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Attorney for Plaintiff
JESSICA SCIMECA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JESSICA SCIMECA, an individual,
Plaintiff,

v.

MOHAJER LAW FIRM, APC., and
DOES 1 through 10, inclusive,
Defendants.

Case No.: 22STCV15393
Assigned to: Hon. Lia Martin, Dept. 16

**DECLARATION OF CORBETT H.
WILLIAMS IN SUPPORT OF JOINT
STIPULATION REQUESTING APPROVAL
OF PRIVATE ATTORNEY GENERAL ACT
SETTLEMENT (LABOR CODE 2698 ET
SEQ.)**

Complaint Filed: May 9, 2022
Trial Date: None Set

DECLARATION OF CORBETT H. WILLIAMS

I, Corbett H. Williams, declare as follows:

1. I am an attorney at law, duly licensed and admitted to practice law in all the state and federal courts of the State of California, and I am the principal of the Law Offices of Corbett H. Williams, counsel of record for Plaintiff Jessica Scimeca (“Plaintiff”) in the instant lawsuit against Defendant Mohajer Law Firm, APC. (“Defendant”). I have personal knowledge of the facts set forth herein or knowledge of such facts based upon my review of the files and records of my office kept in the ordinary course of representing Plaintiff. If called to testify, I could and would testify thereto.

2. This declaration is submitted in support of the Parties’ Joint Stipulation Requesting Approval of Private Attorney General Act Settlement, Labor Code 2698 et seq. (“PAGA”)

3. On January 6, 2022, my office filed a notice of claim on behalf of Plaintiff with the California Labor Workforce Development Agency (“LWDA”) alleging that Defendant had willfully misclassified Plaintiff as an independent contractor, together with various other “aggrieved employees.” As required under the PAGA, I tendered the filing fee of \$75.00 and sent a copy of the notice to Defendant at its business address via certified U.S. Mail.

4. Shortly after filing the notice, I received communications from attorney John Rubiner expressing Defendant’s desire to resolve the matter. Over the next several weeks, the parties exchanged information on an informal basis regarding their legal and factual contentions. Defendant also provided, on a confidential basis, the names of individuals it had employed in its offices during the period beginning January 6, 2021.

5. In total, Defendant identified four (4) persons, including Plaintiff, who provided services for Defendant in its offices in connection with Mr. Mohajer-Jasbi law practice during the relevant period.

6. In addition, Defendant provided information concerning the nature and extent of attorney Sina Mohajer-Jasbi’s legal practice, including that it is a single-attorney family law practice based in Arcadia, California and that Defendant would be unable to pay a substantial civil penalty, plus attorney’s fees and costs without extreme financial hardship.

7. The parties agreed to settle Plaintiff's PAGA and individual claims and seek court approval of the PAGA portion of the settlement. Following extensive negotiations, the parties agreed to settle Plaintiff's PAGA claim for \$15,000. The relevant language from the Settlement Agreements provides that "\$15,000 will be allocated to the PAGA claims ("PAGA Settlement Amount")." The agreement further provides that "Of the total PAGA Settlement Amount (\$15,000), Employer shall pay 75% to the LWDA and 25% to the Aggrieved Employees within 6 months following the Court's granting the parties' Request for Approval."

8. There are four (4) persons, including Plaintiff, who provided services for Defendant in its offices in connection with Mr. Mohajer-Jasbi law practice during the relevant period from January 6, 2021 through the anticipated date of approval of the instant request to approve the settlement who could be qualified "aggrieved employees" for purposes of the PAGA claim. Thus, if the PAGA settlement is approved, four (4) persons, including Plaintiff, will receive an equal share of 25% of the PAGA Settlement Amount.

9. All attorney's fees and costs, including those associated with the PAGA claim, will be paid out of the remainder of the aggregate settlement amount, equal to \$35,000 allocated to Plaintiff's individual claims. A true and correct copy of the fully executed settlement agreement is attached hereto as **Exhibit A**.

10. On May 9, 2022, Plaintiff filed a complaint alleging three causes of action: (1) Civil Penalties under the PAGA, (2) Retaliation in Violation of Labor Code Section 1102.5 and (3) Termination in Violation of Public Policy. The Complaint alleges that Defendants willfully misclassified Plaintiff and other individuals and engaged in a pattern and practice of willful misclassification. The complaint further alleges that Defendant terminated Plaintiff's employment in retaliation for complaints she made about being classified as an independent contractor. A copy of the complaint has been submitted to the LWDA through its online PAGA portal.

11. Defendant vigorously denies these allegations and contends that Plaintiff and the other "aggrieved employees" were properly classified and that even if misclassification occurred, it

1 was not “willful” within the meaning of Labor Code 226.8(a). Defendant further denies Plaintiff’s
2 allegations that she was wrongfully terminated.

3 12. I believe that the PAGA Settlement Amount is fair, adequate and reasonable under
4 the facts and circumstances of this case. The PAGA Settlement Amount is sufficient to serve the
5 policy rationale underlying PAGA and clearly in line with (and indeed exceeds) other PAGA awards.
6 Here the Settlement Agreement provides for a total PAGA settlement of \$15,000 relative to just four
7 (4) individuals. That amounts to a penalty of \$3,750 per person.

8 13. Under Labor Code Section 226.8 subdivision (b), if the court were to find, after trial,
9 that Defendant had engaged in “willful” misclassification, it could assess a civil penalty of between
10 \$5,000 and \$15,000 per violation. Further, under subdivision (c) of the same Section, upon a finding
11 that such willful misclassification was part of a “pattern or practice,” it could impose a civil penalty
12 of between \$10,000 and \$25,000 per violation.

13 14. Notwithstanding the maximum civil penalty available under the PAGA, there is
14 substantial risk that the Court could find that even if Plaintiff and the other alleged aggrieved
15 employees were misclassified, there was no “willful” violation of the law. Further, even if a finding
16 of willfulness is made, it is likely that the Court would dramatically reduce the penalty prescribed
17 under the PAGA. The PAGA explicitly authorizes a court to assess a PAGA penalty that is in the
18 interests of justice rather than the default penalty amounts set forth above. *See* Labor Code Section
19 2699, subdivision (e)(2) (“In any action by an aggrieved employee seeking recovery of a civil
20 penalty available under subdivision (a) or (f), a court may award a lesser amount than the maximum
21 civil penalty amount specified by this part if, based on the facts and circumstances of the particular
22 case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or
23 confiscatory”).

24 15. Given size of Defendant’s solo family law practice and its financial condition,
25 Plaintiff’s counsel perceives substantial risk that if the Court were to find willful misclassification
26 or a pattern or practice of willful misclassification, the amount of any civil penalty imposed will be
27 substantially reduced as provided by Labor Code Section 2699, subdivision (e)(2).

1 16. Based on my experience with similar settlements and familiarity with available case
2 law, the PAGA Settlement Amount easily meets, and indeed exceeds, what courts have found to be
3 fair and adequate. For example, in *Schiller v. David's Bridal, Inc.*, 2012 U.S. Dist. LEXIS 80776
4 (E.D. Cal. June 11, 2012), the Court approved a \$10,000 PAGA settlement in a case involving 3,327
5 class members. In *Chu v. Wells Fargo Investments, LLC*, 2011 U.S. Dist. LEXIS 15821 (N.D. Cal.
6 Feb. 16, 2011), the Court approved a \$10,000 PAGA settlement in a case involving 2,752 class
7 members. Even looking at is from the pay period perspective, this is clearly a generous PAGA
8 settlement for 16 employees. *See Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018),
9 (approving PAGA recovery which provided for \$5.00 per pay period penalty); *Enombang v. Target*,
10 *Alameda Superior Court*, Case No. RG17853948, (approving a PAGA settlement that was a net
11 \$2.60 penalty per pay period); *Ramos v. Home Depot*, Alameda Superior Court, Case No.
12 RG15797737, (approved a PAGA settlement of \$4.00 penalty per pay period); *Pickett v. 99 Cent*
13 *Only Stores*, Los Angeles County Superior Court, Case No. BC473038, (approved a PAGA
14 settlement of \$.81 cents per pay period).

15 17. I have been practicing law since 2006 and have extensive experience prosecuting
16 representative PAGA and class action wage and hour matters. Mr. Rubiner is also a highly
17 experienced litigator. Mr. Rubiner is a Partner with Freeman Mathis & Gary and is chair of the firm's
18 Southern California Employment team, consisting of more than a dozen employment attorneys.

19 18. The settlement in this case is the result of extensive arms-length negotiations between
20 sophisticated and experienced counsel. The parties have considered the applicable law and have
21 exchanged information on an informal, confidential basis necessary to evaluate the available claims
22 and defenses.

23 19. In my view, after considering the sharply disputed factual and legal issues involved
24 in this case, the risks attending further prosecution, the informal discovery conducted to date, and
25 the substantial benefits received and to be received from the settlement of the claims, the settlement
26 of the PAGA claim on the terms set forth in the Settlement Agreement is in the best interest of all
27 interested parties and beneficiaries.

1 20. A copy of the parties' stipulation, together with an executed copy of this declaration
2 has been provided to the LWDA through its online PAGA portal.

3 Executed this 23 day of September 2022, in Laguna Hills, California.

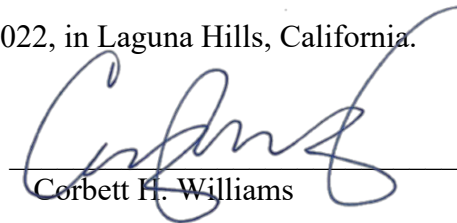
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EXHIBIT A

SETTLEMENT AND RELEASE AGREEMENT

This SETTLEMENT AND RELEASE AGREEMENT (the “Agreement”) is voluntarily entered into by and between **Jessica Scimeca** (“Employee” or “Plaintiff”), on the one hand, and **Mohajer Law Firm, APC** (“Employer” or “Defendant”), on the other hand. Employee and Employer are collectively referred to herein as the “Parties” and each of the Parties is a “Party.”

RECITALS

This Agreement is made with respect to the following facts:

A. WHEREAS, on or about May 9, 2022, Employee filed a lawsuit against Employer in the Los Angeles County Superior Court, Case No. 22STCV15393, alleging claims against Employer for (1) Civil Penalties Under the Private Attorneys General Act of 2004 (“PAGA”); (2) Retaliation in Violation of California Labor Code Section 1102.5; and (3) Termination in Violation of Public Policy. The above-referenced case brought by Employee is referred to hereinafter as the “Lawsuit.”

B. WHEREAS, Employer denies any and all wrongdoing and/or liability as alleged in the Lawsuit, and further denies any wrongdoing against and/or liability to Employee related to Employee’s employment with Employer. Nevertheless, the Parties have agreed that it is in their respective best interests to resolve all claims given the inherent risks of litigation and the desire to part ways amicably.

C. WHEREAS, except as expressly set forth herein, and without any admission of wrongdoing or liability by Employer, the Parties now wish to resolve any and all disputes and potential liabilities of Employer and its constituents to Employee; to compromise, settle and release any claims and potential claims by Employee against Employer and its constituents to the extent the law permits such matters to be resolved by this Agreement, including but not limited to, all claims alleged in or related to the Lawsuit; and to document herein the settlement between the Parties. The Parties acknowledge that they have been given time to consider this Agreement and are entering into it voluntarily and for the purpose of resolving any and all claims.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the facts, mutual covenants, and terms and conditions set forth herein, the Parties hereto mutually covenant, declare and agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The above Recitals are incorporated herein.
2. **Joint Stipulation / Motion for Judicial Approval.** After this Agreement is fully executed, the Parties will file a joint stipulation or joint motion seeking approval of this Agreement with the Superior Court of California for the County of Los Angeles (the “Court”) together with a proposed order dismissing this action as set forth below (“Request for Approval”).

3. Consideration. In consideration of the terms and conditions set forth in this Agreement, the dismissal, releases, and for Employee's performance of the covenants and promises made herein, and expressly conditioned upon Court approval of this Agreement and dismissal of all claims (including the PAGA claim) as set forth in this Agreement, Employer agrees to pay the total gross sum of Fifty Thousand Dollars (\$50,000.00) (the "Settlement Sum"). Of the total gross Settlement Sum, \$35,000.00 shall be allocated to Employee's individual claims (Employee Settlement Amount) and \$15,000.00 will be allocated to the PAGA claims ("PAGA Settlement Amount"). The Employee Settlement Amount will be paid in three installments to Employee's attorneys, Law Offices of Corbett H. Williams, at 24422 Avenida de la Carlota, Suite 370, Laguna Hills, California 92653, attention Corbett H. Williams, as follows:

- (1) \$17,500.00 within 30 days following the Court's granting the parties' Request for Approval;
- (2) \$10,500.00 within 4 months following the Court's granting the parties' Request for Approval; and
- (3) \$7,000.00 within 6 months following the Court's granting the parties' Request for Approval.

The Payments shall be made by check made payable to "Law Offices of Corbett H. Williams Client Trust Account." Employee's counsel shall provide Employer a properly completed W-9 form prior to the Employee Settlement Amount being made. Court approval of this Agreement, including the PAGA Settlement Amount as well as the provision of a properly completed W-9 form, are express conditions precedent to this Agreement and the payment of the Employee Settlement Amount.

(a) Of the total PAGA Settlement Amount (\$15,000), Employer shall pay 75% to the LWDA and 25% to the Aggrieved Employees within 6 months following the Court's granting the parties' Request for Approval.

(b) Employer will add the share going to the Employees as an additional line item on their pay checks, on the soonest reasonably practicable payroll cycle (for current employees) and will mail a check to the last known address of former employees (Employee's check will be sent to his attorney). Following payment of the PAGA Settlement Amount, Employer will provide a declaration to Employee's counsel, under penalty of perjury, that the payments to the Employees have been made. To the extent that settlement amounts are not claimed or cashed by Employees, Employer will provide the unclaimed funds, in the name of each employee, to the California State Controller's Office, Unclaimed Property Division, 10600 White Rock Road, Suite 141, Rancho Cordova, CA 95670. The PAGA Amount going to each Employee, as a penalty, will be non-taxable and Employer will send appropriate 1099 forms at the applicable time to the extent required.

(c) Each Party shall bear their own attorney's fees and costs. Each party shall likewise take all reasonable steps necessary to fully resolve this matter.

4. Employee's General Release. As a material inducement to Employer to enter into this Agreement, Employee does hereby, for Employee and Employee's spouse, heirs, successors, and assigns, forever release Employer, and its members, managers, directors, officers, shareholders, partners, parents, employees, volunteers, predecessors, successors, affiliates, divisions, subsidiaries, franchises, subcontractors, assigns, agents, payroll services, staffing services, joint employers, and all their current and former employees, members, directors, officers, shareholders, partners, parents, volunteers, predecessors, successors, affiliates, divisions, subsidiaries, subcontractors, assigns, representatives, agents, attorneys, related entities, and all persons acting by, through, under, or in concert with any of them (collectively, the "Releasees"), from any and all complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, wage penalties and premium pay, and attorneys' fees and costs actually incurred) of any nature whatsoever, from the beginning of time to the date of the execution of this Agreement, known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to Employee's employment and/or work with Employer or any of the Releasees, the termination of that employment and/or work, and/or the remuneration for that employment and/or work.

Without limiting the generality of the foregoing, Employee expressly releases all claims or rights arising out of alleged harassment, failure to maintain a workplace free of harassment, retaliation, wrongful termination, intentional infliction of emotional distress and negligent infliction of emotional distress; any claims for civil rights violations; any claims relating to any breach of public policy; any claims arising from violations of any contracts, express or implied (including but not limited to any contract of employment); any covenant of good faith and fair dealing (express or implied); any tort, including negligence, fraud, negligent infliction of emotional distress, defamation, assault, and battery; any claims for wages, salary, compensation, commissions, expense reimbursement, accrued but unused vacation pay/paid time off, bonus, incentive bonus, any Company contribution to COBRA, car allowance, severance not expressly provided for in this Agreement, or incentive payment; and any federal, state, or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964, (race, color, religion, sex, and national origin discrimination or harassment, including retaliation for reporting discrimination or harassment); (2) 42 U.S.C. § 1981 (discrimination); (3) Equal Pay Act, 29 U.S.C. § 209(d)(1) (equal pay); (4) Americans with Disabilities Act, 42 U.S.C. § 12100 *et seq.* (disability discrimination); (5) Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.* (family/medical leave); (6) California Fair Employment and Housing Act, Cal. Gov't Code § 12900 *et seq.* (discrimination or harassment in employment and/or housing, including discrimination or harassment based on race, religious creed, color, national origin, ancestry, disability, marital status, sex (including pregnancy), sexual orientation, or age, including retaliation for reporting discrimination or harassment); (7) California Family Rights Act, Cal. Gov't Code § 12945.1 *et seq.* (family/medical leave); (8) Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment); (9) Sections 503 and 504 of the Rehabilitation Act of 1973 (handicap discrimination); (10) Employee Retirement Income Security Act, 29 U.S.C. § 1000 *et seq.* (employee benefits); (11) the California Labor Code and/or any Industrial Welfare Commission Wage Order; (12) the Fair Labor Standards Act; (13) claims under the Constitutions of the United States and/or the State of California.; (14) Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621

(age discrimination); and/or (15) the federal or state Worker Adjustment and Retraining Notification Act (WARN Act), 29 U.S.C. § 2101-2109 and Cal. Labor Code § 1400-1408.

The only type of claims Employee is not releasing through this Agreement is (a) the right to seek any applicable unemployment benefits, worker's compensation benefits; (b) any claim which as a matter of law cannot be waived in a private agreement of this type between an employer and employee; and (c) claims to enforce this Agreement. Nothing contained in this Agreement limits Employee's ability to file a charge, complaint, or otherwise reporting suspected violations of law with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state, or local law enforcement agency, governmental agency, or commission ("Government Agencies"). The Parties acknowledge that this Agreement does not limit Employee'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 providing documents or other information, without notice to the Company. This Agreement does not limit Employee's right to receive an award for information provided to any Government Agencies. To the extent any local, state, or federal administrative agency files any claims on any of the Employee's behalf arising out of or related to Employee's employment or work for any of the Releasees, Employee agrees, to the fullest extent permitted by law, to waive any right to any monetary or other recovery as a result of such action except as otherwise provided above.

5. Employer's General Release. In consideration of Plaintiff's release and dismissal of claims, and to the fullest extent permitted by law, Employer hereby releases, acquits, remises, and forever discharges Plaintiff and his heirs, representatives, attorneys, executors, administrators, successors, and assigns from any and all actions, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, suits, debts, demands, and benefits (including attorneys' fees and costs), of whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, of any kind or nature whatsoever, now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof, including but not limited to the claims asserted in the Lawsuit.

6. Mutual Release of Unknown Claims. Employee and Employer expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and do so understanding and acknowledging the significance of such specific waiver of 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 him or her, would have materially affected his or her settlement with the debtor or released party."

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all Parties, Employee and Employer expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all claims that Employee and Employer know of, do not know or suspect to exist in Employee's

or Employer's favor against the Releasees or any other Party, or any of them, at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claims except as otherwise provided for in this Agreement.

7. **Release from Aggrieved Employees.** Upon entry of an Order by the Court approving this Agreement, the Aggrieved Employees will release Releasees, as previously defined above, from claims that arose during the period of January 6, 2021, through the date that the Court grants the Request for Approval, arising from claims pled by Employee in the Lawsuit, or which could have been pled based on the factual allegations in the Lawsuit complaint, including for violations of Labor Code §§ 226.8, 1194, 2802, 1199, 226.7, 226.7(b), 512, 558, 201, 202, 203, 223, 226, 1174 and 1175, and 2698 *et seq.* ("PAGA Released Claims").

8. **Dismissal of Representative/PAGA Claim.** Payment of the consideration set forth in Paragraph 3 of this Agreement is expressly conditioned on dismissal of the PAGA and individual claims with prejudice. The Parties have agreed to jointly cooperate in drafting a stipulation or motion and supporting documents requesting that the Court issue an order effecting such dismissals. Should the Court refuse or fail to issue an order dismissing the PAGA and individual claims with prejudice, this Agreement shall be null and void.

9. **Dismissal of Individual Claims.** To the extent the Court does not otherwise do so, Employee shall dismiss with prejudice her individual claims within ten days of the Court approving this Agreement.

10. **Mutual Non-Disparagement.** Employee will not make any disparaging, critical or negative statements, in writing or orally, about Employer or the Releasees. Similarly, Employer will not make any disparaging, critical or negative statements, in writing or orally, about Employee. Nothing herein shall prevent either party from testifying truthfully in connection with any litigation, arbitration or administrative proceeding when compelled by subpoena, regulation, or court order to do so.

11. **Neutral Reference.** Employer shall respond to any inquiry regarding Employee or Employee's employment by providing Employee's dates of employment and last position held. Employer will state that, pursuant to company policy, which is the only information that will be released.

12. **Continuing Right to Communicate With Federal and State Agencies.** Employee understands that this Agreement does not release any claims that cannot be released as a matter of law. Employee further understands that nothing in this Agreement, including the provisions addressing Employee's agreement not to pursue any claims, is intended to limit or shall limit, prevent, impede or interfere with Employee's participation in government investigations, testifying in proceedings brought by a government agency regarding the Employer's past or future conduct, or voluntarily communicating, without prior notice to or approval by the Employer, with the government (including but not limited to, government agencies such as the Securities and Exchange Commission, Equal Employment Opportunity Commission, and the National Labor Relations Board) about a potential violation of law or regulation. Notwithstanding the above, unless otherwise prohibited by law, by signing this Agreement, Employee expressly acknowledges and agrees to release and waive Employee's right

to claim or recover, and will not accept, any form of monetary or other damages or any other form of relief from the Employer in connection with any charge, complaint, or lawsuit filed by Employee or by anyone else on Employee's behalf, for any released claims..

13. No Other Claims/Assignment of Recovery. Employee represents and warrants that Employee has not filed any complaints, accusations, charges, or lawsuits against the Releasees, or any of them, with any governmental agency or any court. Except as otherwise provided by law or this Agreement, Employee agrees that Employee will not file any claims, accusations, complaints, lawsuits, or appeals for monetary damages regarding any claims released in this Agreement against the Releasees, or any of them, with any governmental agency or court at any time hereafter, and that if any such agency or court assumes jurisdiction of any such claim, complaint, charge, lawsuit, or appeal, on behalf of Employee, then Employee will request that such agency or court withdraw from, dismiss, or otherwise close the matter. Employee further agrees that if Employee obtains any recovery from any entity regarding the matters released in this Agreement, Employee herein assigns all proceeds of such recovery to Employer and will immediately provide the funds from such recovery directly to Employer.

14. No Assignment of Claims. Employee represents and warrants that Employee has not heretofore assigned or otherwise transferred or subrogated, or purported to assign, transfer, or subrogate, to any person or entity, any claim or portion thereof or interest therein Employee may have against the Releasees, or any of them.

15. Severability. If any term, phrase, or provision of this Agreement shall be adjudged by a court to be void and unenforceable (other than the requirement for Court approval of the PAGA Settlement Amount), the same shall in no way affect:

- (a) any other provision in this Agreement; or
- (b) the validity or enforceability of the Agreement as a whole.

16. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the matters referred to herein, and supersedes any and all other agreements, understandings, or discussions, either oral or in writing, express or implied, between the Parties to the same. No other representation, promise or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed to exist, or bind any of the Parties. The Parties agree that each Party has not executed this Agreement in reliance on any such representation, promise, or agreement.

17. Binding on Successors, Heirs, and Others. This Agreement and the covenants and conditions herein shall be binding upon and inure to the administrators, executors, trustees, representatives, assignees, successors, agents and assigns of the Parties hereto.

18. Construction. Each Party to this Agreement has had the opportunity to review, comment upon and redraft this Agreement. It is agreed that no rule of construction (including California Civil Code Section 1654) shall apply against any Party or in favor of any Party. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning, not strictly for or against any of the parties hereto. The parties expressly waive the provisions of Civil Code section 1654. This Agreement is the product of arms-length negotiations and contains the terms and conditions agreed upon by the Parties. This Agreement

shall be deemed jointly negotiated and drafted and any uncertainty and ambiguity shall not be interpreted against any one Party. This Agreement is to be enforced and governed by and under the laws of the State of California.

19. Modification and Waiver. No modification or waiver of any of the provisions of this Agreement shall be valid and enforceable unless such modification or waiver is in writing and signed by the Party to be charged, and, unless otherwise stated therein, no such modification or waiver shall constitute a modification or waiver of any other provision hereof (whether or not similar) or constitute a continuing waiver.

20. Further Documents or Actions. The Parties agree to take any and all actions reasonably necessary in order to effectuate the intent, and to carry out the provisions, of this Agreement, including, but not limited to, the execution and delivery of all documents and performance of all further acts reasonably necessary for this purpose.

21. Counterparts. This Agreement may be executed in multiple counterpart facsimile, electronic, or pdf signature pages, each of which shall be deemed an original, and all of which taken together shall constitute one agreement and shall be immediately binding and enforceable upon execution.

22. Representations and Warranties. The Parties to this Agreement represent and warrant as follows:

- (a) This Agreement is a benefit to all Parties and to which neither Employee nor Employer have any pre-existing right to obtain;
- (b) This Agreement has been voluntarily and knowingly executed;
- (c) The Parties have made such investigation of the facts pertaining to this Agreement as they deem necessary;
- (d) All Parties were represented by legal counsel in negotiating this Agreement;
- (e) The terms of this Agreement are contractual and the result of negotiations;
- (f) This Agreement is not intended to waive any rights or claims that may arise after the date this Agreement is executed; and
- (g) The Parties have carefully read this Agreement and the contents hereof are known and understood by them.

23. Captions. The captions of the paragraphs of this Agreement are for convenience only and shall not be considered in resolving questions of construction and/or interpretation.

24. Authority to Execute. The Parties hereby represent to each other that no person or entity has any interest in the claims or causes of action referred to herein and that each party has the right and authority to execute this Agreement.

25. **Indemnification.** Employee is fully responsible for paying any tax liability or other amounts subject to withholding relating to the Payment and will indemnify and hold Employer harmless for any tax liability, withholding obligation, penalties or attorneys' fees incurred by Employer as a result of the Payment.

26. **Attorneys' Fees.** In the event any Party hereto brings a claim or asserts defenses seeking to enforce this Agreement, the "prevailing party" shall be entitled to recover all its reasonable attorneys' fees and costs incurred as a result of such costs of suit or as damages.

27. **Fees and Costs.** Except as provided in the preceding paragraph above, the Parties agree to bear their own costs and attorneys' fees incurred as a result of the preparation and negotiation of this Agreement.

28. **Non-Admission of Liability.** This Agreement is entered into in compromise of disputed claims. Employee acknowledges and agrees that the execution of this Agreement and the Payment hereunder are not and shall not be construed in any way as an admission of wrongdoing or liability on the part of Employer or any of the Releasees

IN WITNESS WHEREOF, the undersigned have executed this Settlement and Release Agreement and agree to be bound to this Agreement.

DATED: _____

Jessica Scimeca

DATED: 9-8-2022

Mohajer Law Firm, APC



By: Sina Mohajer-Jasbi
Title: CEO

25. Indemnification. Employee is fully responsible for paying any tax liability or other amounts subject to withholding relating to the Payment and will indemnify and hold Employer harmless for any tax liability, withholding obligation, penalties or attorneys' fees incurred by Employer as a result of the Payment.

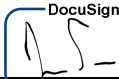
26. Attorneys' Fees. In the event any Party hereto brings a claim or asserts defenses seeking to enforce this Agreement, the "prevailing party" shall be entitled to recover all its reasonable attorneys' fees and costs incurred as a result of such costs of suit or as damages.

27. Fees and Costs. Except as provided in the preceding paragraph above, the Parties agree to bear their own costs and attorneys' fees incurred as a result of the preparation and negotiation of this Agreement.

28. Non-Admission of Liability. This Agreement is entered into in compromise of disputed claims. Employee acknowledges and agrees that the execution of this Agreement and the Payment hereunder are not and shall not be construed in any way as an admission of wrongdoing or liability on the part of Employer or any of the Releasees

IN WITNESS WHEREOF, the undersigned have executed this Settlement and Release Agreement and agree to be bound to this Agreement.

DATED: 9/7/2022 _____

DocuSigned by:

F9336436334B44D...
Jessica Scimeca

DATED: _____

Mohajer Law Firm, APC

By: Sina Mohajer-Jasbi
Title: CEO