

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Confidential Settlement Agreement and Release (the "Agreement") is made by and between Dennis Adamson ("Claimant"), an individual, on the one part, and Matsunaga Enterprise, Inc., dba Matsunaga Landscape Maintenance ("Employer") and Robby Matsunaga, an individual, on the other part (hereinafter collectively referred to as the "Parties" or "Settlement Parties.")

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

(a) WHEREAS, Claimant was a former employee of Employer;

(b) WHEREAS, through his counsel, Claimant made post-termination claims to Employer about wage and hour and related employment law claims, including by filing a lawsuit in the Riverside Superior Court, Case No. CVRI2200090 (the "Dispute");

(c) WHEREAS, there has been no determination on the merits of the allegations in the Dispute, but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve any and all claims, known and unknown, asserted and unasserted, which Claimant have or may have against the Released Parties (as defined in Section 6(a) below) as of the date of execution of this Settlement Agreement.

2. **Non-admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall 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 by the Released Parties. No party shall claim to be the prevailing party in the Dispute. The Dispute involved fully disputed claims and a bona fide dispute exists between the Parties.

3. **Consideration/Indemnification for Tax Consequences.**

(a) In consideration for signing this Settlement Agreement and complying with its terms, Employer will pay Claimant the total gross sum of Seventy Thousand U.S. Dollars and Zero Cents (\$70,000.00) (the "Settlement Sum") as follows: one check, in the amount \$70,000.00, shall be made payable to "Kased Law Group Client Trust Account" on a 1099 basis for Claimant's non-wage damages, interest, penalties, and attorneys' fees and costs. Employer shall issue a corresponding 1099 to Claimant and Claimant's Counsel, as applicable, all of which Settlement Sum Claimant agrees he will report as taxable income on his state and federal tax returns. The Settlement Sum shall be paid no later than seven calendar days after Claimant and his counsel return this Agreement signed by them to Employer's counsel, and provided that they provide completed and signed tax reporting documents to Employer's counsel before that deadline.

(b) Claimant agrees to bear responsibility for all taxes arising out of this Settlement Agreement and the Settlement Sum, and to indemnify and defend Employer if any

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taxing authority or body determines that taxes were due out of this Agreement but Claimant failed to remit them. Claimant agrees to make all reasonable efforts to appropriately report the Settlement Sum to all governmental tax authorities and he will pay all assessed taxes issued against her.

(c) The Parties acknowledge that there is a good faith dispute regarding Claimant's Dispute allegations and that all of the consideration set forth in Section 3(a) above includes a good faith, reasonable compromise and settlement regarding such fully disputed claims.

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

5. **Disbursal of Settlement Funds/Dismissal of Dispute.** Claimant agrees that he will provide Employer's Counsel with (i) completed and signed IRS Form W-9s for Claimant's Counsel and Claimant within two (2) business days from the date they provide Employer's Counsel with the Agreement signed by Claimant and his counsel. If the date by which the payment described more fully in Section 3(a) is to be made available to Claimant falls on a Saturday, Sunday or legal holiday in the State of California, then the date said payment shall be made available to Claimant shall be the next following day which is not a Saturday, Sunday or legal holiday in the State of California. Claimant and his counsel agree to dismiss the Dispute with prejudice as to his individual claims and to stipulate to dismiss the PAGA claims without prejudice within five (5) business days of receipt of the Settlement Sum by Claimant's Counsel.

6. **General Release, Claims Not Released and Related Provisions.**

(a) **General Release of Claims.** Claimant, individually and on behalf of Claimant's heirs, executors, administrators, agents, representatives, attorneys, successors and assigns, knowingly and voluntarily releases and forever discharges Employer, Robby Matsunaga, including any and all of their parent corporations, affiliates, subsidiaries, managers, divisions, predecessors, insurers, successors and assigns, including but not limited to each of their current and former employees, attorneys, owners, officers, directors, members, and agents thereof, both individually and in their business capacities (collectively, the "Released Parties"), to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Claimant 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);

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- 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 Equal Pay Law – Cal. Lab. Code § 1197.5;
- California Whistleblower Protection Law – Cal. Lab. Code § 1102.5;
- California Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394;
- California Bane & Ralph Act – Cal. Civ. Code § 52.1;
- Statutory Provision Regarding California Family and Medical Leave – Cal. Lab. Code § 233;
- Statutory Provisions Regarding California Electronic Monitoring of Employees – Cal. Lab. Code § 435;
- The California Occupational Safety and Health Act, as amended, California Labor Code § 6300 et seq., and any applicable regulations thereunder;

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- California Obligations of Investigative Consumer Reporting Agencies Law – Cal. Civ. Code § 1786.10 et seq.;
- California Political Activities of Employees Law – Cal. Lab. Code § 1101 et seq.;
- California Domestic Violence Victim Employment Leave Law – Cal. Lab. Code § 230.1;
- California Court Leave Law – Cal. Lab. Code § 230;
- The California Private Attorney’s General Act;
- Those other provisions of the California Labor Code that lawfully may be released;
- Los Angeles AIDS-Based Discrimination Ordinance, Los Angeles Municipal Ordinance §45.80 et seq.;
- California Business & Professions Code;
- 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; and/or
- Any basis for recovering costs, fees or other expenses including attorneys’ fees incurred in these matters.

(b) **Claims Not Released.** Claimant is not waiving any rights Claimant may have to: (i) seek benefits under applicable workers’ compensation (except as to claims under Labor Code §§ 132a and 4553 which are expressly released herein), (ii) seek unemployment insurance from the EDD; (iii) pursue claims which by law cannot be waived by signing this Settlement Agreement; or (iv) enforce this Settlement Agreement. Claimant understands and agrees, however, that any workers’ compensation claim is the responsibility of Employer’s workers’ compensation carrier, and not the responsibility of Employer or anyone Claimant deems his Employer, and Claimant further agrees that he has not stated to anyone that he has a workers compensation claim.

(c) **Collective/Class Dispute Waiver.** If any claim is not subject to release, to the extent permitted by law, Claimant waives any right or ability to be a class or collective representative or to otherwise participate in or collect money from any putative or certified class, collective, representative or multi-party Dispute or proceeding based on such a claim in which Employer or any of the other of the Released Parties identified in this Settlement Agreement is a party and further Claimant agrees not to assist anyone else in bringing a class or representative action against Employer and the Released Parties.

(d) **Aggrieved Party Waiver.** If any claim is not subject to release, to the extent permitted by law, on a post-dispute basis Claimant acknowledges and agrees that he is not

now and has never been an aggrieved party and waives any right to participate in any representative dispute based on such a claim in which Employer or the Released Parties is a party. He also acknowledges and agrees that he will not seek to be a representative against the Employer or the Released Parties for any claims arising under the Private Attorney General Act ("PAGA", Labor Code § 2699, *et seq.*) in any subsequent dispute.

7. **Waiver of California Civil Code § 1542.** To affect a full and complete general release as described above, the Parties expressly waive and relinquish all rights and benefits of § 1542 of the Civil Code of the State of California and do so understanding and acknowledging the significance and consequence of specifically waiving § 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.

Claimant Initials D.A. Employer Initials _____

Thus, notwithstanding the provisions of § 1542, and to implement a full and complete release and discharge in the Parties' favor, the Parties expressly acknowledge this Settlement Agreement is intended to include in its effect, without limitation, all claims they do not know or suspect to exist in their respective favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. The Parties warrant that they have read this Settlement Agreement, including this waiver of California Civil Code § 1542, and have consulted with or had the opportunity to consult with counsel of their own choosing about this Settlement Agreement and specifically about the waiver of § 1542, and that they understand this Settlement Agreement and the § 1542 waiver, and so they freely and knowingly enter into this Settlement Agreement.

The Parties further acknowledge that they later may discover facts different from or in addition to those they now know or believe to be true regarding the matters released or described in this Settlement Agreement, and even so they agree 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. The Parties expressly assume 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 them relating thereto.

8. **Acknowledgements and Affirmations/Covenant Not to Sue.**

(a) Claimant affirms that, other than the Complaint filed in the Dispute, he (i) has not filed or caused to be filed any claim, complaint or Dispute against any of the Released Parties or Employer in any forum or form, and (ii) presently is not a party to any claim,

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complaint or Dispute against any of the Released Parties or Employer in any forum or form.

(b) Claimant further affirms that he has reported all hours worked as of the date of execution of this Settlement Agreement and has timely and properly been paid or has received all compensation, wages, bonuses, reimbursements, penalties, and commissions which are due and payable as of the date of execution of this Settlement Agreement.

(c) Claimant affirms that all of his individual claims arising out of or relating in any way to the Dispute, Claimant's employment with Employer, and all related facts including any facts or contentions relating to Employer's current and former agents, franchisors, subsidiaries, affiliates, representatives, attorneys, insurers and employees, are resolved in connection with this Agreement, and that he will not initiate or pursue or assist with any other dispute or proceeding arising out of or relating to the Complaint or Claimant's employment with Employer or the Released Parties.

(d) Claimant affirms that as of the date Claimant signs this Settlement Agreement, Claimant is not Medicare eligible (*i.e.*, is not 65 years of age or older; is not suffering from end-stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, *etc.*). Nonetheless, if the Centers for Medicare & Medicaid Services (the "CMS") (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in the payment to Claimant under this Settlement Agreement, Claimant agrees to indemnify, defend and hold the Released Parties harmless from any Dispute by the CMS relating to medical expenses of Claimant. Claimant agrees to reasonably cooperate with the Released Parties upon request with respect to (i) any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and (ii) any claim the CMS may make and for which Claimant is required to indemnify the Released Parties under this Section. Further, Claimant covenants not to sue the Released Parties for any private cause of Dispute for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A)

9. Return of Company Property/Information; Pre-Existing Agreements.

(a) As a condition of receiving the Settlement Sum payment, within seven (7) calendar days of Claimant signing this Settlement Agreement, Claimant will return all of Employer's documents and property currently in Claimant's possession including, but without limitation, any and all services work, notes, reports, files, tools, uniforms, memoranda, records, cardkey passes, door and file keys, safe combinations, laptop computer, computer access codes, disks and instructional or personnel manuals, and other physical or personal property that Claimant received or prepared or helped to prepare in connection with Claimant's employment with Employer ("Company Property"), or declare under penalty of perjury that all such Company Property has already been returned. Any physical Company Property shall be delivered to Employer's Counsel's office in accordance with the foregoing.

10. **Confidential Information.** By virtue of his working relationship with Defendant, Claimant was entrusted with confidential information including but not limited to the contact information and identities of customers of Employer, and rates charged to customers.

Claimant agrees not to disclose, use or publish any confidential information in any way. Claimant agrees to destroy and/or digitally delete any contact information or rates he maintains either in a physical or digital form (e.g., delete from cellular phone or social media) and to not contact former customers in any way.

11. **No Transfer/Assignment of Claims.** Claimant warrants and represents that Claimant 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. Claimant agrees that he is solely responsible for the satisfaction of any assignment or lien to any lien holder, including medical personnel and facilities and Revenue and Recovery (for child support or alimony), or any other Judgment against him, and that he will indemnify and hold the Released Parties harmless against any liens, damages, charges, penalties, invoices, 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 action 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 Claimant is releasing under this Settlement Agreement or any interest in any of the proceeds paid to Claimant or Claimant's Counsel under this Settlement Agreement. The Released Parties, however, agree to bear all of their own attorney's fees and costs arising out of this dispute.

12. **Mutual Non-Disparagement.** Claimant agrees not to make any untruthful, malicious, disparaging or defamatory statements, allegations, comments or communications, regardless of form (whether written, oral, electronic, including but not limited to Glassdoor, Yelp, or otherwise), regarding Employer, its employees (past and current), or Employer's business. Claimant further agree not to encourage authorize or permit any such statements, allegations, comments or communications to be made by others on his own behalf. To the extent Claimant has posted any negative comments about Employer on Glassdoor, Yelp, or other websites, he agrees to request that these comments be removed and to provide a copy of such request to Employer's counsel within 30 days of the execution of this Agreement. Employer, on behalf of those employees with the ability to speak on the matter, expressly agrees to refrain from making any statements, directly or indirectly via any method or platform, that in any way disparage, defame, libel, slander, place in a negative light, or in any other way harm or attempt to harm the name, reputation, or goodwill of Claimant.

13. **Confidentiality/Limited Disclosure.**

(a) Claimant agrees that he will not publicize or disclose in any form, forum, or medium, or cause or knowingly permit or authorize the publicizing or disclosure of the contents of this Settlement Agreement, or the fact of 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 the other party or 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) to enforce the terms of this Settlement Agreement; or (ii) as otherwise compelled by operation of law.

Claimant's Counsel further acknowledges that no disclosures shall be made to any publication or reporting service regarding settlements and verdicts.

(b) The foregoing notwithstanding, Claimant acknowledges the confidentiality provisions of this Section constitute a material inducement to Employer to enter into this Settlement Agreement and represent that he has not directly or indirectly disclosed the Settlement Amount to any third party not included in subdivision (c) below prior to their execution of this Agreement.

(c) Claimant is permitted to disclose Confidential Information to his spouse, tax advisors, and attorneys with whom he chooses to consult regarding this Settlement Agreement. However, each such person to whom he 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 of this Section, sub. (a) above.

(d) It is agreed that in the event of a breach of the provisions of Sections 12 and 13 by Claimant, it would be impractical or extremely difficult to fix actual damages to the other party. Therefore, Claimant agrees that in the event of such a breach, the breaching party shall pay to the non-breaching party, as liquidated damages, and not as penalty, the sum of Two Thousand Five Hundred Fifty Dollars and Zero Cents (\$2,500.00) per breach, which represents reasonable compensation to the non-breaching party for the loss incurred because of such a breach.

14. **Non-Enticement.** Claimant further agrees not to initiate, encourage, cause, direct, assist, support or counsel other individual(s) including but not limited to Employer's current, future or former employees to file any lawsuit, charge, complaint, claim, petition, or accusatory pleading against Employer except as may be required pursuant to a lawfully served subpoena.

15. **Liens and Attorneys' Fees/Indemnification.**

(a) Each Party is solely responsible for any fees and costs he, he or it has incurred including, but not limited to, fees for attorneys, consultants, health care providers and expert witnesses arising out of all conduct up to and the execution of this Agreement. If any party is required to file suit to enforce this Agreement, they shall be entitled to their prevailing party attorney's fees and costs, notwithstanding any statute or law otherwise.

16. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California, regardless of any choice of law argument, 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. Venue shall be in Riverside County.

(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. 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 dispute shall be entitled to recover reasonable attorneys' fees and costs.

(c) It is the intent of the Parties, pursuant to Evidence Code Sections 1122(a)(1) and 1123 or any substantially equivalent federal rule of evidence, that all of the terms of this Settlement Agreement shall be admissible and may be disclosed to a court of law and shall be enforceable and binding upon them in a court of law.

17. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by all Parties wherein specific reference is made to this Settlement Agreement.

18. **Waiver of Reemployment.** Claimant acknowledges that he has no intent to apply for re-employment with Employer or the Released Parties. Claimant acknowledges that Employer, the Released Parties and their agents have the right to refuse rehire for non-discriminatory and non-retaliatory reasons and Claimant acknowledges that Released Parties/Employer's position is that such legitimate non-discriminatory and non-retaliatory reasons exist. Claimant acknowledges that because of non-discriminatory and non-retaliatory circumstances unique to Claimant that Claimant shall not be eligible for re-hire with Employer or the Released Parties.

19. **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 Employer 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.

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20. **Jurisdiction.** The interpretation of the provisions of this Agreement will be governed by the laws of California. Disputes, if any, shall be resolved by the Superior Court in Riverside County.

21. **Knowing & Voluntary Agreement/Translation.** Claimant acknowledges and agrees that he was afforded and had the opportunity to consult with an attorney of his choosing prior to executing the Settlement Agreement and enters the Settlement Agreement knowingly and voluntarily. Further, Claimant agrees and acknowledges that if he needs translation of this Agreement into any other language, that said burden to obtain a translation lies with him alone, and that he is otherwise able to read and understand the language that this document is in (English).

22. **Severability.** Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provision shall be deemed not to be part of this Agreement.

23. **Entire Agreement.** This Settlement Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties hereto. The Parties acknowledge that they have not relied on any representations, promises or agreements of any kind made to them in connection with their decision to accept this Settlement Agreement, except for those set forth in this Settlement Agreement.

24. **Code of Civil Procedure Section 664.6.** This Settlement Agreement is enforceable under California Code of Civil Procedure Section 664.6 and California Evidence Code Section 1123. The Parties agree that the agreement is admissible in evidence to enforce the settlement.

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

The Settlement Parties

Executed on May 6, 2024

Dennis Adamson
DENNIS ADAMSON, individually

Executed on May ___, 2024

ROBBY MATSUNAGA, individually

MATSUNAGA ENTERPRISE, INC.

Executed on May ___, 2024

By: _____
ROBBY MATSUNAGA, CEO

Approved as to form.

Executed on May 17, 2024

By: 
NATHAN KASED, ESQ.
Attorney for Claimant Dennis Adamson

Executed on May ___, 2024

By: 
SANFORD PARKE, ESQ.
Attorney for Employer and Matsunaga

21. **Knowing & Voluntary Agreement/Translation.** Claimant acknowledges and agrees that he was afforded and had the opportunity to consult with an attorney of his choosing prior to executing the Settlement Agreement and enters the Settlement Agreement knowingly and voluntarily. Further, Claimant agrees and acknowledges that if he needs translation of this Agreement into any other language, that said burden to obtain a translation lies with him alone, and that he is otherwise able to read and understand the language that this document is in (English).

22. **Severability.** Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provision shall be deemed not to be part of this Agreement.

23. **Entire Agreement.** This Settlement Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties hereto. The Parties acknowledge that they have not relied on any representations, promises or agreements of any kind made to them in connection with their decision to accept this Settlement Agreement, except for those set forth in this Settlement Agreement.

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

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

The Settlement Parties

Executed on May __, 2024

DENNIS ADAMSON, individually

Executed on May __, 2024



ROBBY MATSUNAGA, individually

MATSUNAGA ENTERPRISE, INC.

Executed on May __, 2024

By: 

ROBBY MATSUNAGA, CEO

Approved as to form.

Executed on May __, 2024

By: _____

NATHAN KASED, ESQ.

Attorney for Claimant Dennis Adamson

FIRST AMENDMENT TO SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS

This First Amendment to the Settlement Agreement and General Release of All Claims (“First Amendment”) is entered into by and between Dennis Adamson (“Claimant”), an individual, on the one part, and Matsunaga Enterprise, Inc., dba Matsunaga Landscape Maintenance (“Employer”) and Robby Matsunaga, an individual, on the other part (hereinafter collectively referred to as the “Parties” or “Settlement Parties.”).

RECITALS

A. WHEREAS, the Parties entered into a Confidential Settlement Agreement and Mutual Release in or around July 2024 (the “Agreement”);

B. WHEREAS, the Parties desire to enter into this First Amendment in support of Claimant’s anticipated unopposed motion to approve settlement of Claimant’s individual claims against Employer and to dismiss Claimant’s representative action under California’s Private Attorneys’ General Act of 2004 (the “PAGA”) against Employer without prejudice (“Approval Motion”);

C. WHEREAS, this First Amendment will modify various material terms, including the confidential provisions regarding the Settlement Sum to which the Parties agreed in the Agreement and other terms in support of the Claimant’s anticipated Approval Motion, which Claimant plans to file in August 2024;

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, the Parties agree as follows:

1. Recitals. The Parties acknowledge that the “WHEREAS” clauses preceding Paragraph 1 are true and correct and are incorporated herein as material parts to this First Amendment.

2. Paragraph 13 of the Agreement. Paragraph 13 of the Agreement, as constituted and as modified by the First Amendment, shall be superseded in its entirety as follows:

(a) Claimant may disclose the contents of this Settlement Agreement, including the amount of the individual Settlement Sum attributable to Claimant, in support of any motion regarding PAGA in the Dispute, including a motion to approve Claimant’s individual settlement and to dismiss the representative PAGA action without prejudice. This provision also contemplates that Claimant will submit a copy of this Settlement Agreement and any attachments thereto to the California Labor & Workforce Development Agency (the “LWDA”) for consideration.

(b) Except as provided for in subdivision (a), *supra*, Claimant agrees that he will not publicize or disclose in any form, forum, or medium, or cause or knowingly permit or authorize the publicizing or disclosure of the contents of this Settlement Agreement, or the fact

of 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 the other party or 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) to enforce the terms of this Settlement Agreement; (ii) as otherwise compelled by operation of law; (iii) or in support of any motion brought by the Claimant or any of the Parties regarding PAGA in the Dispute.

(c) The foregoing notwithstanding, Claimant acknowledges the confidentiality provisions of this Section constitute a material inducement to Employer to enter into this Settlement Agreement and represent that he has not directly or indirectly disclosed the Settlement Amount to any third party not authorized by this Agreement.

(d) Claimant is further permitted to disclose Confidential Information to his spouse, tax advisors, and attorneys with whom he chooses to consult regarding this Settlement Agreement. However, each such person to whom he 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 of this Section, sub. (a) above.

(e) It is agreed that in the event of a breach of the provisions of Sections 12 and 13 by Claimant, it would be impractical or extremely difficult to fix actual damages to the other party. Therefore, Claimant agrees that in the event of such a breach, the breaching party shall pay to the non-breaching party, as liquidated damages, and not as penalty, the sum of Two Thousand Five Hundred Fifty Dollars and Zero Cents (\$2,500.00) per breach, which represents reasonable compensation to the non-breaching party for the loss incurred because of such a breach.

ACCEPTED AND AGREED:

The Settlement Parties

Executed on _____

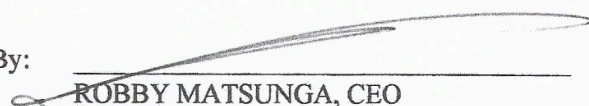

DENNIS ADAMSON, individually

Executed on _____


ROBBY MATSUNAGA, individually

MATSUNAGA ENTERPRISE, INC.

Executed on _____

By: 
ROBBY MATSUNAGA, CEO

Approved as to form.

Executed on 8/14/2024

Executed on _____

By:



NATHAN KASED, ESQ.
Attorney for Claimant Dennis Adamson

By:



SANFORD PARKE, ESQ.
Attorney for Employer and Matsunaga