

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**

This Confidential Settlement Agreement and General Release of All Claims ("Settlement Agreement") is entered into by and between Rafael Anne Tandoc ("Plaintiff") and Luxe Homecare, Inc. ("Defendant"). The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendant or both, as may be appropriate.

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

(a) Plaintiff worked for Defendant as a Caregiver from April 4, 2020 to October 3, 2021;

(b) On November 5, 2021, Plaintiff, through her counsel, Melmed Law Group, P.C., required copies of her payroll and personnel records pursuant to Sections 226 and 1198.5 of the California Labor Code.

(c) On November 26, 2021, Defendant provided copies of Plaintiff's tie and payroll records.

(d) On November 29, 2021, , Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA") to notify the LWDA pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA") of Plaintiff's intent to seek civil penalties under PAGA for alleged violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804 and Wage Order Number 5 ("PAGA Notice");

(e) In December, 2021, Plaintiff filed a Complaint against Defendant alleging class and representative action claims. In the Complaint, Plaintiff alleged eight causes of action against Defendant: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Compliant Rest Periods and/or Pay Missed Rest Break Premiums; (4) Failure to Provide Compliant Meal Periods and Pay Missed Meal Period Premiums; (5) Failure to Maintain Accurate Employment Records; (6) Failure to Pay Wages Timely during Employment; (7) Failure to Pay All Wages Earned and Unpaid at Separation (8) Failure to Indemnify All Necessary Business Expenditures; (9) Failure to Furnish Accurate Itemized Wage Statements and (10) Violations of California's Unfair Competition Law (the "Lawsuit").

(f) Before Defendant had any obligation to answer or otherwise appear in the Lawsuit, the Parties' counsel discussed the case, the facts and the law at length, and ultimately the Parties decided to settle this case on an individual basis, and dismiss it without prejudice as to the alleged Class and PAGA members.

2. **No admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall

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be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. Consideration/Indemnification for Tax Consequences.

(a) In consideration for signing this Settlement Agreement and complying with its terms, within 14 business days after she dismisses the Lawsuit with prejudice as to her individual claims, and without prejudice as to the alleged Class and PAGA members, Defendant shall pay Plaintiff the total gross sum of EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$8,000.00) ("Total Settlement Amount"), which will be paid on behalf of Defendant as follows:

(1) as compensation for alleged lost wages, the gross sum of ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00), less lawful deductions, made payable to "Rafel Tandoc" said amount to be reported by Defendant on an IRS Form W-2 as appropriate;

(2) as compensation for all alleged injuries and related compensatory damages and other related costs, penalties, and interest, the sum of THREE THOUSAND SEVENTY DOLLARS AND ELEVEN CENTS, (\$3,070.11), made payable to "Rafel Tandoc," said amount to be reported on an IRS Form 1099 as appropriate; and

(3) as compensation for alleged attorneys' fees and costs, the sum of THREE THOUSAND NINE HUNDRED TWENTY-NINE DOLLARS AND EIGHTY-NINE CENTS (\$3,929.89) made payable to "Melmed Law Group, P.C. Client Trust Account," said amount to be reported on IRS Form 1099's as appropriate;

(b) Plaintiff will file a request for dismissal with the Court requesting dismissal of the action with prejudice as to herself and without prejudice as to the alleged Class and PAGA members.

(c) Plaintiff agrees to indemnify and hold the Released Parties harmless for the amount of any taxes, penalties, or interest that may be assessed by any governmental tax authority against any of the Released Parties in connection with such governmental authority's determination that Defendant was required to, but failed to, withhold or report the correct amount of income or employment taxes from the payments made to Plaintiff or Melmed Law Group ("Plaintiff's Counsel") pursuant to Section 3(a) of this Settlement Agreement. Plaintiff agrees that Plaintiff shall indemnify the Released Parties for the full amount of such liability within thirty (30) days after receipt of notice from Defendant of the assessment of such taxes, penalties, or interest.

4. No Consideration Absent Execution of this Agreement. Plaintiff understands and agrees that Plaintiff would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of this Settlement Agreement and the fulfillment of the promises contained herein.

5. Disbursal of Settlement Funds/Dismissal of Action.

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(a) Within thirty (30) calendar days from the date Jackson Lewis P.C. ("Defendant's Counsel") receives all of the following: (i) the Settlement Agreement bearing the dates and signatures of Plaintiff and Plaintiff's Counsel; (ii) an original fully-executed Request for Dismissal with prejudice of the individual claim and without prejudice as to the alleged Class and PAGA members; (iii) an updated Employee's Withholding Allowance Certificate (IRS Form W-4) for Plaintiff; (iv) fully-executed Requests for the Taxpayer Identification Number and Certification (IRS Form W-9) for both Plaintiff and Plaintiff's Counsel; Defendant, through Defendant's Counsel, shall send the settlement sums within seven (7) days after a notice of entry of dismissal is entered; to Plaintiff's Counsel as described more fully in Section 3(a) above. If the date by which the payment described more fully herein is to be made available to Plaintiff's Counsel falls on a Saturday, Sunday, or legal holiday in the State of California, then the date said payment shall be made available to Plaintiff's Counsel shall be the next following day which is not a Saturday, Sunday, or legal holiday in the State of California. Under no circumstances shall the settlement funds be due unless and until the Parties are assured that there is no approval or further action required by the parties or the Court.

(b) Plaintiff acknowledges that, as a result of the COVID-19 pandemic, many businesses are experiencing unanticipated and unprecedented challenges. Plaintiff agrees that, if Defendant is unable to pay the settlement amounts within the defined timeframe due to exigent circumstances caused by the COVID-19 pandemic, the deadline to make such payments shall be extended for up to sixty additional calendar days. Defendant will make a good faith effort to make all payments in compliance with the original deadline. Defendant's Counsel will notify Plaintiff's Counsel if circumstances prevent timely payment pursuant to Section 3(a) above.

(c) Plaintiff affirms that any delays in, or modifications to, the settlement payments due to exigent circumstances caused by the COVID-19 pandemic do not constitute a violation of this Settlement Agreement, and do not alter any of the other terms, conditions, or obligations set forth in this Settlement Agreement.

(d) Defendant's Counsel shall maintain custody of the original fully-executed Request for Dismissal of the Action. Defendant's Counsel agrees not to file the Request for Dismissal until confirmation of Plaintiff's Counsel's receipt of the settlement sums set forth in Section 3(a) above. Thereafter, Defendant's Counsel shall have the authority to immediately file the Request for Dismissal with the Court. No Party shall claim to be the prevailing party in the Action.

6. Release of Claims by Plaintiffs.

(a) Plaintiff, individually and on behalf of Plaintiff's heirs, executors, administrators, representatives, attorneys, successors, and assigns knowingly and voluntarily releases and forever discharges Defendant and each of its parent corporations, affiliates, subsidiaries, divisions, predecessors, insurers, successors, and assigns, and their current and former employees, attorneys, officers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs (collectively, the "Released Parties"), to the

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full extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this Settlement Agreement including, but not limited to, any alleged violation of:

- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Employee Retirement Income Security Act of 1974 ("ERISA") (as modified below);
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967 ("ADEA");
- The Workers Adjustment and Retraining Notification Act;
- The Occupational Safety and Health Act;
- The Sarbanes-Oxley Act of 2002;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- California Family Rights Act – Cal. Gov't Code § 12945.2;
- California Fair Employment and Housing Act – Cal. Gov't Code § 12900 et seq.;
- California Unruh Civil Rights Act – Cal. Civ. Code § 51 et seq.;
- Statutory Provisions Regarding the Confidentiality of AIDS Information – Cal. Health & Safety Code § 120775 et seq.;
- California Confidentiality of Medical Information Act – Cal. Civ. Code § 56 et seq.;
- California Parental Leave Law – Cal. Lab. Code § 230.7 et seq.;
- California Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394;

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- The California Occupational Safety and Health Act, as amended, and any applicable regulations thereunder;
- The California Consumer Credit Reporting Agencies Act – Cal. Civ. Code § 1785 et seq.
- California Investigative Consumer Reporting Agencies Act – Cal. Civ. Code § 1786 et seq.;
- Those provisions of the California Labor Code that lawfully may be released;
- Any other federal, state or local civil or human rights law or any other federal, state or local law, regulation or ordinance;
- Any public policy, contract, tort or common law; or
- Any basis for recovering costs, fees or other expenses including attorneys' fees incurred in these matters.

(b) **Government Agencies.** Nothing in this Settlement Agreement prohibits or prevents Plaintiff from filing a charge with or participating, testifying, or assisting in any investigation, hearing, action, or other proceeding before any federal, state, or local government agency (*e.g.*, EEOC, DFEH, NLRB, SEC, *etc.*), nor does anything in this Settlement Agreement preclude, prohibit, or otherwise limit, in any way, Plaintiff's rights and abilities to contact, communicate with, report matters to, or otherwise participate in any whistleblower program administered by any such agencies. Moreover, nothing in this Settlement Agreement prohibits or prevents Plaintiff from testifying in any administrative, legislative, or judicial proceeding concerning alleged criminal conduct or sexual harassment on the part of Defendant or any agents or employees of Defendant, when the Plaintiff has been required or requested to attend the proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the Legislature. However, to the maximum extent permitted by law and expressly excluding Plaintiff's participation in any federal whistleblower programs, Plaintiff agrees that if such an administrative claim is made, Plaintiff shall not be entitled to recover any individual monetary relief or other individual remedies. This release does not release PAGA claims of other alleged aggrieved employees.

7. **Waiver of California Civil Code section 1542.** To effect a full and complete general release as described above, Plaintiff expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states 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

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**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 to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Settlement Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

8. Limited Disclosure.

(a) Plaintiff agrees that Plaintiff will not publicize or disclose or cause or knowingly permit or authorize the publicizing or disclosure of the fact of this Settlement Agreement, the contents of this Settlement Agreement, including the amount paid in settlement, or of the negotiations leading up to this Settlement Agreement, or of the basis for any claims or allegations which were or could have been made against the Released Parties which concern and are within the scope of this Settlement Agreement (hereafter collectively referred to as "Confidential Information") to any person, firm, organization, or entity of any and every type, public or private, for any reason, at any time, without the prior written consent of Defendant unless otherwise compelled by operation of law. The Parties acknowledge their intention that the provisions of this Section create no liability for disclosures made: (i) prior to Plaintiff's execution of this Settlement Agreement; (ii) by persons from public information released prior to Plaintiff's execution of this Settlement Agreement; (iii) to enforce the terms of this Settlement Agreement; or (iv) as otherwise compelled by operation of law. Plaintiff and Plaintiff's Counsel further acknowledge that no disclosures shall be made to any publication or reporting service regarding settlements and verdicts.

(b) The foregoing notwithstanding, Plaintiff and Plaintiff's Counsel acknowledge the confidentiality provisions of this Section constitute a material inducement to Defendant to enter into this Settlement Agreement and represent that they have not directly or indirectly disclosed any Confidential Information to any third-party prior to Plaintiff's execution of this Settlement Agreement.

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(c) Plaintiff is permitted to disclose Confidential Information to Plaintiff's spouse, tax advisors, and attorneys with whom Plaintiff chooses to consult regarding Plaintiff's consideration of this Settlement Agreement. However, each such person to whom Plaintiff discloses Confidential Information shall be bound to the confidentiality provisions hereof and any disclosure of Confidential Information by any such person so informed shall constitute a breach by Plaintiff this Section. Plaintiff also is permitted to disclose Confidential Information to any federal, state, or local government agency. In response to inquiries from third-parties concerning the status of this dispute or which would require the disclosure of Confidential Information, Plaintiff and Plaintiff's Counsel only will state that the dispute has been resolved and that they cannot talk about it.

(d) It is agreed that in the event of a breach of the provisions of this Section by Plaintiff, it would be impractical or extremely difficult to fix actual damages to Defendant. Therefore, Plaintiff agrees that in the event of such a breach, Plaintiff shall pay to Defendant, as liquidated damages, and not as penalty, the sum of TWENTY-FIVE HUNDRED DOLLARS AND NO CENTS (\$2,500.00) per breach, which represents reasonable compensation to Defendant for the loss incurred because of such a breach.

9. Acknowledgements and Affirmations.

(a) Employee affirms that Employee has not filed or caused to be filed any claim, complaint or action against any of the Released Parties in any forum or form and that Employee presently is not a party to any claim, complaint or action against any of the Released Parties in any forum or form.

(b) Employee further affirms that Employee has been paid or has received all compensation, wages, bonuses, commissions and benefits which are due and payable as of the date of execution of this Agreement.

(c) Employee also affirms that Employee has no known workplace injuries or occupational diseases and that Employee has been granted or has not been denied any leave to which Employee was entitled under the Family and Medical Leave Act, the California Family Rights Act or disability accommodation laws.

(d) Employee further affirms that Employee has not been retaliated against for reporting any allegations of wrongdoing by Employer or any of its officers, directors or employees including, but not limited to, allegations of corporate fraud.

(e) Employee affirms that all of Employer's decisions regarding Employee's pay and benefits through the date of Employee's execution of this Agreement were not discriminatory based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, medical condition, age, pregnancy, denial of medical and family care leave, pregnancy disability leave or any other classification protected by law.

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10. **Job References.** Plaintiff shall direct all individuals inquiring about Plaintiff's employment with Defendant to Defendant's Human Resources Department, which will follow Defendant's policy by responding with only Plaintiff's last position and dates of employment, except that this provision shall not apply to any request from a prospective employer who provides a release signed by Plaintiff pursuant to the Fair Credit Reporting Act or any state counterpart.

11. **No Transfer/Assignment of Claims.** Plaintiff warrants and represents that Plaintiff 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 Settlement Agreement. Plaintiff and Plaintiff's Counsel agree that they solely are responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold the Released Parties harmless against any liens, damages, penalties, fines, fees, assessments, taxes, or attorneys' fees that may be imposed against or incurred by any of the Released Parties as a result of the actions of any lien holder or any lien claimant or any taxing authority or any court in relation to any interest which any third-party may have in any claim which Plaintiff is releasing under this Settlement Agreement or any interest in any of the proceeds paid to Plaintiff or Plaintiff's Counsel under this Settlement Agreement.

12. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California provided, however, that parol evidence shall not be admissible to alter, vary, or supplement the term of this Settlement Agreement. Should any provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party may institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. However, the Party instituting such an action must take steps to file this Settlement Agreement or any documents setting forth the terms of this Settlement Agreement with the court under seal. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing party in that action shall be entitled to recover reasonable attorney's fees.

13. **Amendment.** This Settlement Agreement may not be modified, altered, or changed except in writing and signed by both Parties wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

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14. Miscellaneous.

(a) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(b) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions hereof.

(c) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity, or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly.

(d) If Plaintiff or Defendant fails to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

15. Entire Agreement. This Settlement Agreement sets forth the entire agreement between the Parties, and fully supersedes any prior agreements or understandings between the Parties. Plaintiff acknowledges that Plaintiff has not relied on any representations, promises, or agreements of any kind made to Plaintiff in connection with Plaintiff's decision to accept this Settlement Agreement, except for those set forth in this Settlement Agreement.

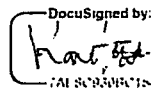
16. No Attorney Advertising. By signing the below, Plaintiff's Counsel agrees that their law firms will not specifically refer to this case, this settlement, or the names of Released Parties on their website, on any social media platform, in any advertising or promotional material of any kind, or in any other written or electronic communications of any kind or nature.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH IN SECTION 3(a) ABOVE, PLAINTIFF FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS SETTLEMENT AGREEMENT INTENDING TO WAIVE, SETTLE, AND RELEASE ALL CLAIMS PLAINTIFF HAS OR MIGHT HAVE AGAINST THE RELEASED PARTIES AS OF THE DATE OF EXECUTION OF THIS SETTLEMENT AGREEMENT.

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

Executed on 4/5/2022, 2022

DocuSigned by:

RAFEL ANNE TANDOC

RAFEL ANNE TANDOC

LUXE HOMECARE, INC.

Executed on April 7, 2022

By: 

BEN ADEL

Authorized Party

Approved as to form and content.

MELMED LAW GROUP, P.C.

Executed on April 6, 2022

By: 

MEGAN ROSS

Attorneys for Plaintiff
RAFEL ANNE TANDOC

JACKSON LEWIS P.C.

Executed on _____, 2022

By: _____

ELIZABETH MURPHY

Attorneys for Defendant
LUXE HOMECARE, LLC

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