE BUSINESS DAYS; THAT DEFENDANTS HAVE NOT PROVIDED DIFFERENT TERMS TO FILIPPOU PRIOR TO THE EXPIRATION OF THE WAITING PERIOD OF FIVE BUSINESS DAYS THAN THOSE SET FORTH IN THIS AGREEMENT; THAT FILIPPOU HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND IS ENTERING INTO IT VOLUNTARILY ON THE DATE SHOWN BELOW; AND THAT NOTHING IN THIS AGREEMENT PROHIBITS FILIPPOU FROM DISCUSSING OR DISCLOSING INFORMATION ABOUT UNLAWFUL ACTS IN THE WORKPLACE, SUCH AS HARASSMENT OR DISCRIMINATION, OR ANY OTHER CONDUCT FILIPPOU HAS REASON TO BELIEVE IS UNLAWFUL.

THE PARTIES FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS AGREEMENT. FILIPPOU KNOWINGLY ENTERS INTO THIS AGREEMENT AND GENERAL RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS SHE HAS OR MIGHT HAVE AGAINST RELEASEES.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement as of the date set forth below:

Date: September 26, 2024

By: _____

DocuSigned by:

ROMINA FILIPPOU

Date: September __, 2024

By: _____

AUTHORIZED SIGNATORY FOR
BCG ATTORNEY SEARCH

Date: September __, 2024

By: _____

HARRISON BARNES