

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release ("Agreement") is made and entered into by Jennifer Tyner ("Plaintiff"), on the one hand, and American Meals, Inc. ("Defendant"), on the other hand (hereinafter collectively "the parties"), with reference to the following facts.

A. On or about May 3, 2016, Plaintiff filed a civil Private Attorneys General Act lawsuit against American Meals, Inc. in Merced County Superior Court, Case No. 16CV-01252. On or about August 3, 2016, Plaintiff filed another civil complaint submitted to arbitration with Judicate West, Case No. S224840, alleging claims for wrongful termination in violation of public policy and retaliation.

B. Defendant denies all of Plaintiff's allegations and denies that it has any legal or equitable responsibility for the damages, wages, or penalties alleged by Plaintiff.

C. Plaintiff and Defendant desire to compromise, settle and release all claims arising out of and related to Plaintiff's employment with Defendant, and any and all other claims, whether known or unknown, arising out of or based on any fact, matter or event which occurred prior to the date of this Agreement.

NOW, THEREFORE, in consideration of the covenants set forth below, the parties hereto agree as follows:

1. Payment of Money

In consideration for the execution of the general release, dismissal of her claims with prejudice, and other representations by Plaintiff herein, Defendant agrees to pay Plaintiff \$20,000 in the form of a check made out to the "Attorney-Client Trust Account of Makarem & Associates APLC." Defendant will pay the sum described above within thirty (30) days after

defense counsel's receipt of an executed copy of the Agreement by Plaintiff. The payment will be reported to the Internal Revenue Service and all applicable state or local taxing authorities by means of a Form 1099 as income to the Plaintiff. Plaintiff agrees that her portion of the Settlement Sum compensates her for all economic damages, personal injuries, injuries to reputation, and emotional pain and suffering allegedly caused by Defendant's conduct.

2. Release of All Claims

Plaintiff, for herself and for her heirs, executors, administrators, successors, and assigns, hereby fully and forever releases and discharges Defendant, and its present and former partners, shareholders, members, employees, agents, directors, officers, attorneys, insurers, reinsurers, predecessors, successors, assigns, heirs, executors, administrators (including, but not limited to, Shamiya and Ray Hussain), and related entities, and all other persons, firms, corporations, associations, partnerships, or entities having any legal relationship to each other 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 Plaintiff now owns or holds or has at any time before this date owned or held against Defendant, including, but not limited to, any and all claims, charges, demands and causes of action: (1) which arose out of or are in any way connected with Plaintiff's employment for Defendant or the termination of Plaintiff's employment with Defendant; (2) which are related to or concern any law, including, but not limited to: (i) discrimination under local, state or federal law based on age, sex, race or any other category protected by any such law, including, but not limited to, claims, demands or actions relating thereto, arising under the United States or State of California Constitutions; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Americans With

Disabilities Act; the Family and Medical Leave Act; the California Fair Employment and Housing Act; the California Family Rights Act; and any other federal, state or local statute, ordinance or regulation; (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, invasion of privacy, breach of employment contract, fraud or negligent misrepresentation, intentional interference with contractual relations and prospective economic advantage, and other torts; and (iii) failure to pay wages; (3) violation of *California Business and Professions Code* Section 17200, *et seq.*, and/or the *California Labor Code*; or (4) 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.

2. California Civil Code Section 1542 Waiver.

It is Plaintiff's intention that Plaintiff's execution of this Agreement will forever bar every claim, demand, cause of action, charge and grievance against Defendant existing at any time prior to and through the date of execution of this Agreement. Because this is Plaintiff's intention, Plaintiff expressly waives any and all rights and benefits conferred upon Plaintiff 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 Plaintiff that this Release expressly includes settlement of Plaintiff's claims, if any, for employment termination and/or retaliation and/or willful misconduct, and therefore, expressly precludes her from filing any additional petitions for

supplemental benefits under California *Labor Code* sections 132(a) and 4553. Plaintiff understands and agrees that she shall not file such a petition in any Workers' Compensation proceeding for alleged retaliation or serious and willful misconduct and she expressly agrees that she shall in any Compromise and Release entered into any Workers' Compensation proceeding, provide for the compromise and release of any and all claims against Defendant under California *Labor Code* sections 132(a) and 4553.

Plaintiff understands that the General Release does not release any claims that she cannot lawfully release. This General Release does not prohibit Plaintiff from filing a charge with any governmental administrative agency, such as the EEOC or DFEH, 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.

4. Dismissal of Action.

Plaintiff agrees to take all actions necessary to dismiss the Action against Defendant, with prejudice, as soon as possible after this Agreement becomes effective, including, but not limited to, filing a Notice of Settlement and Request for Dismissal with the California Superior Court, County of Merced.

5. Tax Liability

Defendant's payment to Plaintiff described above in paragraph 1 represents a compromise of Plaintiff's claims against Defendant. Plaintiff recognizes that Defendant is not withholding any federal or state income taxes, FICA or any other type of payroll deduction from the Settlement Sum and that no FICA contribution is being made by Defendant on such payment. Plaintiff agrees that any liability for state or federal income tax payments or penalties arising

from said payment shall be Plaintiff's sole responsibility. Plaintiff agrees to indemnify and to hold harmless Defendant from any and all actions, claims or demands brought by any tax or other authority based upon Plaintiff's tax obligations arising from the payment to be made pursuant to this Agreement, and agrees specifically to reimburse Defendant for any taxes, interest and penalties paid by Defendant and for the costs, legal fees, and any other expenses incurred by Defendant as a result of any such actions, claims or demands.

6. Confidentiality

a. Plaintiff hereby states, represents, warrants, and agrees 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, are strictly confidential. Plaintiff agrees that she 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. Plaintiff further agrees that, except as provided in this paragraph, she will not: (1) communicate, discuss, disclose, disseminate, or publish the amount of the payment made by Defendant, or (2) communicate, discuss, disclose, disseminate, or publish the fact that Plaintiff has received a payment in any amount from Defendant as a result of this Agreement. Upon inquiry, Plaintiff shall respond in substance by stating only that "this matter has been resolved." Plaintiff expressly agrees that she has received full and fair consideration for the promises made in this Agreement. Notwithstanding the foregoing, Plaintiff may communicate the terms of this Agreement if compelled by subpoena or as otherwise required by law. Plaintiff may also

communicate the terms of this Agreement to her legal counsel, tax advisors and accountants, provided that Plaintiff 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.

7. Non-Disparagement

Plaintiff further represents that she will not, either orally or in writing, make defamatory or otherwise injurious statements concerning Defendant to any current or future employee or customer of Defendant. This provision is a material, essential and indispensable condition of this Agreement.

8. Liquidated Damages

Plaintiff understands that Paragraphs 6 and 7, above, are essential to this Agreement and that, in the event of a breach of one of these provisions, damages would be difficult, if not impossible, to quantify. Therefore, it is understood and agreed by Plaintiff that, in the event of a breach by her of Paragraph 6 or 7, Defendant will be awarded \$1,000 as damages and not as a penalty.

9. Knowledge, Capacity and Authority.

Plaintiff represent and warrant that she has had the opportunity to have counsel explain the contents of this Agreement to her if necessary. Plaintiff represents and warrants that she has the authority and capacity to execute this Agreement.

10. Wages and Compensation

Plaintiff further warrants and represents that she has received all wages and compensation due to her on account of her relationship with Defendant. Plaintiff further agrees that the

consideration set forth above constitutes the entire consideration provided to her under this Agreement and that she shall not seek any further compensation or consideration from the Released Parties, or any of them, or from any other person and/or entity for any other claimed damages, costs or attorneys' fees in connection with the claims encompassed and released by this Agreement

11. Waiver of Future Employment

Plaintiff will neither apply for employment with Defendant or any related entity nor seek reinstatement as an independent contractor of Defendant, or any Employer entity under common ownership or control, without a specific written invitation from the President/CEO of Defendant. The execution of this Agreement shall be good and sufficient cause to reject any application for employment or engagement with Defendant or any Employer entity under common ownership or control.

12. Neutral Reference

Defendant agrees that upon request by a third party wishing to inquire as to Plaintiff's former employment with Defendant, Defendant will provide only the dates worked and the last position held. Plaintiff will instruct all inquiring entities to direct such inquiries to Defendant's HR Department. Representations by any other individuals shall not be those of the Defendant.

13. 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.

14. Assignment of Claims

Plaintiff hereby represents and warrants that she has not heretofore assigned or 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. Plaintiff agrees to defend, indemnify and hold harmless Defendant 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.

15. 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.

16. Binding Effect

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

17. 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.

18. Non-Admission Of Liability

Plaintiff acknowledges that the consideration detailed herein does not constitute an admission of liability, express or implied, on the part of Defendant with respect to any fact, matter or event which may be involved in the Action or in any underlying events or incidents. Plaintiff acknowledges that Defendant is providing her with the above-recited consideration solely for the purpose of resolving any and all controversies and disputes, known and unknown, between Plaintiff and Defendant.

19. Attorneys' Fees and Costs

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

20. Counterparts

This Agreement may be signed in separate counterparts, which together shall constitute one instrument.

21. Facsimile Signatures

A signed facsimile version of this Agreement shall have the same force and effect as a signed original of this Agreement.

22. Choice of Law

This Agreement shall be construed in accordance with the laws of the State of California.

23. Waiver

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

24. Modification

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

DATED: July __, 2019

By _____
Jennifer Tyner

DATED: ^{August} ~~July~~ 16, 2019

By 
Ray Hussain
American Meals, Inc.

APPROVED AS TO FORM:

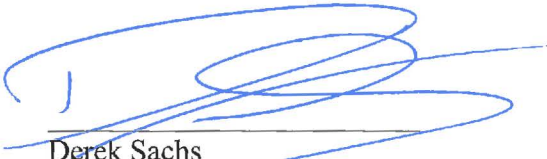
DATED: July __, 2019

MAKAREM & ASSOCIATES APLC

By _____
Gene Williams
Attorney for Plaintiff

DATED: ^{August} ~~July~~ 19, 2019

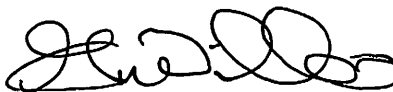
LEWIS BRISBOIS BISGAARD & SMITH LLP

By  _____
Derek Sachs
Attorney for Defendant

APPROVED AS TO FORM:

DATED: ^{August}~~July~~ 6, 2019

MAKAREM & ASSOCIATES APLC

By 
Gene Williams
Attorney for Plaintiff

DATED: ^{August}~~July~~ 19, 2019

LEWIS BRISBOIS BISGAARD & SMITH LLP

By 
Derek Sachs
Attorney for Defendant