

**CONFIDENTIAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL
INDIVIDUAL CLAIMS**

This Confidential Settlement Agreement and Mutual Release of All Claims ("Agreement") is made and entered into by and between Plaintiff John Poltz ("Poltz") on the one hand, and Defendants Desert Fire Extinguisher Co., Inc. ("DFE"), Michael Shayne ("Shayne"), Denise Gilbert ("Denise"), and Joshua Gilbert ("Joshua") (collectively, DFE, Shayne, Denise, and Joshua are referred herein as "Defendants"), on the other hand. Poltz and Defendants are referred to collectively as the "Parties" and, in the singular, as a "Party." This Agreement is intended to resolve all disputes and extinguish those obligations described below.

RECITALS

WHEREAS, Poltz performed work for DFE at times between the period between October 2016 through December 2020;

WHEREAS, Poltz initiated an individual action (i.e., the "Individual Claims" are claims 1 through 16 and 18) and a PAGA representative Complaint (the "PAGA Claim") against Defendants currently pending in the Riverside County Superior Court (the "court"), designated as *John Poltz v. Desert Fire Extinguisher, et al.*, Case No.: CVRI2103037 ("the Action"), alleging eighteen causes of action, including (1) Financial Elder Abuse; (2) Fraud; (3) Breach of Oral Contract; (4) Constructive Termination; (5) Retaliation – Labor Code § 98.6; (6) Intentional Infliction of Emotional Distress; (7) Failure to Pay Wages – Labor Code § 204; (8) Unpaid Overtime Wages – Labor Code § 510; (9) Unpaid Premium Wages for 30 Minutes Duty-Free Meal Periods – Labor Code § 226.7; (10) Unpaid Premium Wages for 10 Minute Duty-Free Rest Breaks (Labor Code Section § 226.7); (11) Failure to Issue Wage Statements – Labor Code § 226 (a); (12) Failure to Keep Payroll Records – Labor Code § 1174(d); (13) Deficient Pay Penalties – Labor Code § 210; (14) Unreimbursed Business Expenses – Labor Code § 2802 (15) Waiting Time Penalties – Labor Code § 203 (16) Violation of Unfair Competition Law – Bus. & Prof. Code Section § 17200, et seq.; (17) California Private Attorneys General Act of 2004 (the "PAGA Claim") – Labor Code §§ 2698, et seq.; and (18) Age Discrimination – Government Code §§ 12940, et seq.;

WHEREAS, Defendants deny and dispute any and all of Poltz's claims in the Action as well as any and all claims arising out of Plaintiff's alleged employment with Defendants; and

WHEREAS, the Parties desire to avoid the disruption, inconvenience, uncertainty, and costs associated with litigation of any claims that Poltz has, had, or may claim to have arising out of or in connection with his alleged employment with, relationship with, and/or provision of services to Defendants.

WHEREAS, by a separate agreement executed by the Parties, the Confidential PAGA Settlement Agreement, the Parties are resolving and forever settling all "representative claims" i.e., the PAGA Claim, Plaintiff could have alleged in the Action. Plaintiff would not enter this Agreement absent the concurrent settlement of the representative claims.

WHEREAS, this Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants

that Poltz's allegations in the Action have merit, or as an admission by Poltz that Defendants' defenses in the Action have merit.

NOW, THEREFORE, in consideration of the covenants and agreements contained in this document and the other valuable consideration described herein, the sufficiency of which is now acknowledged by all Parties, the Parties agree as follows:

AGREEMENT

1. Settlement Payment. Defendants shall cause to be paid a total payment (hereafter collectively referred to as the "Settlement Payment") to Poltz as follows:

1.1 Defendants shall pay to Poltz and his attorneys of record herein the total sum of six hundred thousand and ten thousand and no/100 dollars (\$ 600,000.00) in complete settlement of the Individual Claims, the PAGA Claims, and the individual disputes between the Parties in the Action (the "Settlement Payment");

1.2 The settlement check(s) shall be made payable to Plaintiff's counsel, as the Law Office of Karen J. Sloat, APC – Client Trust Account. Defendants or their counsel shall deliver the Settlement Payment in three installments as follows, provided that Defendants' counsel receives this Agreement executed by Poltz and a completed W-9 form from Plaintiff's counsel:

1.2.1 The first installment of three hundred thousand and no/100 dollars (\$300,000.00) to defense counsel no later than December 30, 2022, provided that (1) the amount is held in trust and Poltz receives no funds until the Court's approval of dismissal of Poltz's Individual Claims (with prejudice), and (2) Defendants' counsel receives this Agreement executed by Poltz and a completed W-9 form from Plaintiff's counsel on or before December 30, 2022.

1.2.2 The second installment payment of three hundred thousand and no/100 dollars (\$300,000.00) to Plaintiff's counsel within ninety (90) days of the Effective Date, as defined in the Confidential PAGA Settlement Agreement.

1.2.3 The third installment payment of ten thousand and no/100 dollars (\$10,000) to Plaintiff's counsel within thirty (30) days of the Effective Date, as defined in the Confidential PAGA Settlement Agreement.

2. General Release of Claims. In exchange for the consideration described in Paragraph 1 of this Agreement, and for other good and valuable consideration, the receipt of which is acknowledged by the Parties, and except as to such rights or claims as may be created or explicitly reserved in this Agreement, the Parties agree as follows:

2.1 Plaintiff's Release of Individual Claims. Except as to such rights or claims as may be created by this Agreement, Poltz, on behalf of himself, his agents, attorneys, successors in interest, subrogees, subrogors, heirs, executors, administrators, and assigns hereby releases and forever discharges Defendants and all persons, agents, servants, representatives, officers, directors, stockholders, employees, attorneys (including the law firm of FitzGerald & Mulé LLP and the Law Offices of Michael Kaiser, and each of their attorneys), associations, joint ventures, corporations, parent corporations, subsidiaries, affiliates, partners, members, predecessors, and successors in

interest, insurers, re-insurers, and assigns, and all other legal entities with whom Defendants have been or are now affiliated (collectively, the “Defendant Releasees”) from Poltz’s individual claims, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, demands, attorneys’ fees, losses and expenses, known or unknown, suspected or unsuspected, filed or unfiled, from the beginning of time through the date of this Agreement, that Poltz may have or have had arising out of or connected with Poltz’s employment with Defendants, the cessation thereof, the Action, or any other interaction or relations among the Defendant Releasees (collectively, the “Released Matters”).

The Released Matters and this release also include, without limiting the generality of the foregoing: any and all claims, demands, causes of actions, obligations, charges, liabilities, attorneys’ fees, costs, actual, compensatory and punitive damages, civil penalties, and all claims for any other type of relief relating to, arising out of, or based upon: all claims of harassment, discrimination, and/or retaliation in violation of State or Federal law; all claims for failure to accommodate and/or failure to engage in the interactive process; violations, interference with and/or retaliation for requesting and taking a leave of absence under state or Federal law; all claims of violation of applicable sick leave laws; all claims of violation of public policy, including a claim for wrongful and/or constructive termination of employment; all claims for fraud or misrepresentation; all claims based on tort and/or breach of contract, whether written or oral, express or implied, and any covenant of good faith and fair dealing; all claims for unpaid wages, commissions, or other benefits, including minimum wage, regular, overtime, double time, vacation, associated penalties and/or premiums, and expense reimbursement; all claims relating to equal pay under state or Federal law; all claims for rest or meal periods and associated penalties and/or premiums; all claims for inaccurate wage statements; all claims for the alleged failure to pay all wages at separation; all claims for failure to timely provide documents for review and/or inspection; any claim for unlawful or unfair business practices; all claims for emotional distress; and any and all claims generally relating to Poltz’s alleged employment with Defendants, including any alleged violation of any federal, state or other governmental statute, regulation, ordinance, or executive order, including without limitation:

- (1) The Civil Rights Acts of 1866, 1964, and 1991, as amended;
- (2) 42 U.S.C. § 1981;
- (3) The California Fair Employment and Housing Act;
- (4) Section 503 of the Rehabilitation Act of 1973;
- (5) The Fair Labor Standards Act (including the Equal Pay Act);
- (6) The California and United States Constitutions;
- (7) The California Labor Code, except for those claims covered by the Private Attorneys General Act pursuant to Labor Code § 2699, *et seq.*, which Poltz hereby agrees to dismiss in the separate Confidential PAGA Claim Settlement between the Parties;
- (8) The California Government Code, specifically including, but not limited to, the Fair Employment and Housing Act pursuant to Government Code § 12900, *et seq.*;

- (9) The California Business and Professions Code;
- (10) The Employee Retirement Income Security Act, as amended;
- (11) The California Family Rights Act;
- (12) The Americans with Disabilities Act;
- (13) The Family Medical Leave Act;
- (14) Federal Claims Act;
- (15) All Applicable Wage Orders;
- (16) The National Labor Relations Act;
- (17) The Immigration Reform and Control Act;
- (18) California Occupational Safety and Health Act, or the Federal equivalent;
- (19) The Worker Adjustment and Retraining Notification Act;
- (20) The Age Discrimination in Employment Act of 1967, as amended; and
- (21) The Older Workers' Benefits Protection Act.

2.2 Defendants' Release of Claims. Defendants individually and on behalf of their successors, assigns, officers, directors, joint ventures, corporations, parent corporations, subsidiaries, predecessors, successors in interest, insurers, re-insurers, executors, heirs, and attorneys ("Defendants Releasees"), voluntarily, irrevocably and unconditionally release, acquit and forever discharge Poltz and any of his heirs, estates, executors, administrators, agents, trustees, as well as any of their representatives, attorneys, insurers, reinsurers, and/or any of the predecessors, successors and assigns of Poltz (collectively referred to as "Plaintiff Releasees"), and each of them from any and all claims, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, demands, attorneys' fees, losses and expenses, known or unknown, suspected or unsuspected, filed or unfiled, from the beginning of time through the date of this Agreement, that Defendants may have or have had arising out of or connected with Poltz's alleged employment with Defendants, the cessation thereof, the Action, or any other interaction or relations among Poltz and the Defendants Releasees.

The Parties expressly acknowledge that the Released Matters do not include any claims that otherwise cannot be waived as a matter of law.

Defendants believe they have paid all wages owed to Poltz. To the extent Poltz contends any additional wages are owed, Poltz understands and agrees that this Agreement represents a settlement in good faith of a bona fide dispute regarding what wages, including commissions, overtime, penalties, or premiums, if any, may be owed to Poltz, and that the promises and payments and consideration of this Agreement shall not be construed to be an admission of any liability of or obligation owed by, Defendants to Poltz.

Notwithstanding this release or any other conflicting provision(s) of this Agreement, Poltz understands that: (a) nothing in this Agreement is intended to limit or shall limit Poltz's ability to file a charge or complaint with any federal, state, or local governmental agency or commission (collectively, "Government Agencies"); and (b) this Agreement is also not intended to and does not limit Poltz's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including by providing documents or other information, without notice to Defendants, and without waiving any right to receive an award for providing any such documents or information. However, Poltz acknowledges and agrees that he would not be eligible to receive any additional payment from any of the Defendant Releasees due to any such charge or complaint.

2.3 Covenant Not To Sue. In exchange for the consideration described in Paragraph 1 of this Agreement, and for other good and valuable consideration, the receipt of which is acknowledged by the Parties, and except as to such rights or claims as may be created or explicitly reserved in this Agreement, Poltz covenants not to sue any Defendant Releasees for any of the Released Matters, regardless of whether they have been dismissed with or without prejudice. Poltz warrants that, with the exception of the Action, he has not filed any complaint, claim or charge against any Defendant Releasees with any local, state or federal agency or court. In the event Poltz fails or refuses to undertake these obligations, the Parties agree that this Agreement shall operate to effectuate his dismissal or withdrawal of such complaint, charge or claim.

3. Acknowledgment of Rights and Waiver of Claims under the Age Discrimination in Employment Act ("ADEA"). Poltz acknowledges that he knowingly and voluntarily waives and releases any rights he may have under the Age Discrimination in Employment Act of 1967 ("ADEA"). He also acknowledges that the consideration set forth in Paragraph 1 for the waiver and release is in addition to anything of value to which he was already entitled. Poltz further acknowledges that he has been advised by this writing, as required by the Older Workers Benefit Protection Act, that: (a) his waiver and release do not apply to any rights or claims that may arise after the date on which he executes this Agreement; (b) he should consult with an attorney before executing this Agreement; (c) he has a period of twenty-one (21) days to consider this Agreement (although he may execute this Agreement earlier); Poltz understands that this twenty-one-day period shall begin to run on the day he executes this Agreement; (d) he has seven (7) days following his execution of this Agreement to revoke the Agreement; and (e) this Agreement shall not be effective until after the revocation period has expired. Accordingly, Poltz may revoke this Agreement and the release provided herein only by giving Defendants formal, written notice of his revocation of this Agreement by preparing a written notice and delivering it to counsel for Defendants, Jana B. FitzGerald and David Mulé at FitzGerald & Mulé, LLP and Michael Kaiser at the Law Offices of Michael Kaiser, to be received no later than seven days following Poltz's execution of this release.

4. Waiver of Civil Code § 1542. Each of the Parties acknowledges that there is a possibility that after the execution of this Agreement, they will discover facts or incur or suffer damages that were unknown or unsuspected at the time this Agreement was executed, and which, if known by them at that time may have materially affected their decision to execute this Agreement. The Parties acknowledge and agree that by reason of this Agreement, and the releases contained herein, they are assuming any risk of such unknown facts and unknown and unsuspected claims. The

Parties have been advised of and agree to be bound by Section 1542 of the California Civil Code, which provides:

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.

This release, in all respects, has been voluntarily and knowingly executed with the express intention of effecting the legal consequences provided in the California Civil Code § 1541, that is, the extinguishment of obligations herein designated.

5. **Dismissal of the Action.** In exchange for the consideration set forth in Section 1, *supra*, and in connection with this Agreement, Poltz agrees to file a notice of dismissal of his Claims (with prejudice).

6. **Confidentiality.** Each Party represents that they have kept and will keep the terms, amount, and the fact of this Agreement completely confidential and that they will not hereafter disclose any information concerning this Agreement to anyone; provided, however, that the Parties may make such disclosure to their spouses and professional representatives (e.g., attorneys, insurers, accountants, auditors, tax preparers, officers and board of directors) or when otherwise required by process of law. If any disclosures are made as provided in this paragraph, each individual shall first be informed of and agree to be bound by this confidentiality clause or other such disclosures required by law to enforce this Agreement. Each Party further agrees that if anybody asks about the claims arising from the Action, they will respond by stating, "The matter has been resolved, and the resolution is confidential" or words to that effect. Each Party agrees that they have not and will not issue any public announcement, publication, or otherwise disclose the Agreement, the terms thereof, the claims, demand, or allegations alleged in the Action, or any facts alleged to exist as support thereof to anyone, including the press, media, websites, or any service which reports litigation, verdicts or settlements. If Poltz is required to disclose this Agreement, its terms or underlying facts pursuant to a court order or subpoena, Poltz shall notify Defendants' Counsel at FitzGerald & Mulé, LLP, in writing via email: jfitzgerald@fitzgeraldmulelaw.com, dmule@fitzgeraldmulelaw.com within 72 hours of Poltz's receipt of such court order or subpoena, and simultaneously provide a copy of such court order or subpoena if legally permitted to do so. If Defendants are required to disclose this Agreement, its terms or underlying facts pursuant to court order and/or subpoena, Defendants shall notify Counsel Karen Sloat, Law Office Karen J. Sloat, APC, in writing via email at the address karen@karensloatlaw.com, within 72 hours of their receipt of such court order or subpoena, and simultaneously provide a copy of such court order or subpoena if legally permitted to do so. Nothing in this Agreement shall be construed to require any Party to provide a copy of a court order or subpoena if they are not legally permitted to do so. Additionally, the Parties intend that nothing contained herein is intended to contravene California Code of Civil Procedure section 1001.

7. **Non-Disparagement.** Poltz agrees that he shall refrain from making, either orally or in writing, any negative, detracting, derogatory, or unfavorable statement about Defendants, unless pursuant to a lawfully issued subpoena or other order by a court or agency of competent jurisdiction,

or in response to an official inquiry of a governmental agency. This section shall not apply if Poltz is compelled to testify in a legal proceeding, including any legal proceeding between the Parties to the Agreement.

Subject to the restrictions contained in SB 331, codified as California Code of Civil Procedure Section 1001, as amended on January 1, 2022, Poltz understands that if this Agreement were not signed, Poltz would have the right to voluntarily assist other individuals or entities in bringing claims against Defendants or the Defendant Releasees. Poltz further understands and agrees that he waives such right and Poltz shall not aid or assist others in their pursuit of claims against Defendant Releasees unless: (a) Poltz is required to provide such assistance pursuant to a court order, or (b) Poltz's assistance is sought by the Equal Employment Opportunity Commission or any other federal, state, or local governmental entity. To the extent permitted by law, Poltz agrees he will not counsel or assist any attorneys or third parties in the presentation or prosecution of any disputes and/or differences by any third party against Defendants unless pursuant to a lawfully issued subpoena or other order by a court or agency of competent jurisdiction, or in response to an official inquiry of a governmental agency. Poltz further agrees to give Defendants notice within three (3) business days of his receipt of a subpoena or other order by court or agency pursuant to this Paragraph.

Defendants understand and agree that in response to any inquiry directed to DFE, it will provide neutral references to any other person or entity inquiring about Poltz's work for or with Defendants and that they will provide only the respective (i) dates of employment, and (ii) the last position held. Defendants further agree that they shall refrain from making, either orally or in writing, any negative, detracting, derogatory, or unfavorable statement about Poltz.

Nothing in this Agreement prevents Poltz from discussing or disclosing information about unlawful acts in the workplace that are prohibited by FEHA, such as harassment or discrimination. Notwithstanding the foregoing, Poltz shall not be considered in breach of this paragraph for any statements made to governmental agencies concerning any unemployment benefits application.

Poltz represents that, other than the Action, he has not filed or asserted any complaints, claims, or actions against the Defendant Releasees with any state, federal, or local governmental agency or court or arbitrator and that Poltz does not intend to do so at this time. Notwithstanding the foregoing, this Agreement does not deprive Poltz of the right to file a charge with or participate in an investigation by the Equal Employment Opportunity Commission or file complaints against Defendants with another state or local agency, with the understanding that by signing this Agreement, Poltz waives and gives up any right to seek or obtain any monetary compensation for Poltz in connection with such filing or participation.

8. **Acknowledgement.** Poltz acknowledges and agrees that he would not otherwise be entitled to the consideration set forth in Paragraph 1 were it not for the covenants, promises, and releases set forth herein. Poltz acknowledges that he has received all wages and compensation due from Defendants and that Defendants shall owe Poltz nothing further once Poltz receives the consideration described in Paragraph 1.

9. **Attorneys' Fees and Costs Related to the Action.** The Parties agree that except that as may be included within the Settlement Payment, they will bear their own attorneys' fees and costs

incurred in connection with this matter, and no Party nor their counsel will seek attorney fees or costs from any other Party.

10. **Issuance of Form 1099; No Representation of Taxability.** An IRS Form 1099 will be issued to reflect the Settlement Payment provided for in Paragraph 1 above, except for the portion, if any, attributed to wages or reported on a Form W-2. Poltz understands and agrees that he is solely responsible for all tax obligations, including paying any taxes required to be paid to the State of California, the United States Government, or any other entity resulting from this settlement. Poltz acknowledges and agrees that Defendant Releasees have not warranted or represented how the U.S. Internal Revenue Service or other governmental taxing authorities will treat the payment described above for tax purposes and agree that no further payment of money to him from Defendant Releasees will be due if the payment or the release of claims embodied in this Agreement, or any portion thereof, is found by a government taxing authority to be, or to result in, additional taxable income to Poltz. Poltz agrees that if some federal, state or local agency takes the position that taxes should have been withheld from amounts paid pursuant to this Agreement, he will be responsible for payment of any such alleged tax obligations and will indemnify and hold Defendant Releasees harmless from any resulting tax liability, interest, attorneys' fees, or penalty associated therewith. Poltz now agrees to indemnify Defendant Releasees from all liability, if any, should be imposed on them regarding the payment to Poltz under this Agreement specified above, including but not limited to any interest, attorneys' fees, penalties, and costs related to such payment.

11. **No Admission of Liability.** It is understood and agreed by Poltz that this Agreement represents a compromise and settlement for various disputed matters and that the promises, payments, and consideration of this Agreement shall not be construed as an admission of any liability or obligation by Defendants Releasees to Poltz.

12. **Attorney Liens.** Poltz represents and warrants that all legal expenses, bills, costs, or contingency fee agreements resulting from or arising out of the representation of Poltz by any attorney concerning the Action are Poltz's responsibility to pay. Any liens based on legal expenses, bills, costs, or contingency fee agreements incurred as a result of the Action will be satisfied by Poltz. Poltz will indemnify, defend and hold Defendants Releasees harmless from any such claims.

13. **No Additional Recovery.** It is the intent of this Agreement that Poltz, lienholders, and any other individual or entity with an interest in Poltz's claims shall not recover, directly or indirectly, any sums from Defendant Releasees other than the funds received pursuant to this Agreement and set forth in Paragraph 1, above.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between Poltz and Defendants regarding actual or potential claims asserted by Poltz against Defendants and the settlement of those claims, which will remain in full force and effect. This Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding those claims or potential claims and the settlement of those claims. No other agreement, statement, or promise made by one Party to another as to any matter addressed in this Agreement shall be binding or valid. This Agreement cannot be orally modified. Any amendment or modification to this Agreement must be in writing and signed by Poltz and Defendants. Poltz and Defendants further represent that they are unaware of any agreement or promise, written or oral, between the Parties' respective Releasees

and/or anyone else that could serve as the basis for any claim or action against the Parties' Releasees that has not been released in this Agreement. Poltz further understands that nothing in this Agreement is intended to excuse him from any confidentiality or non-disclosure agreements he signed while employed by Defendants.

15. **Notices.** Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to be given when served personally or on the third business day after mailing if mailed by United States mail, postage prepaid, addressed to the other Party and/or its counsel.

16. **Binding Nature; No Assignment.** This Agreement, and all the terms and provisions contained herein, shall bind the heirs, personal representatives, successors, and assigns of each Party and inure to the benefit of a Party's agents, directors, officers, employees, servants, heirs, estates, executors, administrators, agents, representatives, successors, and assigns.

17. **Construction.** This Agreement is the product of arms-length negotiations and is considered to be jointly drafted. As such, it shall not be construed against any party because that party caused it to be reduced to a written instrument.

18. **Severability.** Poltz and Defendants agree that if any phrase, clause, or provision of this Agreement is declared to be illegal, invalid, or unenforceable by a court of competent jurisdiction, such phrase, clause or provision shall be deemed severed from this Agreement but will not affect any other provisions of this Agreement, which shall otherwise remain in full force and effect. If any phrase, clause, or provision in this Agreement is deemed unreasonable, onerous, or unduly restrictive by a court of competent jurisdiction, it shall not be stricken in its entirety and held void and unenforceable but shall remain effective to the maximum extent permissible within reasonable bounds. If any waiver, release, or covenant not to sue herein is deemed illegal, invalid, or unenforceable in whole or in part, the Parties' obligations under this Agreement shall be nullified.

19. **No Waiver.** The failure of any Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be deemed a waiver or deprive any Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be signed in writing by the Party granting the waiver and expressly state that it is a waiver of such provisions of this Agreement.

20. **Enforcement Costs.** The Parties agree that if litigation is initiated by either Party to interpret or enforce this Agreement, the prevailing party will be entitled to recover its costs and reasonable attorneys' fees incurred in conjunction with the litigation, in addition to any other relief granted.

21. **Remedy for Claim of Material Breach of Agreement.** In the event that either Party claims a material breach of any provisions of the Agreement, any and all disputes related to an alleged breach will be resolved solely through arbitration. To initiate the arbitration process, the Party bringing the claim of alleged breach must demand arbitration in writing and deliver the written demand by hand or first-class mail to the other party. Defendants shall be responsible for paying the costs of the arbitration. Once the arbitration process has been initiated, the Parties shall mutually select an

arbitrator, who will be an attorney licensed to practice in the location where the arbitration proceeding will be conducted or a retired federal or state judicial officer who presided in the jurisdiction where the arbitration will be conducted. Upon selection of the arbitrator, the Parties will work with the arbitrator in selecting an arbitration location mutually agreeable to the Parties. The sole remedy for a material breach of the Agreement, if so determined by the arbitrator, will be attorneys' fees and costs to the prevailing party for purposes of enforcing the Agreement. In the event either Party claims a material breach of the Agreement, Paragraphs 6 and 7 of the Agreement will remain enforceable.

22. Governing Law and Jurisdiction. This Agreement shall be interpreted under the laws of the State of California, both as to interpretation and performance. The Court shall retain jurisdiction under California Code of Civil Procedure section 664.6 to enforce this settlement agreement.

23. Section Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

24. Counterparts. The Parties may execute this Agreement in counterparts which shall, in the aggregate, be signed by all the Parties, and each counterpart shall be deemed an original instrument against the Party who has signed it. Facsimile and electronic signatures (e.g., DocuSign) will be accepted.

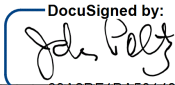
25. Representative Capacity. Each Party executing this Agreement in a representative capacity represents and warrants that they are empowered to do so.

26. Survival of Warranties and Representations. The warranties and representations of this Agreement are deemed to survive the date of execution thereof.

27. Voluntary and Knowing. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto.

I, having read the foregoing Settlement Agreement and Mutual Release of All Claims and knowing the contents thereof, am effecting this settlement and executing this release after having the opportunity to obtain legal advice from counsel, and I sign the same as my own free act.

Dated: 2/6/2023

DocuSigned by:

 63A2DF1BA501497 ...
 John Poltz

Dated: _____

 Michael Shayne

arbitrator, who will be an attorney licensed to practice in the location where the arbitration proceeding will be conducted or a retired federal or state judicial officer who presided in the jurisdiction where the arbitration will be conducted. Upon selection of the arbitrator, the Parties will work with the arbitrator in selecting an arbitration location mutually agreeable to the Parties. The sole remedy for a material breach of the Agreement, if so determined by the arbitrator, will be attorneys' fees and costs to the prevailing party for purposes of enforcing the Agreement. In the event either Party claims a material breach of the Agreement, Paragraphs 6 and 7 of the Agreement will remain enforceable.

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26. **Survival of Warranties and Representations.** The warranties and representations of this Agreement are deemed to survive the date of execution thereof.

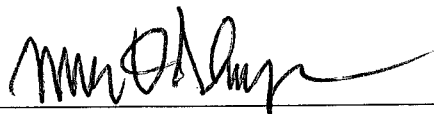
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I, having read the foregoing Settlement Agreement and Mutual Release of All Claims and knowing the contents thereof, am effecting this settlement and executing this release after having the opportunity to obtain legal advice from counsel, and I sign the same as my own free act.

Dated: _____

John Poltz

Dated: 02/07/2023



Michael Shayne

Dated: 2-7-23

Denise Gilbert
Denise Gilbert

Dated: 02/07/23

Joshua Gilbert
Joshua Gilbert

Dated: 02/07/2023

Michael Shayne
On Behalf of Desert Fire Extinguisher Co.,
Inc.
Name: MICHAEL SHAYNE
Title: President