

As used in this Agreement, the term "or" will be deemed to include both the disjunctive and conjunctive and, accordingly, will be read to include the terms "and/or." The singular and plural number will be deemed to include the other whenever the context so indicates or requires.

**PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS A
GENERAL RELEASE AND WAIVER OF KNOWN AND UNKNOWN CLAIMS.**

**THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS
AGREEMENT, UNDERSTAND IT AND ARE VOLUNTARILY ENTERING
INTO IT.**

IN WITNESS WHEREOF, the Parties hereto have executed this Confidential
Settlement Agreement and General Release of All Known and Unknown Claims by
Plaintiff.

DATED: , 2022
Apr 7, 2022

By:


Maria Dolores guevara (Apr 7, 2022 17:53 PDT)
Plaintiff Maria Guevara Sandoval

DATED: , 2022
April 12, 2022


Defendant Budget Janitorial, Inc.

DATED: , 2022
April 12, 2022


Defendant Debra Anne McClure.

maximum enforceability or validation of the term or provision.

14. **Waiver.** No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

15. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

16. **Enforcement Action.** The Parties hereby agree this Agreement is enforceable under Code of Civil Procedure section 664.6, so as to allow the Parties to enforce the terms of their settlement until performance has been made in full. To that effect, the Parties shall agree to enter into a stipulation in Court and with the Court's approval permitting the Court to retain jurisdiction in order to enforce the terms of the settlement. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

17. **Confidentiality.** Plaintiff and her Counsel agree that they have not and will not publish this Agreement. In response to any inquiries Plaintiff will state that "the case was resolved and it was resolved confidentially." Plaintiff's Counsel shall not report this Agreement or its content in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the Aggrieved Employees on their website, and shall not contact any reporters or media regarding the Agreement or its content. However, Plaintiff's Counsel is authorized to make a limited disclosure to the Court and the LWDA for the purposes of obtaining the approval of the settlement. This disclosure is limited to court filings and electronic submission of settlement documents to the LWDA and neither Plaintiff nor his counsel or representatives are permitted to disseminate or publish, distribute, or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

APPROVED AS TO FORM AND CONTENT:

Date: Apr 7, 2022


Maria Dolores guevara (Apr 7, 2022 17:54 PDT)

Maria Guevara Sandoval
Personally and acting in a Private Attorney General
capacity

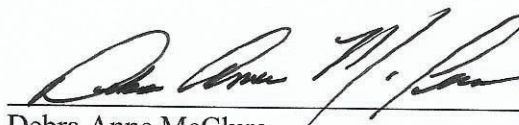
Date: April 12, 2022


Budget Janitorial Inc. by:

Date:

April 7/2/22

Debra Anne McClure



APPROVED AS TO FORM AND CONTENT:

Dated: _____, 2022

Apr 7, 2022

BARKHORDARIAN LAW FIRM, PLC

By:

John Litwin

John F. Litwin

Gregory P. Wong

Attorneys for PLAINTIFF

Maria Guevara Sandoval and aggrieved employees

April 29,

Dated: _____, 2022

FISHER & PHILLIPS, LLP

By:



Andrew C. Crane, Esq.

The-An Hoang Nguyen

Attorneys for DEFENDANTS

Budget Janitorial, Inc. and Debra Anne McClure