

Exhibit 1

MICHAEL R. NEWHOUSE (SBN 211204)
SUZANNE M. HENRY (SBN 204772)

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NEWHOUSE LAW GROUP, PC
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Attorneys for Defendants
COWBOY JACK, INC., a California
Corporation
ROBERT MATTHEW KERCHNER, an
individual
MICHAEL ROBERT ELLIOTT, an individual

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CENTRAL DISTRICT - SPRING STREET COURTHOUSE

ROBERT GOLDEN, an individual,
individually and on behalf of all other similarly
situated

Plaintiffs,

vs.

COWBOY JACK, INC., a California
Corporation; ROBERT MATTHEW
KERCHNER, an individual; MICHAEL
ROBERT ELLIOTT, an individual; and DOE1
through and including DOE 10,

Defendants.

CASE NO: 22STCV07050
[RELATED CASE NO: 21STCV30959]

Assigned to Hon. Lawrence P. Riff, Dept. SSC-
7

OFFER TO COMPROMISE
(Code of Civil Procedure §998)

Complaint filed: 2/25/2022
Trial Date: NONE

1 **TO PLAINTIFF ROBERT GOLDEN AND TO HIS ATTORNEYS OF RECORD:**

2 Pursuant to Code of Civil Procedure § 998, Defendants Cowboy Jack, Inc., Robert
3 Matthew Kerchner and Michael Robert Elliot collectively offer to pay to Plaintiff, in exchange for
4 dismissal of this action with prejudice, the sum of thirty three thousand six hundred seventy five
5 dollars and forty six cents (\$33,675.46) inclusive of costs pursuant to Code of Civil Procedure
6 §1032 and reasonable attorneys' fees, in satisfaction of all claims alleged by Plaintiff in this
7 action.

8 You may indicate your acceptance of this offer by signing the statement to that effect set
9 forth below.

10 NEWHOUSE LAW GROUP, PC

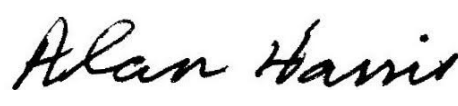
11
12 DATED: September 2, 2022

13 By: 
14 Attorneys for Defendants
15 COWBOY JACK, INC., a California
16 Corporation
17 ROBERT MATTHEW KERCHNER, an
18 individual
19 MICHAEL ROBERT ELLIOTT, an individual

20 **Plaintiff accepts the above offer on the terms stated.**

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22 DATED: September 2, 2022

23 HARRIS & RUBLE

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25 Alan Harris
26 Attorneys for Plaintiff Robert Golden
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On September 2, 2022, I served the foregoing document described as **OFFER TO COMPROMISE (CODE OF CIVIL PROCEDURE §998)** on the parties by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

☒ **BY ELECTRONIC SERVICE via CaseAnywhere:** I caused the above-referenced document(s) to be served through CaseAnywhere, for the above-entitled case, to the parties as indicated in the attached Service List. Upon completion of transmission of said document(s), a receipt is issued acknowledging receipt and service by CaseAnywhere. A copy of CaseAnywhere 's receipt will be maintained with the original document(s) in our office.

☒ **BY ELECTRONIC MAIL:** I caused the document(s) to be sent to the person(s) at the electronic notification address(es) listed above via anastasia@newhoucelawgroup.com; mnewhouse@newhoucelawgroup.com, shenry@newhoucelawgroup.com, or vwatson@newhoucelawgroup.com.

I declare under penalty of perjury that the foregoing is true and correct. Executed on September 2, 2022 at Los Angeles, California.

ANASTASIA DRANNIKOVA

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SERVICE LIST

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individual, individually and on behalf of all other
similarly situated