

**SETTLEMENT, GENERAL RELEASE,
AND CONFIDENTIALITY AGREEMENT**

The parties to this Settlement Agreement, General Release, and Confidentiality Agreement (“Settlement Agreement”) are the following:

1. Alexander Tellez (“Tellez”) and Luis Ruiz-Leon (“Ruiz-Leon”), individuals (collectively “Plaintiffs”); and
2. Pery Consulting Group, LLC, a California limited liability company (herein “PCG”) and Rafe Pery (“Pery”), an individual, (together and collectively “Defendants,” and together with Plaintiffs, the “Parties”);

WHEREAS, on January 20, 2022, Plaintiffs filed a Complaint in Los Angeles County Superior Court entitled *Alexander Tellez and Luiz Ruiz-Leon v. Pery Consulting Group, a California limited liability company, Rafe Pery, and DOES 1 to 20, inclusive*, Case No. 22VECV00088 (the “Lawsuit”), alleging various violations of the California Labor Code, public policy, and the California Business and Professions Code based on Defendants’ alleged misclassification of Plaintiffs as independent contractors including claims for failure to timely pay earned wages, failure to pay overtime wages, failure to provide meal and rest breaks, failure to provide accurate itemized wage statements, waiting time penalties, failure to indemnify and/or reimburse business expenses, unjust enrichment, and unlawful business practices (collectively, the “wage and hour claims”), plus twelve claims (the “PAGA claims”) brought as representatives on behalf of the State of California pursuant to Labor Code section 2698 *et seq.*, the Private Attorneys General Act (“PAGA”);

WHEREAS, on April 21, 2022, Plaintiffs’ wage and hour claims were ordered to arbitration, and Plaintiffs submitted those claims to the American Arbitration Association on June 3, 2022, in a proceeding entitled *Alexander Tellez and Luis Ruiz-Leon v. Pery Consulting*

Group LLC and Rafe Pery, Case No. 01-22-0002-3466, before arbitrator Amy Semmel, Esq. (the “Arbitration Proceeding”).

WHEREAS, on August 16, 2022, Plaintiffs’ individual PAGA claims were ordered to arbitration with the American Arbitration Association and the representative PAGA claims were stayed;

WHEREAS, on or about January 19, 2023, the Parties attended a full-day mediation with experienced mediator Hon. Richard Stone (Ret.), which resulted in a mediator’s proposal under which all Parties executed a memorandum of understanding setting forth the terms of settlement for both the wage and hour claims and the PAGA claims (the “MOU”), which shall be incorporated herein by this reference and attached as Exhibit A (the MOU and this Settlement Agreement shall together and collectively herein be referred to as the “Agreement”);

WHEREAS, the Settlement of Plaintiffs’ wage and hour claims is fully memorialized in this document and the settlement of Plaintiffs’ PAGA claims is memorialized in a separate settlement agreement (“PAGA Settlement”);

WHEREAS, the Parties have entered into the PAGA Settlement and this Settlement in order to avoid the risks, expenses, and emotional stress of litigation;

WHEREAS, by this Agreement, the Parties desire to complete and finally resolve any and all existing and potential claims that Plaintiffs have or may have against Defendants, known or unknown, in connection with Plaintiffs’ relationship with Defendants except the PAGA claims brought by Plaintiffs in both their individual and representative capacity, which will be resolved via the separate PAGA Settlement;

NOW THEREFORE, for and in consideration of the mutual promises and undertakings herein set forth, the parties agree as follows:

1. Consideration to Tellez and Ruiz-Leon. Provided Plaintiffs timely execute this Agreement and do not revoke it in accordance with Paragraph 6(f), for and in consideration of this Agreement and the releases contained herein, Defendants will pay the total gross settlement sum of \$800,000.00 (Eight Hundred Thousand Dollars) (the “Settlement Payment”). The Settlement Payment shall be paid in the following installments:

(A) Three payments within 30 days of the later of court approval of the PAGA Settlement or the date on which Defendants receive completed forms W-9 from Plaintiffs’ Counsel and forms W-4 from Tellez and Ruiz-Leon:¹

(i) A payment in the gross amount of \$10,000 (Ten Thousand Dollars), less applicable withholdings and deductions, payable to Tellez and reported via form W-2 as wage income;

(ii) A payment in the gross amount of \$10,000 (Ten Thousand Dollars), less applicable withholdings and deductions, payable to Ruiz-Leon and reported via form W-2 as wage income;

(iii) A payment in the gross amount of \$205,000 (Two Hundred Five Thousand Dollars), payable and reported as provided in subsection (D);

(B) A payment in the amount of \$200,000 (Two Hundred Thousand Dollars) within 120 days of the payment set forth in subsection (A), payable and reported as provided in subsection (D); and

¹ To the extent the Court finds that the consideration under the PAGA Settlement is inadequate, the Parties agree to increase the Gross Settlement Amount by the minimum amount necessary to secure Court approval of the PAGA Settlement and to reduce this first installment payment by the amount of the increase.

(C) A payment in the amount of \$375,000 (Three Hundred Seventy Five Thousand Dollars) on or before January 26, 2024, payable and reported as provided in subsection (D).

(D) All settlement checks shall be sent to Plaintiffs' Counsel, Gary Brotman of Marquee Law Group A.P.C., 9100 Wilshire Blvd., Suite #445 East Tower, Beverly Hills, CA 90212, and except as otherwise provided above, made payable to the Marquee Law Group A.P.C.'s Client Trust Account and reported via Form 1099 issued to the Marquee Law Group A.P.C. with Box 14 checked "Gross proceeds paid to an attorney."

2. Tax Indemnification. With the exception of Defendants' reporting requirement described in Paragraph 1 of this Agreement, Plaintiffs shall be solely responsible for the allocation of the Settlement Payment as between attorneys' fees and costs, Plaintiffs' recovery for alleged unpaid wages, and all other (non-wage) recovery by Plaintiffs. Plaintiffs shall be solely responsible for the reporting and payment of any federal, state and/or local income or employment tax and any required withholding on the Settlement Payment, including the employee's share of payroll taxes on the portion allocated to recovery for alleged unpaid wages. In the event that any state or federal taxing agency determines that the Settlement Payment, or any part thereof, is taxable income, it shall be solely the responsibility of Plaintiffs to pay any and all assessed taxes, and any costs, fees, interest, assessments, penalties, damages or other losses resulting from any such determination. Plaintiffs shall indemnify Defendants concerning the tax consequences, if any, to the fullest extent possible. In the event Defendants are contacted by the Internal Revenue Service, Franchise Tax Board or other taxing authority regarding this payment, Defendants will notify Plaintiffs' counsel within ten (10) business days. Plaintiffs agree that they have had the opportunity to obtain advice from a tax professional and they represent and warrant that they have been advised to consult an accountant or professional tax

preparer about this Agreement. Defendants make no representation as to the taxability of the sums paid under this Agreement, and Plaintiffs hereby acknowledge that they do not rely on any such representation in deciding to execute this Agreement.

3. Dismissal of Arbitration Proceeding. Within seven (7) days after Plaintiff's counsel's receipt of the full Settlement Payment, Plaintiffs shall dismiss the Arbitration Proceeding with prejudice and agree not to appeal or seek other review of the dismissal.

4. Release by Plaintiffs. Plaintiffs, on behalf of themselves and their representatives, assignees, agents, partners, attorneys, heirs, or other successors, hereby release, acquit and forever discharge to the broadest extent permitted by law any and all claims, expenses, debts, demands, costs, contracts, liabilities, obligations, actions, and causes of action of every nature, under any theory under the law, whether common, constitutional, statutory or other of any jurisdiction, foreign or domestic, whether known or unknown, whether in law or in equity, which they have or had or may claim to have on their own behalf or on behalf of any other entity by reason of any and all matters from the beginning of time to the execution of this Agreement against any of the "Pery Releasees," which shall mean Rafe Pery, Pery Consulting Group, LLC., its predecessors and successors, investors, partners, affiliates, and all of its and those entities' current and former owners, parents, divisions, branches, units, officials, officers, directors, managing agents, shareholders, affiliates, assigns, employees, representatives, servants, agents, attorneys, and insurers. The release set forth in this paragraph includes, but is not limited to, any rights or claims that were asserted or could have been asserted based on the facts alleged in the Litigation; rights or claims arising under the California Constitution; under the Age Discrimination in Employment Act of 1973, as amended; the California Labor Code, as amended; California Wage Orders; the Fair Labor Standards Act, as amended; Title VII of the

Civil Rights Act of 1964, as amended; the California Fair Employment and Housing Act, as amended; the Equal Pay Act, as amended; the Rehabilitation Act of 1973, as amended; the Employee Retirement Income Security Act of 1974, as amended; the California Civil Code, as amended; public policy; the Americans with Disabilities Act of 1990; the California Unfair Competition Law, as amended; the Family and Medical Leave Act of 1993, as amended; the California Family Rights Act, as amended; the False Claims Act, as amended; the California Constitution; the Worker Adjustment Retraining and Notification Act; the Labor Management Relations Act; the Sarbanes Oxley Act of 2002; and/or Section 1981 of Title 42 of the United States Code. The release set forth in this paragraph also includes, but is not limited to, claims for intentional infliction of emotional distress, breach of written or implied contract, or any other statute or common law principle, known or unknown, arising out of or relating to Plaintiffs employment by Pery Consulting Group or relationship with Defendants, or the termination of such employment, along with all other events or occurrences having taken place between Plaintiffs and Defendants prior to the date of this Agreement, including but not limited to any claims for wrongful termination, retaliation, failure to pay wages owed, Labor Code penalties, attorneys' fees, and costs. Notwithstanding the foregoing, the released claims shall not include (i) obligations created by this Agreement; (ii) any workers' compensation benefits; (iii) any right to a future medical award; or (iv) any other rights or claims that, under applicable federal, state or local law, cannot be waived or released by private agreement. To the extent that any alleged claim is not or cannot be released under applicable law, the payment provided by Defendants pursuant to this Agreement shall be an offset against any such unreleased claim, if any. Nothing in this paragraph is intended to limit any party's participation in any proceeding brought by any

federal, state or other governmental agency to the extent that such participation is protected by law.

5. Release by Defendants. Defendants, on behalf of themselves and the Pery Releasees, hereby release, acquit and forever discharge to the broadest extent permitted by law any and all claims, expenses, debts, demands, costs, contracts, liabilities, obligations, actions, and causes of action of every nature, under any theory under the law, whether common, constitutional, statutory or other of any jurisdiction, foreign or domestic, whether known or unknown, whether in law or in equity, which they have or had or may claim to have on their own behalf or on behalf of any other entity by reason of any and all matters from the beginning of time to the execution of this Agreement against Plaintiffs, or either of them, or any of their representatives, assignees, agents, affiliates, family members, partners, attorneys, heirs, or other successors. Notwithstanding the foregoing, the released claims shall not include any rights or claims that, under applicable federal, state or local law, cannot be waived or released by private agreement. Nothing in this paragraph is intended to limit any party's participation in any proceeding brought by any federal, state or other governmental agency to the extent that such participation is protected by law.

6. Waiver of Unknown Claims. The Parties expressly waive any and all rights under section 1542 of the Civil Code of the State of California, and any like or comparable provision or principle of common law in any other jurisdiction. 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.

Thus, notwithstanding the provisions of section 1542 or any provision of law with a comparable effect, and for the purpose of implementing a full and complete release and discharge, the Parties expressly acknowledge that this Agreement is intended to include in its effect, without limitation, claims and causes of action which they do not know of or suspect to exist in their favor at the time of execution hereof and that this Agreement contemplates extinguishment of all such claims and causes of action. Each Party acknowledges that each Party may hereafter discover facts different from or in addition to those each Party knows or now believes to be true with respect to the matters released or described in this Agreement, and each Party agrees that the releases and agreements contained herein shall be and will remain effective in all respects notwithstanding any later discovery of any such different or additional facts. Each Party hereby assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies described herein or with regard to any facts which are now, unknown to the other Party relating thereto.

6. Specific Release of ADEA Claims: In further consideration of the payments and benefits provided to Plaintiffs in this Agreement, Plaintiffs irrevocably and unconditionally waive, release, and discharge the Pery Releasees from any and all Claims, whether known or unknown, from the beginning of time through the date of Plaintiffs' execution of this Agreement arising under the Age Discrimination in Employment Act (ADEA), as amended, and its implementing regulations. By signing this Agreement, Plaintiffs acknowledge and confirm that:

- (a) Plaintiffs have read this Agreement in its entirety and understands all of its terms;
- (b) By this Agreement, Plaintiffs have been advised in writing to consult with an attorney, and they have consulted with such counsel before signing this Agreement;

(c) Plaintiffs knowingly, freely, and voluntarily agree to all of the terms and conditions set out in this Agreement including, without limitation, the waiver, release, and covenants contained in it;

(d) Plaintiffs are executing this Agreement, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which Plaintiffs are otherwise entitled;

(e) Plaintiffs were given at least twenty-one (21) days to consider the terms of this Agreement and consult with an attorney of Plaintiffs' choice, although Plaintiffs may sign it sooner if desired. Changes to this Agreement, whether material or immaterial, do not restart the running of the 21-day period;

(f) Plaintiffs understand that they have seven (7) days from the date of signing this Agreement to revoke the release in this paragraph by delivering notice of revocation to Katherine M. Forster at Munger, Tolles & Olson LLP, at katherine.forster@mto.com, by email before the end of the seven-day period; and

(g) Plaintiffs understand that the release in this paragraph does not apply to rights and claims that may arise after the date on which Plaintiffs sign this Agreement.

(h) This Agreement shall not become effective until the eighth (8th) day after Plaintiffs sign, without revoking, this Agreement (the "Effective Date"). No payments due to Plaintiffs under this Agreement shall be made before the Effective Date.

7. No Pending Claims and Covenant Not to Sue. Plaintiffs further covenant and agree that (a) with the exception of the Arbitration Proceeding, the Lawsuit, and the LWDA letters they submitted prior to filing the Lawsuit, they have not filed any complaints, charges or lawsuits against Defendants, or either of them, with any government agency, court, arbitration

service, or other tribunal; (b) with the exception of the Lawsuit, they will not sue or bring any action or cause of action, including by way of a third-party claim, cross-claim, or counterclaim, against any of the Pery Releasees with respect to any of the claims released in Paragraph 4; (c) with the exception of the Lawsuit, they will not initiate or participate in bringing or pursuing any class, collective, private attorney general, or other representative action against any of the Pery Releasees with respect to any of the claims released in Paragraph 4; (d) if included in any such class, collective, private attorney general, or other representative action as a putative class member, absent party or unnamed litigant, they will use their best efforts to withdraw or be dismissed or excluded therefrom; and (e) they will not assist any third party in initiating or pursuing a class, collective, private attorney general, or other representative action in respect of any of the claims released in Paragraph 4. Plaintiffs understand and agree that their covenant not to pursue any individual or representative litigation against Defendants (other than the Lawsuit) is material consideration to Defendants, and that should they breach this covenant, Defendants would be entitled to recover damages. Nothing herein shall preclude Plaintiffs from complying with a lawful order by a court or other tribunal with jurisdiction or responding to a duly issued subpoena.

8. No Assignments. The Parties warrant and represent that they have not assigned, or in any way conveyed, all or any portion of the claims or rights released by this Agreement.

9. No Prevailing Party, No Admission of Liability, and No Additional Payments. This Agreement affects the settlement of disputes which are denied and contested in good faith and nothing contained herein should be construed as an admission by any party of any liability of any kind with respect thereto. All such liability is expressly denied. Each party acknowledges that it is not a prevailing party for any purpose. Except as otherwise provided in this Agreement

and for the Settlement Payment, Plaintiffs represent and acknowledge that they have no legal or equitable claim to any additional compensation of any kind, including without limitation, their costs and fees in this Litigation, as a result of their relationship with Pery Consulting Group beyond the compensation that has already been paid to them. Plaintiffs further agree that their counsel has no independent right to recover any additional costs or fees beyond those that may be included in the Settlement Payment in Paragraph 1 of this Agreement. Except as otherwise provided in this Agreement and for the Settlement Payment, Plaintiffs further represent and acknowledge that they have been paid all compensation of any kind owed to them, including any payment owed as a result of Plaintiffs' employment with Pery Consulting Group. Plaintiffs further agree that the Pery Releasees shall have no responsibility for the allocation of the Settlement Payment paid to Plaintiffs pursuant to Paragraph 1 of this Agreement other than as set forth in Paragraph 1.

10. Consultation With Counsel. The Parties each represent and warrant that they have been advised to and have discussed this Agreement with their own counsel, that they have carefully read and fully understand all of the provisions of this Agreement, and that they are entering into this Agreement knowingly and voluntarily.

11. Confidentiality. The Parties agree to keep the existence of this Agreement and its terms confidential, except that they may disclose it to their spouses, financial advisors, tax preparers, attorneys, lenders, insurers, and otherwise as needed for internal business purposes. Plaintiffs and their counsel shall not publicize or disclose the settlement and its terms, including but not limited to publicizing the settlement on their websites, in advertising/marketing materials or on social media, other than filing documents with the Court, with the exception that Plaintiffs' counsel shall be permitted to publicize and market the amount of the settlement along with a

general description of the case on all channels/media without identifying or making obvious the names of the Parties and in required court filings. The Parties agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If counsel for any party receives an inquiry about the settlement from the media, that Party may respond only after the motion for approval of the PAGA Settlement has been filed and only by stating “the matter has been resolved.” Defendants shall not discuss externally the circumstances related to Plaintiffs engagement or employment with, or separation from, PCG; provided, however, that to the extent that there are any inquiries from prospective employers about Plaintiffs’ engagement or employment, Defendants will respond by disclosing only the dates Plaintiffs worked with PCG, their last title, and their last rate of pay. Defendants shall instruct any internal personnel with whom the circumstances related to Plaintiffs’ engagement or employment with, or separation from, PCG is discussed to maintain that information in confidence. Nothing in this provision shall prevent the Parties from making any required disclosure under law. The Parties acknowledge that confidentiality is a material part of this Agreement and recognize that violation of this confidentiality provision will result in substantial and irreparable damage. The Parties therefore expressly agree that, in the event that they breach this confidentiality provision, the non-breaching Parties may bring an action for damages. The Parties further agree that because such damages are and would be difficult to measure, the Parties agree to the following provision as liquidated damages, and not as a penalty: If any Party commits a breach of this Agreement by making an unauthorized disclosure of the terms of this settlement to a third party, the disclosing Party may be subject to liquidated damages in the amount of \$5,000.00 per proven breach, appropriate injunctive relief if applicable, and all attorneys’ fees and costs incurred in the successful prosecution of the action for breach.

12. Non-Disparagement. Plaintiffs agree that they will not make or cause to be made any statements that disparage or damage the reputation of Defendants or any associated or affiliated entities. In the event such a disparaging communication is made to anyone, including but not limited to the media, public interest groups, publishing companies, and/or through internet posting, it will be considered a material breach of the terms of this Agreement. Defendants agree that they will not make or cause to be made any statements that disparage or damage the reputation of Plaintiffs or any associated or affiliated entities. In the event such a disparaging communication is made to anyone, including but not limited to the media, public interest groups, publishing companies, and/or through internet posting, it will be considered a material breach of the terms of this Agreement.

13. Permitted Disclosure of Factual Information. Nothing in Paragraphs 11 or 12, or otherwise in this Agreement, prevents Plaintiffs from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Tellez and Ruiz-Leon have reason to believe is unlawful.

14. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Any original action or claim concerning the enforcement or application of this Agreement shall be resolved pursuant to the terms of any arbitration agreements between Plaintiff(s) and Pery Consulting Group.

15. Jurisdiction. The Court where the Lawsuit is currently filed and Arbitrator Amy Semmel, Esq., shall retain continuing jurisdiction over the case to ensure the continuing implementation of the provisions of this Agreement.

16. Integration. This Agreement, together with any arbitration agreements between Plaintiff(s) and Pery Consulting Group, which are incorporated herein by reference, and the

MOU previously executed between the Parties, which will remain in full force and effect, is the only, sole, entire and complete agreement of the Parties relating in any way to the subject matter hereof. For the avoidance of doubt, the provisions of the MOU as to jurisdiction to enforce this Agreement control. No statements, promises or representations have been made by any party to any other, or relied upon, and no consideration has been offered, promised, expected or held out other than as may be expressly provided herein. No party is relying on any representations, warranties, undertakings, agreements, or understandings except as expressly set forth in this Agreement. In the negotiation and execution of this Agreement, each party has been represented by counsel of his or its own selection.

17. Interpretation. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party. No party shall be deemed the drafter of this Agreement. The Parties acknowledge that the terms of the Agreement are contractual and are the product of negotiations between the Parties and their counsel. In any construction to be made of the Agreement, the Agreement shall not be construed against any party and the canon of contract interpretation set forth in California Civil Code section 1654 shall not be applied.

18. Counterparts and Signature. This Agreement may be executed and delivered in two or more counterparts, each of which when so executed and delivered shall be the original, but such counterparts together shall constitute but one and the same instrument. A scanned or facsimile signature (transmitted electronically or by facsimile), or a signature via DocuSign or Adobe Sign, shall have the same effect as an original signature and may be accepted as the equivalent of an original signature.

19. Severability. In the event that any provision of this Agreement (except for Paragraph 4) shall be held void, voidable or unenforceable, the remaining provisions hereof shall remain in full force and effect.

20. No Third Party Beneficiaries. No third party beneficiaries are created or intended to be created by the provisions of this Agreement except as to those third parties specifically referred to herein, and any such intention is expressly disclaimed by the parties.

21. Authority to Execute. Each party represents and warrants to the other parties that the signatories to the Agreement are competent and have been duly authorized to execute the Agreement on behalf of the entities or individuals identified below.

22. Enforcement. This Agreement is fully enforceable under Code of Civil Procedure section 664.6.

23. No Implied Waiver. No claim or right arising out of a breach or default under this Agreement can be discharged by a waiver of that claim or right unless the waiver is in writing signed by the Party hereto to be bound by such waiver. The waiver of any provision or term of this Agreement shall not be deemed a waiver of any other term or provision, except where expressly agreed to by the parties in writing.

24. Cooperation. The parties agree to do all things necessary, and to execute all further documents necessary and appropriate, to carry out and effectuate the terms and purposes of this Agreement.

25. Attorneys' Fees. If any legal action or other proceeding is brought to enforce the provisions of this Agreement, the prevailing Party will be entitled to recover its reasonable costs, including, without limitation, attorneys' fees, court/arbitration costs, witness and expert fees and

other costs incurred in the action or proceeding (including any appeals and retrials), in addition to any other relief which the prevailing Party may be entitled.

PLEASE READ THIS AGREEMENT AND CAREFULLY CONSIDER ALL OF ITS PROVISIONS BEFORE SIGNING IT. THIS AGREEMENT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS, INCLUDING CLAIMS UNDER THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT AND OTHER STATE AND LOCAL LAWS PROHIBITING DISCRIMINATION IN EMPLOYMENT, TO THE EXTENT PERMITTED BY LAW.

READ AND AGREED TO:

DATED: 3/31/2023, 2023

DocuSigned by:
Alexander Tellez
Alexander Tellez
Plaintiff, as an individual

DATED: 3/31/2023, 2023

DocuSigned by:
Luis Ruiz-Leon
Luis Ruiz-Leon
Plaintiff, as an individual

DATED: _____, 2023

Rafe Pery
Chief Executive Officer on behalf of
Pery Consulting Group, LLC, and
Rafe Pery, as an individual

THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT AND KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

DATED: _____, 2023

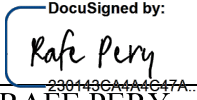
ALEXANDER TELLEZ,
as PAGA Representative

DATED: _____, 2023

LUIS RUIZ-LEON,
As PAGA Representative

DATED: 3/31/2023, 2023

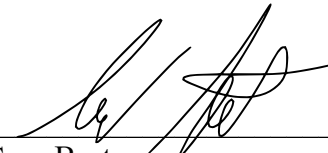
PERY CONSULTING GROUP, LLC. AND RAFA
PERY

By: 

RAFA PERY
Chief Executive Officer

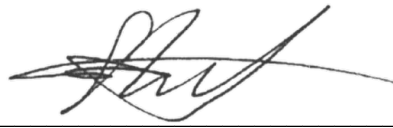
APPROVED AS TO FORM ONLY:

DATED: March 31, 2023



Gary Brotman
Marquee Law Group A.P.C.
Counsel for Plaintiffs Alexander
Tellez and Luis Ruiz-Leon

DATED: March 31, 2023



Katherine M. Forster
Munger, Tolles & Olson LLP
Counsel for Rafe Pery and Pery
Consulting Group, LLC