

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Confidential Settlement Agreement and Release of All Claims (the "Agreement") is made by and between Noemy Orellana ("Plaintiff") on one hand and Mission Loans LLC ("Defendant") on the other. Plaintiff and Defendant shall be referred to collectively as the "Parties" and individually as "Party." This Agreement is intended to resolve all disputes and extinguish those obligations described below.

RECITALS

WHEREAS, there has arisen between the parties civil litigation concerning, among other things, a claim for damages arising out of the parties' employment relationship (San Bernardino County Superior Court Case No. CIVSB2202711, the "Action"). Among other things, Plaintiff claims that Defendant (1) failed to pay minimum wages; (2) failed to pay overtime wages; (3) failed to provide off-duty rest breaks and/or pay missed rest break premiums; (4) failed to provide off-duty meal periods and/or pay meal period premiums; (5) failed to maintain accurate employment records; (6) failed to pay all wages owed within a timely manner; (7) failed to pay all wages due upon termination; (8) failed to reimburse for business expenses; (9) failed to provide complete and accurate wage statements; and (10) UCL violations based on the foregoing. Defendant specifically denies all of Plaintiff's claims and denies that it, or any of its employees, agents or affiliates, did any improper acts whatsoever.

WHEREAS, Plaintiff and Defendant have fully and finally settled all differences between them, including, but not limited to, those differences described above and now wish to finalize those terms.

WHEREAS, this Agreement is intended to be a full, complete, and final settlement of each and every civil claim, cause of action, or liability, whether known or unknown, which Plaintiff and Defendant may have, or may have had, against each other, their affiliated or related companies, divisions, officers, directors, agents, successors and assigns, arising out of the employment relationship or employment existing between the parties prior to the execution of this Agreement.

NOW THEREFORE, in consideration of and exchange for the promises, covenants, and releases contained herein, the parties mutually agree as follows:

AGREEMENT

1. **Settlement Payment.** In consideration for the execution of this general release and other representations by Plaintiff herein, Defendant agrees to pay Plaintiff the total sum of Fourteen Thousand Dollars and Zero Cents (\$14,000.00) (the "Settlement Payment") as follows:

- a. One check in the amount of \$1,000.00 representing wages, will be made payable to Noemy Orellana. This payment will be subject to a form W-2.
- b. One check in the amount of \$7,381.52 representing interest and other penalties, will be made payable to Noemy Orellana. This payment will be subject to a form 1099.
- c. A third check in the amount of \$5,618.48 representing attorneys fees and costs, by way of a check made payable to Melmed Law Group, PC.

The Settlement Payment checks will be delivered to Plaintiff's attorney at:

Melmed Law Group P.C.
1801 Century Park East, Suite 850
Los Angeles, CA 90067

Within 10 days of the execution of this Agreement, Plaintiff shall file dismissal of the class claims without prejudice by the superior court. Within 10 days of the superior court's dismissal of the class claims and after the two payees listed above have provided to Defendant's counsel a signed IRS Form W-9, Defendant shall make the payments set forth above by mailing via registered mail all three checks to Plaintiff's counsel at: Jonathan Melmed, 1801 Century Park East, Suite 850, Los Angeles, CA 90067.

Upon payment of the Gross Payment, Plaintiff shall file a dismissal of all individual claims by Plaintiff with prejudice.

2. General Release. Plaintiff, on behalf of herself, her agents, attorneys, successors in interest, subrogees, subrogors, heirs, executors, administrators, and assigns hereby releases and forever discharges Defendant and all persons, agents, servants, representatives, officers, managers, members, employees, attorneys, associations, joint ventures, corporations, parent corporations, subsidiaries, affiliates, partners, members, predecessors and successors in interest, insurers, re-insurers, and assigns, and all other legal entities with whom Defendant has been, is now, or may hereafter be affiliated with ("Releasees") from any and all claims, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, demands, attorneys' fees, losses and expenses, known or unknown, suspected or unsuspected, filed or unfiled, that Plaintiff may have or have had arising out of any known or unknown fact, condition or incident occurring prior to the date of this Agreement, arising out of or in connection with any claims, demand, charges, or complaints, arising from Plaintiff's employment with Defendant, the cessation thereof, or any other interaction or relations among Releasees. Specifically included in Plaintiff's release of Claims are all Claims for injury to Plaintiff, including, but not limited to, those arising under the Fair Labor Standards Act (including the Equal Pay Act), the Civil Rights Act of 1964, as amended, the Occupational Safety and Health Act, the Americans With Disabilities Act, the California Fair Employment and Housing Act, the California Constitution, the California Labor Code, the California Health & Safety Code, the California Business & Professions Code, the Employee Retirement Income Security Act, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers' Benefit Protection Act, and any other federal, state or local civil or human rights law, or any other federal, state or local law, rule, regulation, ordinance, public policy, contract, tort or common law claim. Plaintiff releases her claims for Labor Code violations under PAGA and agrees not to bring a PAGA representative actions against the Releasees. This General Release does not release any claims that Plaintiff cannot lawfully release, and does not prohibit Plaintiff from filing a charge with any government administrative agency (such as the EEOC) as long as Plaintiff does not personally seek reinstatement, damages, remedies or other relief as to any claim that Plaintiff has released, any right to which Plaintiff hereby waives.

3. Waiver of Civil Code § 1542. Plaintiff hereby agrees that the provisions of California Civil Code § 1542 are waived. Civil Code § 1542 provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY
HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
WITH THE DEBTOR OR RELEASED PARTY.**

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

4. Attorneys' Fees and Costs Related to the Action. The Parties agree that they will bear their own attorneys' fees and costs incurred in connection with this matter.

5. **Non-Disparagement.** Plaintiff agrees to refrain from any defamation, libel, or slander, through any means or format, of Defendant and its Releasees, and also agrees to refrain from any tortious interference with the contracts and business relationships Defendant and its Releasees. Defendant agrees that it will not ratify any false or disparaging comments or statements about Plaintiff.

6. **Neutral Reference.** As long as Plaintiff directs future employers to Defendant's Human Resources Department, Defendant represents and agrees that upon any employment related inquiry, other than one based upon subpoena or other process of law compelling testimony, Defendant, and/or any of its agents shall disclose only the following: confirmation of Plaintiff's employment, position held, and dates of employment, and that this is its standard practice regarding employment inquiries.

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

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

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

10. **No Additional Recovery.** It is the intent of this Agreement that Plaintiff, lienholders, and any other individual or entity with an interest in Plaintiff's claims shall not recover, directly or indirectly, any sums from Releasees other than the funds received pursuant to this Agreement and set forth in Paragraph 1, above. If, despite the provisions of this Paragraph, any Releasee receives any claims, including a claim for contribution, any indemnity arising out of a claim brought by Plaintiff against another person, Plaintiff shall indemnify, provide a full defense for and hold harmless the Releasees for such amount. In the event a trier of fact determines (and all appeals are exhausted or the time for such appeals have expired) that any Releasee is or would be liable for indemnity under any theory of law or equity, this Agreement shall act as a general release, releasing not only the Releasee but every other individual, trustee, firm, trust, corporation, or entity of any kind, who is or would be entitled to a defense and indemnity from the Releasees with respect to any liability that person, firm, or corporation may have to Plaintiff.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding actual or potential claims asserted by Plaintiff against Releasees and the settlement of those claims, which will remain in full force and effect. This Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding those claims or potential claims and the settlement of those claims, except that Defendant

reserves the right to enforce its Arbitration Agreement, and Plaintiff reserves the right to dispute its validity. No other agreement, statement, or promise made by one Party to another as to any matter addressed in this Agreement shall be binding or valid. This Agreement cannot be orally modified. Any amendment or modification to this Agreement must be in writing, signed by Plaintiff and by duly authorized representatives of Defendant. Plaintiff further represents that she is unaware of any agreement or promise, written or oral, between Releasees and/or anyone else that could serve as the basis for any claim or action against Releasees that has not been released in this Agreement.

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

13. No Reliance Upon Representations by the Other Side. Each Party hereto represents and acknowledges that in executing this Agreement it does not rely and has not relied upon any representation or statement made by any other Party or by the agents, attorneys, or representatives of any other Party with regard to the subject matter of this Agreement, or its basis, or the effects of this Agreement other than those representations specifically set forth in this written document.

14. Binding Nature; No Assignment. This Agreement, and all the terms and provisions contained herein, shall bind the heirs, personal representatives, successors and assigns of Plaintiff, and inure to the benefit of Defendant, its agents, managers, members, officers, employees, servants, successors, and assigns. Plaintiff promises and guarantees that she has not made, and will not make, any assignment of any claim, chose in action, right of action, or any right of any kind whatsoever, embodied in any of the claims that are released herein, and that no other person or entity of any kind had or has any interest in any of the claims released herein.

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

16. Severability. The Parties agree that if any phrase, clause, or provision of this Agreement is declared to be illegal, invalid or unenforceable by a court of competent jurisdiction, such phrase, clause or provision shall be deemed severed from this Agreement, but will not affect any other provisions of this Agreement, which shall otherwise remain in full force and effect. If any phrase, clause, or provision in this Agreement is deemed to be unreasonable, onerous or unduly restrictive by a court of competent jurisdiction, it shall not be stricken in its entirety and held totally void and unenforceable, but shall remain effective to the maximum extent permissible within reasonable bounds. If any waiver, release, or covenant not to sue set forth in Paragraphs **Error! Reference source not found.**, 3, or 4 is deemed to be illegal, invalid or unenforceable in whole or in part, the Parties obligations under this Agreement shall be nullified.

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

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

19. Governing Law and Jurisdiction. This Agreement shall be interpreted under the laws of the State of California, both as to interpretation and performance.

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

21. **Counterparts.** The Parties may execute this Agreement in counterparts which shall, in the aggregate, be signed by all the Parties; and each counterpart shall be deemed an original instrument as against the Party who has signed it.

22. **Representative Capacity.** Each Party executing this Agreement in a representative capacity represents and warrants that she is empowered to do so.

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

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

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

Dated: 8/11/2022 _____

Dated: _____

DocuSigned by:
Noemy Orellana
43345A99AA0F40F...

Noemy Orellana

Mission Loans LLC

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

21. **Counterparts.** The Parties may execute this Agreement in counterparts which shall, in the aggregate, be signed by all the Parties; and each counterpart shall be deemed an original instrument as against the Party who has signed it.

22. **Representative Capacity.** Each Party executing this Agreement in a representative capacity represents and warrants that she is empowered to do so.

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

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

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

Dated: _____

Noemy Orellana

Dated: 8/31/2022

DocuSigned by:
Chad Smith

5EC8EAB3FD394C3
Mission Loans LLC