

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release (“Agreement”) is made and entered into by Christian Sanchez, Robert Arellano, Robert Duke, Paul Menchaca, Daniel Shinjo, Scott Vostad, and Elvira Gutierrez (collectively “Plaintiffs”) and April 29, 1992, LLC, Ariel Vromen, and David Hillary (collectively “Defendants”). Plaintiffs and Defendants are referred to herein as the “Parties,” with reference to the following facts:

A. Plaintiff Christian Sanchez (“Named Plaintiff”) filed a class action complaint in the Superior Court of Los Angeles on April 4, 2022, Case No. 22STCV11399 (“the Action”). Named Plaintiff filed a First Amended Complaint on June 17, 2022. He asserted eleven causes of action against Defendants in the First Amended Complaint on behalf of himself, putative class members, and aggrieved employees for waiting time penalties, failure to furnish compliant wage statements, failure to provide meal and rest breaks, failure to pay overtime, failure to pay minimum wages, failure to reimburse business expenses, failure to provide payroll and personnel records, unfair competition, and claims under the Private Attorneys General Act (“PAGA”). Robert Arellano, Robert Duke, Paul Menchaca, Daniel Shinjo, Scott Vostad, and Elvira Gutierrez contend they were paid late, were not provided with compliant meal and rest periods, were not paid overtime, were not reimbursed for business expenses, and have other wage and hour claims similar to those asserted by Named Plaintiff in the First Amended Complaint.

B. Defendants deny all claims and allegations that have been or could be asserted by any of the Plaintiffs. Defendants deny that they have any legal or equitable responsibility for the damages, wages, or penalties alleged by Plaintiffs. Defendants David Hillary and Ariel Vromen deny that they were properly served with the Summons, Complaint, or First Amended Complaint.

C. Plaintiffs and Defendants desire to fully and finally compromise, settle, and release all claims arising out of or related to Plaintiffs' alleged employment with any of the Released Parties (as defined below), including all claims related to wage and hour violations, harassment and/or discrimination based on perceived disability, age, gender, national origin, and any and all other lawsuits, actions, causes of action and claims, whether in law or equity, grievances, debts, liens, contracts, agreements, promises, demands, liabilities, obligations, suits, indebtedness, controversies, losses, damages, costs, fees, expenses or harm, rights and/or charges of any kind or nature whatsoever, fixed or contingent and whether known or unknown, suspected or unsuspected, arising out of or based on any fact, matter or event which occurred prior to the date of this Agreement.

D. Plaintiffs represent and warrant that they are legally competent to execute this Agreement.

E. By signing this Agreement, Plaintiffs affirm that they understand all terms of this Agreement and that they are entering into this Agreement knowingly and voluntarily.

F. Now, THEREFORE, in consideration of the covenants and conditions set forth below, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound hereto, agree as follows:

1. PAYMENT

In consideration for the execution of this Agreement, the general release set forth herein, the waiver of all claims, the release of any right to recover attorneys' fees, and other representations by Plaintiffs herein, April 29, 1992, LLC, will pay the total sum of Forty-Nine Thousand Dollars (\$49,000). This amount shall be referred to as the Settlement Sum. The consideration paid by April 29, 1992, LLC is specifically in exchange for Plaintiffs' release of all claims against Defendants

and the Released Parties, the covenants and promises made by Plaintiffs herein, and a release of any right to recover attorney's fees.

April 29, 1992, LLC shall cause two checks to be issued as follows:

One check made payable to "Harris & Ruble Client Trust Account" (Tax ID No. [REDACTED]) in the amount of Twenty Thousand Dollars (\$20,000) which will not include withholdings for any federal or state income taxes, FICA, or any other type of payroll deduction ("First Payment"), and one check in the amount of Twenty-Nine Thousand Dollars (\$29,000) made payable to "Harris & Ruble Client Trust Account" (Tax ID No. [REDACTED]), which will not include withholdings for any federal or state income taxes, FICA, or any other type of payroll deduction ("Second Payment") will be made no later than 30 days after the first payment.

April 29, 1992, LLC will deliver the First Payment to Plaintiffs' counsel within fourteen (14) calendar days after the date on which all of the following have occurred: (1) Dismissal entered by the Court showing a complete dismissal of the class and PAGA claims against all Defendants without prejudice, and (2) the dismissal of named Plaintiff Christian Sanchez's individual claims against all Defendants with prejudice. April 29, 1992, LLC will deliver the Second Payment within thirty (30) calendar days of the First Payment.

The First and Second Payments will be reported as income to the Internal Revenue Service and all applicable state or local taxing authorities by means of a Form 1099. Prior to the date this Agreement is fully executed, Plaintiffs and their counsel agree to provide April 29, 1992, LLC with fully executed original IRS Forms W-9 for each Plaintiff and Plaintiffs' counsel.

Plaintiffs agree that these payments compensate them for all economic damages, penalties, interest, personal injuries, emotional pain and suffering, reimbursements, attorneys' fees and costs,

and any other damages or claims of any kind or nature allegedly caused by the purported conduct of Defendants and the Released Parties.

3. DISMISSAL OF CLAIMS

After this Agreement is fully executed, Plaintiffs shall cause their attorneys of record to: (1) dismiss the Named Plaintiff's individual claims against all Defendants with Prejudice, (2) dismiss the PAGA claim against all Defendants without prejudice, (3) dismiss the Class Claims against all Defendants without prejudice, and (4) provide proof of the dismissals to April 29, 1992, LLC's attorneys of record. Plaintiffs agree to take all steps necessary to effectuate the intent of the parties as set forth herein, including but not limited to filing a copy of the signed settlement agreement with the Labor and Workforce Development Agency ("LWDA"), filing a stipulation and proposed order with the Court to dismiss the class and PAGA claims without prejudice and to dismiss the individual claims of the Named Plaintiff with prejudice, and filing a declaration in support of the request for dismissal of the class and PAGA claims without prejudice. This Agreement and April 29, 1992, LLC's obligation to pay the Settlement Sum is contingent upon the Action being dismissed as set forth herein.

4. RELEASE OF ALL CLAIMS

Plaintiffs recognize and agree that Defendants, as part of this Agreement, do not admit any violation of law or any liability of any kind or nature to Plaintiffs or to anyone else as a result of or arising out of Plaintiffs' alleged employment with any of the Defendants. With the exception of Defendants' obligations under this Agreement, Plaintiffs, for themselves and for their heirs, family members, executors, administrators, successors, attorneys, agents, representatives, and assigns, hereby fully and forever release and discharge April 29, 1992, LLC, Ariel Vromen, David Hillary, Greenslate CA, LLC, and any of their respective parent companies, subsidiaries, divisions,

affiliates, partners, shareholders, members, owners, employees, agents, directors, officers, joint employers, attorneys, producers, financiers, landlords, licensees, lessors, insurers, reinsurers, employee benefit plans and plan fiduciaries, representatives, predecessors, successors, assigns, transferees, heirs, executors, administrators, and related entities, and all other persons, firms, corporations, associations, partnerships, or entities having any legal relationship to each other or involved in any manner with the film referred to as April 29, 1992 (collectively “Released Parties”) of and from any and all claims, damages, losses, demands, causes of action, charges and grievances, of whatever kind or nature, fixed or contingent, whether known or unknown, suspected or unsuspected, which Plaintiffs now own or hold or have at any time before this date owned or held against any of the Released Parties, including but not limited to any and all claims: (1) which arose out of or are in any way connected with Plaintiffs’ alleged employment with April 29, 1992, LLC or any of the Released Parties; (2) which are related to or concern any law, including, but not limited to: (i) discrimination, harassment, and retaliation under local, state, or federal law based on age, sex, race, color, national origin, religion, disability status, or any other category protected by any such law including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. § 12112, *et seq.*, and all other Federal and State Civil Rights Statutes; (ii) wrongful termination, breach of express and implied-in-fact contract, breach of the covenant of good faith and fair dealing, intentional and negligent infliction of emotional distress, defamation and self-compelled defamation, invasion of privacy, breach of employment contract, fraud or negligent misrepresentation, assault, battery, disability discrimination, failure to accommodate, intentional interference with contractual relations and prospective economic advantage, violation of public policy, and other torts; (iii) failure to pay wages, overtime, meals and rest breaks, penalties, interest, severance pay, commissions, bonuses, sick leave, holiday pay, and vacation pay, either

individually or as part of a class action, collective action, and/or representative action; and (iv) failure to reimburse business expenses, failure to furnish wage statements, failure to keep accurate payroll records, failure to pay final wages upon termination of employment; (3) which are related to or concern any violation of California *Business and Professions Code* Section 17200, *et seq.*, and/or the California Labor Code, including Labor Code section 1102.5; the California Fair Employment and Housing Act; the California Industrial Welfare Commission Wage Orders; and the California Private Attorneys General Act (“PAGA”); (4) which are related to or concern any violation of the CFRA or the FMLA or other leave statute; (5) which are related to allegations of sexual harassment, discrimination based on sex, retaliation, failure to prevent sexual harassment, failure to prevent retaliation, and wrongful termination, or; (6) which arose out of or are in any way connected with any transactions, occurrences, acts, omissions, loss, damage or injury whatsoever resulting from any act committed or omission made prior to the date of this Agreement (“Released Claims”).

It is Plaintiffs’ intention that their execution of this Agreement will forever bar every claim, demand, cause of action, charge, and grievance existing at any time prior to and through the date of execution of this Agreement against Defendants and any of the Released Parties. Because this is Plaintiffs’ intention, Plaintiffs expressly waive any and all rights and benefits conferred upon Plaintiffs by the provisions of Section 1542 of the California *Civil Code*. Section 1542 provides:

“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.”

It is also understood and agreed by Plaintiffs that this Release expressly includes settlement of Plaintiffs' claims, if any, for employment termination and/or retaliation and/or willful misconduct, and therefore, expressly precludes them from filing any additional petitions for supplemental benefits under California *Labor Code* sections 132(a) and 4553. Plaintiffs understand and agree that they shall not file such a petition in any Workers' Compensation proceeding for alleged retaliation or serious and willful misconduct and they expressly agree that they shall, in any Compromise and Release entered into for any Workers' Compensation proceeding, provide for the compromise and release of any and all claims against Defendants under California *Labor Code* sections 132(a) and 4553.

Plaintiffs understand that the General Release does not release any claims that they cannot lawfully release, including any rights to Workers' Compensation, unemployment, or indemnity under Labor Code section 2802. Plaintiffs represent that they have not filed any action, claim, charge, or complaint other than what is referenced in the Recitals above against any Released Party, with any local, state, or federal agency or court.

Plaintiffs are not waiving any right that cannot be waived by law. Plaintiffs are not waiving the right to file a charge or participate in an administrative investigation or proceeding with the Equal Employment Opportunity Commission ("EEOC") and similar state and local government agencies. Plaintiffs will not accept individual monetary or equitable relief for themselves as to these claims. Plaintiffs have not and will not endeavor to obtain any judgments against Defendants.

5. RELEASE OF FEDERAL AGE-RELATED CLAIMS

Plaintiffs, for themselves and for their heirs, family members, executors, attorneys, administrators, successors, and assigns, do hereby fully and forever release and discharge

Defendants and the Released Parties, of and from any and all claims, demands, causes of action, charges and grievances, of whatever kind or nature, whether known or unknown, suspected or unsuspected, which Plaintiffs now own or hold or have at any time before this date owned or held against any of them, arising out of any claim(s) of age discrimination under federal law or state law, including the federal Age Discrimination in Employment Act (including the Older Workers Benefit Protection Act). This Release does not prohibit Plaintiffs from filing any ADEA-related charges with any governmental administrative agency as long as Plaintiffs does not personally seek reinstatement, damages, remedies, or other relief as to any claim that Plaintiffs have released, any right to which Plaintiffs hereby waives.

**A. PERIOD FOR REVIEW AND CONSIDERATION OF
AGREEMENT**

Plaintiffs confirm that they have been given twenty-one (21) days to review and consider this Agreement before signing it. Plaintiffs understand that they may use as much or as little of this period as they wish prior to signing the Agreement.

B. PLAINTIFFS' RIGHT TO REVOKE AGREEMENT

In order to comply with the Older Workers Benefits Protection Act (29 U.S.C. section 626(f)) and effectuate the release by Plaintiffs of any potential claims under the Federal Age Discrimination in Employment Act, as described in this Paragraph, Plaintiffs agree as follows. Plaintiffs specifically acknowledge that they are waiving and releasing any rights they may have under the Age Discrimination in Employment Act of 1967 ("ADEA") in exchange for the consideration paid. Plaintiffs acknowledge that the consideration given for this waiver and release is in addition to anything of value to which they were already entitled. They have carefully reviewed this Agreement and understand the terms and conditions it contains. By entering into this

Agreement, they are giving up potentially valuable legal rights and they intends to be bound by all the terms and conditions set forth in this Agreement. They are entering into this Agreement freely, knowingly, and voluntarily. Plaintiffs have been advised to consult legal counsel, and have done so, before executing the Agreement. Plaintiffs do not waive any rights or claims that may arise after the date this agreement is executed. If this Agreement is signed by Plaintiffs and returned to defense counsel within the time specified in this paragraph, Plaintiffs may revoke this Agreement within seven (7) calendar days after Plaintiffs sign this agreement. Revocation must be made by delivering a written notice of revocation to April 29, 1992, LLC's counsel, which must be received no later than the close of business on the seventh calendar day (or next business day thereafter, if the seventh calendar day is not a business day) after Plaintiffs sign this Agreement.

Notice to April 29, 1992, LLC for purposes of this Agreement shall be effective if and only if it is delivered within the revocation period set forth above by one or more of the following means: (a) personally; (b) by overnight courier; or (c) by registered mail to:

ATTN: David L. Martin, Esq.
Martin Law Firm, PC
19800 MacArthur Boulevard, Suite 680
Irvine, CA 92612

6. MEDI-CAL, MEDICARE, AND SOCIAL SECURITY LIENS AND BENEFITS

Plaintiffs represent and warrant that they are not presently eligible to collect nor are they currently collecting Medicare or Social Security Disability Insurance. Plaintiffs also represent and warrant that they have not submitted a request to Medicare seeking benefits for any damages, conditions, or injuries related in any manner to the claims made and settled in the subject action.

Plaintiffs represent and warrant that they do not have a reasonable expectation of enrollment in Medicare within the next thirty months. They also represent and warrant that they have not applied for Social Security Disability Insurance, nor does they have plans to apply for

Social Security Disability Insurance, in connection with any damages, conditions, or injuries related in any manner to the claims made and settled in the subject action.

Plaintiffs warrant and represent that they presently are not, nor have they ever been enrolled in the Medicare Program, including but not limited to Medicare Part A and Part B. Plaintiffs and their counsel represent and warrant that any information provided to the Parties for confirmation of Plaintiffs' Medicare status, including Plaintiffs' respective names, genders, dates of birth, and Social Security Numbers, are complete, accurate, and current as of the date of this Agreement. Plaintiffs further represent and warrant that they have no claim for Social Security Disability benefits nor are they appealing or re-filing for Social Security Disability benefits.

Plaintiffs represent and warrant that no portion of any expenses incurred to date in connection with the claims made and settled in the subject action have been paid, or are reasonably expected to be paid, pursuant to any health insurance program provided, or funded in whole or in part, by Medicare or Medicaid. Plaintiffs also represent and warrant that they do not have end stage renal disease or Lou Gehrig's disease.

Plaintiffs acknowledge and agree that it is their responsibility and not the responsibility of Defendants or the Released Parties to allocate the settlement proceeds herein provided and reimburse Medi-Cal for any payments made by Medi-Cal on behalf of Plaintiffs that arises from Plaintiffs' Claims as described herein.

Plaintiffs specifically warrant and represent that any and all payments, liens, claims, and subrogated interests of whatever nature or character asserted or potentially asserted by Medi-Cal and/or persons or entities acting on behalf of Medi-Cal (hereinafter "Medi-Cal Claims") arising from or related to the matters forming the basis of Plaintiffs' Claims have been, or will be, resolved and satisfied prior to the receipt of any settlement funds.

Plaintiffs agree to indemnify and hold harmless Defendants, the Released Parties, and their respective attorneys from any and all Medi-Cal Claims that have been or may in the future be related to, arise out of, or are in connection with payments by Medi-Cal that relate to Plaintiffs' claims as described herein. This indemnification obligation includes all damages and costs incurred by Defendants, the Released Parties, and their respective attorneys, including but not limited to attorney's fees, fines, penalties, multipliers, costs, interest, expenses, and judgments that relate to Plaintiffs' claims as described herein. In agreeing to the Settlement Agreement and Release, Defendants are relying upon the representations and warranties of Plaintiffs regarding Medi-Cal.

Plaintiffs have been apprised of their right to seek assistance from legal counsel or directly from the Social Security Administration or other government agencies regarding the impact this Release may have on Plaintiffs' current or future entitlement to Social Security or other governmental benefits. Plaintiffs acknowledge that acceptance of these settlement funds may affect Plaintiffs' right to other governmental benefits, insurance benefits, disability benefits, or pension benefits.

For purposes of this provision, the following definitions apply:

1. "Conditional Payments" shall have the meaning ascribed to it under the MSP Statute and implementing regulations.
2. "MMSEA" means the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173), which, in part, amended the Medicare Secondary Payer statute at 42 U.S.C. § 1395y(b)(7) and (8). This portion of MMSEA is referred to herein as "Section 111 of MMSEA".

3. “MSP Statute” means the Medicare Secondary Payer (“MSP”) statute. 42 U.S.C. § 1395y(b).

Plaintiffs represent and warrant that no Medicaid payments have been made to or on behalf of Plaintiffs arising from or related to any Released Claims. Plaintiffs and Plaintiffs’ counsel, to the best of their knowledge, represent and warrant that no Medicaid payments have been made to or on behalf of Plaintiffs and that no liens, claims, demands, subrogated interests, or causes of action of any nature or character exist or have been asserted arising from or related to any Released Claims. Plaintiffs and their counsel further agree that Plaintiffs, and not the Released Parties, shall be responsible for satisfying all such liens, claims, demands, subrogated interests, or causes of action that may exist or have been asserted or that may in the future exist or be asserted with respect to the Released Claims.

Plaintiffs agree to indemnify and hold harmless the Defendants, the Released Parties, and their respective attorneys from any claims of, or rights of recovery as a result of any future payment which may be made by Medicare or any other entity for or on behalf of Plaintiffs for such future care. Plaintiffs agree to hold harmless the Defendants and the Released Parties for any loss of Medicare benefits or Social Security benefits Plaintiffs may sustain as a result of this Agreement. In addition, Plaintiffs agree, as part of this Agreement, to release any right to bring any possible future action under the Medicare Secondary Payer Statute against the Defendants and the Released Parties.

Plaintiffs agree to indemnify and hold harmless the Defendants, the Released Parties, and their respective attorneys from any and all claims, demands, liens, subrogated interests, and causes of action of any nature or character that have been or may in the future be asserted by Medicare and/or persons or entities acting on behalf of Medicare, or any other person or entity, arising from

or related to this Agreement, the payment of the Settlement Sum, any Conditional Payments made by Medicare, or any medical expenses or payments arising from or related to any claim released herein that is subject to this Agreement or the release set forth herein, including but not limited to: (a) all claims and demands for reimbursement of Conditional Payments or for damages or double damages based upon any failure to reimburse Medicare for Conditional Payments; (b) all claims and demands for penalties based upon any failure to report, late reporting, or other noncompliance with or violation of Section 111 of MMSEA that is based in whole or in part upon late, inaccurate, or inadequate information provided to the Released Parties by Plaintiffs or upon any failure of Plaintiffs to provide information; and (c) all Medicaid liens. This indemnification obligation includes all damages, double damages, fines, penalties, attorneys' fees, costs, interest, expenses, and judgments incurred by or on behalf of the Released Parties in connection with such claims, demands, subrogated interests, or causes of action.

7. TAX LIABILITY

April 29, 1992, LLC's payments to Plaintiffs described above in paragraph 1 represent a compromise of Plaintiffs' claims against the Released Parties. Plaintiffs recognize that April 29, 1992, LLC is not withholding any federal or state income taxes, FICA, or any other type of payroll deduction from the First and Second Payments and that no FICA contribution is being made by Plaintiffs on such payments. Plaintiffs agree that any liability for state or federal income tax payments or penalties arising from said payments shall be Plaintiffs' individual and sole responsibility. Plaintiffs agree to indemnify and to hold harmless the Released Parties from any and all actions, claims or demands brought by any tax or other authority based upon Plaintiffs' tax obligations arising from the settlement payment to be made pursuant to this Agreement, and agree specifically to reimburse April 29, 1992, LLC for any taxes, interest, and penalties that it pays and

for the costs, legal fees, and any other expenses incurred by April 29, 1992, LLC as a result of any such actions, claims, or demands which are reasonable and necessary.

Plaintiffs understand and agree that April 29, 1992, LLC is neither providing tax nor legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement. Plaintiffs further understand and agree that the Released Parties will have no obligation to defend any action brought against Plaintiffs by any taxing authority.

8. CONFIDENTIALITY

a. Plaintiffs hereby state, represent, warrant, and agree that the terms and conditions of this Agreement and each and every document and communication regarding this Agreement, including, but not limited to, the fact of and the amount of the payment required herein, the existence of this Agreement, the subject matter, the employer's confidentiality and proprietary trade secrets and other information, the settlement negotiations, the terms and conditions of the settlement, and the underlying facts and legal arguments of the parties' Released Claims and defenses, are strictly confidential. Plaintiffs agree that they will not seek nor promote publicity nor cooperate in any efforts to promote or publicize any of the terms or conditions of this Agreement, including, but not limited to, the fact of and the amount of any of the payments required herein.

b. Plaintiffs further agree that, except as provided in this paragraph, they will not: (1) communicate, discuss, disclose, disseminate, or publish the amount of the payment made by April 29, 1992, LLC; or (2) communicate, discuss, disclose, disseminate, or publish the fact that Plaintiffs have received a payment in any amount from April 29, 1992, LLC as a result of this Agreement. Upon inquiry, Plaintiffs shall respond in substance by stating only that "this matter has been resolved."

c. Plaintiffs expressly agree that they have received full and fair consideration for the promises made in this Agreement. Notwithstanding the foregoing, Plaintiffs may communicate the terms of this Agreement if compelled by subpoena or as otherwise required by law or a court of competent jurisdiction. Plaintiffs may also communicate the terms of this Agreement to their legal counsel, spouse or domestic partner, tax or financial advisors and accountants, and government tax authorities, including, but not limited to, the federal Internal Revenue Service and the California Franchise Tax Board, provided that they first advise them of the confidentiality provisions of this Agreement and secures their agreement not to communicate, discuss, disclose, disseminate, or publish the terms and conditions of this Agreement.

d. Nothing herein shall prevent Plaintiffs from disclosing factual information relating to a claim of criminal conduct or sexual assault, sexual harassment, workplace harassment or discrimination, failure to prevent workplace harassment or discrimination, or an act of retaliation against a person for reporting or opposing harassment or discrimination.

e. Plaintiffs also agree that they will not hereafter file, or cause to be filed, or otherwise voluntarily participate in the filing, investigation and/or prosecution of any other charges, complaints, petitions, or accusatory pleadings brought by any other person in any court or with any governmental agency in which Defendants or any other party released herein are named as a Defendant or responding party and will not testify unless compelled by a subpoena or lawful court order.

f. If any action is brought to enforce any portion of the confidentiality requirements contained herein, the prevailing party shall be entitled to all reasonable attorneys' fees and costs incurred in such action.

g. Plaintiffs acknowledge that they did not experience any sexual harassment during

their employment with April 29, 1992, LLC. Plaintiffs also acknowledge that they did not make a complaint about sexual harassment during their employment with April 29, 1992, LLC. Plaintiffs further acknowledge that they have not alleged a cause of action for sexual harassment against Defendants at any point in time.

h. No part of this confidentiality provision is intended to infringe on Plaintiffs' Section 7 rights under the National Labor Relations Act (NLRA).

9. NON-DISPARAGEMENT

Plaintiffs represent that they will not, either orally or in writing, make defamatory or otherwise injurious statements concerning Defendants (including, but not limited to, April 29, 1992, LLC's employees, members, and officers), related third parties, or any of the other Released Parties.

This provision is a material, essential, and indispensable condition of this Agreement.

Notwithstanding the foregoing, Plaintiffs retain existing legal rights under applicable law or regulations, and this non-disparagement provision does not extend to the following: including, but not limited to, Section 7 rights under the NLRA and the right to disclose unlawful acts in the workplace, including sexual harassment, in certain non-negotiated settlement agreements, and a valid court order, subpoena, or written request from an administrative agency or the legislature.

10. LIQUIDATED DAMAGES

Plaintiffs understand that Sections 8 and 9 are essential to this Agreement and that, in the event of a breach of these provisions, damages would be difficult, if not impossible, to quantify. Therefore, it is understood and agreed that in the event of a breach of Section 8 or 9, Defendants will be awarded Three Thousand Dollars (\$3,000.00) per violation as damages and not as a penalty, upon a finding by a judicial or arbitration tribunal. The prevailing party shall be entitled to all reasonable attorney's fees and costs incurred in recovering these damages.

11. COLLECTIVE/CLASS ACTION WAIVER

In exchange for the consideration set forth herein, Plaintiffs waive any right or ability to be a class or collective action representative. In addition, Plaintiffs waive any right or ability to otherwise participate or receive any individual recovery in any Private Attorneys General Act, putative or certified class, collective or multi-party action or proceeding, or representative action in which Defendants or any other Released Party identified in this agreement is a party. Plaintiffs covenant and agree that they will not file, or cause to be filed a civil complaint in which they seek recovery under the Private Attorneys General Act.

12. MAINTAINING CONFIDENTIALITY AND RETURN OF PROPERTY

Plaintiffs agree to keep the terms of this Agreement confidential and to not disclose them except to Plaintiffs' spouses, tax advisors, or any attorneys with whom Plaintiffs choose to consult regarding Plaintiffs' consideration of this Agreement and/or to any federal, state, or local government agency.

Plaintiffs affirm that they have returned to Defendants all of Defendants' property (including passwords to access such property), Confidential Information (defined below), and documents and information of any kind created, disseminated, promulgated, or otherwise belonging to Defendants in Plaintiffs' control, custody, or possession, including any originals or copies of Defendants' documents or materials (other than documents or materials involving Plaintiffs' benefit information), including electronic copies, whether or not such documents or materials were drafted by Plaintiffs or contain confidential or proprietary or non-public information. In short, Plaintiffs affirms that Plaintiffs no longer has in Plaintiffs' control, custody, or possession any of Defendants' property, including any of Defendants' Confidential Information (defined below), as of the Separation Date. Plaintiffs also affirms that Plaintiffs are in possession

of all of Plaintiffs' property that Plaintiffs had at Defendants' premises and that Defendants are not in possession of any of Plaintiffs' property.

During Plaintiffs' alleged employment with the April 29, 1992, LLC, Plaintiffs had access to certain trade secrets and confidential information of the Defendants and/or the Defendants' clients. Such trade secrets and confidential information include customer lists (names, address, and identity of Defendants' current and potential customers); customer information; marketing plans; financial information; strategy; processes; research; techniques; formulas; pricing and fee information; and the like ("Confidential Information"). Plaintiffs agree that Plaintiffs have and shall continue to maintain the confidentiality of the Confidential Information. Specifically, Plaintiffs acknowledge that Plaintiffs have not and will not disclose any Confidential Information to anyone outside of the Defendants. Plaintiffs acknowledge that the aforementioned Confidential Information shall not be used by Plaintiffs or disclosed to other individuals or entities for any reason, except that Plaintiffs may use Confidential Information only in connection with Plaintiffs' performance of Plaintiffs' job duties for April 29, 1992, LLC. Plaintiffs acknowledge that any breach of the foregoing will constitute a violation of the law, including, but not limited to, California's Uniform Trade Secrets Act, Civil Code section 3426, *et. seq.* Relief sought for such violations includes, but is not limited to, the following: an injunction, an award of actual damages, restitution, and/or disgorgement, treble damages, and attorney's fees and costs.

13. REPRESENTATIONS BY PLAINTIFFS AND THEIR COUNSEL

Plaintiffs promise and agree to (1) Stop and/or refrain from pursuing any PAGA and class claims against the Released Parties; and (2) Take all steps necessary to have the pending PAGA and class claims dismissed without prejudice, and to have Plaintiff's individual claims dismissed

with prejudice. Plaintiffs covenant not to take any steps in the future to proceed with any PAGA claims or class claims against any of the Defendants or the Released Parties.

Plaintiffs and their counsel represent and agree that they have no current intention of asserting any other claims against Defendants or the Released Parties in any judicial or administrative forum, including but not limited to any PAGA or class claims.

Plaintiffs and their counsel also represent and agree that they do not currently know of or represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendants or the Released Parties and have no current intention of seeking out any persons to pursue litigation or seek recovery against Defendants or the Released Parties.

Plaintiffs and their counsel further represent and agree that they do not currently intend to replace Named Plaintiff with another class or PAGA representative in any class or PAGA proceedings against Defendants or the Released Parties.

14. CONTINUING COOPERATION

Plaintiffs shall cooperate with and assist April 29, 1992, LLC (including making Plaintiffs available at reasonable times and places to meet with the Defendants' counsel and be available for deposition and/or trial testimony) so as to communicate truthfully to April 29, 1992, LLC in connection with any matters related to Plaintiffs' alleged employment by April 29, 1992, LLC or about which Plaintiffs are knowledgeable. Cooperation also includes maintaining and not deleting any documents, records, email, or text messages related to any matter for which Plaintiffs have been directed by the Defendants to retain records; Plaintiffs understand that the Defendants are expressly relying on their representations and that this Agreement is conditioned on the fact that Plaintiffs have not deleted such materials in the past and will not do so going forward.

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15. ATTORNEY'S FEES AND COSTS

Nothing in this Agreement, nor the existence of this Agreement, shall be interpreted to render Plaintiffs the prevailing party for any purpose, including, but not limited to, an award of attorney's fees and costs. The Parties agree that each party shall bear its own attorney's fees and costs.

16. WAGES AND COMPENSATION

Plaintiffs warrant and affirm, under penalty of the laws of perjury, that with the execution of this Agreement, they have timely and properly reported all time that Plaintiffs worked for April 29, 1992, LLC and that they have received all wages and compensation based to their relationship with any of the Defendants, including but not limited to all wages, salary, bonuses, commissions, vacation, overtime, business expense reimbursement, premiums, and any other payment due to Plaintiffs because of their employment with any of the Defendants. Plaintiffs agree that they will not participate in any capacity in any class action, collective action, representative action, other lawsuit, or administrative action.

17. NO RE-ESTABLISHMENT OF EMPLOYMENT

Any employment relationship between Plaintiffs and April 29, 1992, LLC has ended. The issuance of checks as part of this Agreement, does not, for any reason, re-establish Plaintiffs' status as employees.

18. ON-THE-JOB INJURY

Plaintiffs certify that they have not experienced a job-related illness or injury for which they have not already filed a claim.

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19. SEVERABILITY

If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

20. ASSIGNMENT OF CLAIMS

Plaintiffs hereby represent and warrant that they have not assigned, transferred, or purported to assign or transfer to anyone or any entity any claims, assertions of claims, demands, actions, causes of action, or suits based upon, arising out of, pertaining to, concerning, or connected with any other matters herein released. Plaintiffs agree to defend, indemnify, and hold harmless Defendants against any claim, demand, damage, debt, liability, account, action, cause of action, attorneys' fees actually paid or incurred, cost, or expense arising out of or in connection with any such transfer, assignment or purported or claimed transfer or assignment.

a. INTEGRATION CLAUSE

This Agreement constitutes and contains the entire agreement and understanding between the Parties and supersedes and replaces all prior negotiations and agreements proposed or otherwise, whether written or oral, concerning the subject matter of this Agreement. This is an integrated document.

21. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the respective Parties hereto, their respective legal successors, heirs, administrators, executors, assigns and each of them.

22. CAPTIONS

The captions utilized herein have been inserted solely for identification and reference purposes only and shall not be used in the construction or interpretation of this Agreement.

23. NON-ADMISSION OF LIABILITY

Plaintiffs acknowledge that the consideration detailed herein does not constitute an admission of liability, express or implied, on the part of Defendants with respect to any fact, matter, or event alleged in the Complaint or in any underlying events or incidents. Plaintiffs acknowledge that Defendants are providing them with the above-recited consideration solely for the purpose of resolving any and all controversies and disputes, known and unknown, between Plaintiffs and Defendants.

Plaintiffs acknowledge that David Hillary is not a member or owner of April 29, 1992, LLC. Plaintiffs also acknowledge that neither David Hillary nor Ariel Vromen were their employers at any point in time.

24. JOINT DRAFTING

Plaintiffs and Defendants agree and understand that this Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

25. ENFORCEMENT OF AGREEMENT

In the event any legal action or other proceeding is brought to enforce or interpret any term of this Agreement, or because of an alleged breach, default, dispute, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and all reasonable litigation related costs and expenses incurred in that action or other proceeding, regardless of whether applicable law authorizes, is silent about,

or prohibits them (including costs taxable as court costs by applicable rule or statute, and all other litigation costs reasonably incurred and reasonable in amount, including but not limited to deposition transcript copies, expert witness fees, photocopying, lodging, mileage, meals, legal research fees, investigative fees and expenses, and discovery management and storage fees), in addition to any other relief to which he, or it may be entitled. The Parties agree that this Agreement shall be deemed admissible as evidence only in an action for breach of this Agreement. The Parties agree that the Agreement is not admissible as evidence in any other action for any purpose whatsoever.

26. FACSIMILIE/ELECTRONICALLY TRANSMITTED SIGNATURES

A signed facsimile/electronically signed transmitted version of this Agreement by either party shall have the same force and effect as a signed original of this Agreement. This Agreement may be signed in separate counterparts, which together shall constitute one instrument.

27. WAIVER

No term or condition of this Agreement may be waived except in a writing signed by the party to be bound thereby.

28. ADMISSIBILITY OF AGREEMENT

This Agreement is admissible and subject to disclosure for the purpose of enforcing this Agreement pursuant to California *Code of Civil Procedure* section 664.6, or any other procedure permitted by law.

29. MODIFICATION

This Agreement may not be amended, except in writing signed by the Parties hereto.

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30. VOLUNTARY EXECUTION

The Parties acknowledge that they have executed this Agreement knowingly, voluntarily, and without coercion. The Parties further acknowledge that they have been advised and provided the opportunity to seek the advice of independent legal counsel. Plaintiffs sign this Agreement without reliance upon any representation by Defendants outside of the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Confidential Settlement Agreement and Release on the dates indicated below.

Dated: _____

PLAINTIFF CHRISTIAN SANCHEZ

Christian Sanchez

Dated: _____

PLAINTIFF ROBERT ARELLANO

Robert Arellano

Dated: _____

PLAINTIFF ROBERT DUKE

Robert Duke

Dated: _____

PLAINTIFF PAUL MENCHACA

Paul Menchaca

///

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Dated: _____

PLAINTIFF DANIEL SHINJO

Daniel Shinjo

Dated: _____

PLAINTIFF SCOTT VOSTAD

Scott Vostad

Dated: _____

PLAINTIFF ELVIRA GUTIERREZ

Elvira Gutierrez

Dated: _____

DEFENDANT APRIL 29, 1992, LLC

By:

Dated: _____

DEFENDANT ARIEL VROMEN

Ariel Vromen

Dated: _____

DEFENDANT DAVID HILLARY

David Hillary

///

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///

Dated: _____

HARRIS & RUBLE, PC

Alan Harris
David Garrett
Attorneys for Plaintiffs

Dated: _____

MARTIN LAW FIRM, PC

David L. Martin
Kaitlin J. Hall
Attorneys for Defendants