

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Confidential Settlement Agreement and Release of All Claims (“Agreement”) is made and entered into by and between Defendant Yoshimura Research & Development of America, Inc. (“Defendant,” “Employer,” or “Company”) on the one hand, and Plaintiff Jazmin Flores (“Plaintiff,” “Employee,” or “Flores”) on the other hand. Defendant and Plaintiff shall be collectively referred to as “Parties,” or anyone generally in the singular shall be referred to as “Party.”

RECITALS

The Parties stipulate as follows:

- A. Employee currently provides no services for Company.
- B. On January 23, 2025, Plaintiff filed a Class Action Complaint in the action entitled *Jazmin Flores v. Yoshimura Research and Development of America, Inc.*, San Bernardino County Superior Court Case No. CIVRS2500498 (“Class Action”), thereby commencing a putative class action against Defendant.
- C. On May 5, 2025, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 Et Seq., commencing a representative action under PAGA against Defendant, entitled *Jazmin Flores v. Yoshimura Research and Development of America, Inc.*, San Bernardino County Superior Court Case No. CIVRS2503136 (“PAGA Action”).
- D. On July 16, 2025, pursuant to the joint stipulation of the Parties, the Court dismissed the class claims in the Class Action without prejudice, ordered that Plaintiff shall proceeding with her individual claims in arbitration (“Arbitration Action”), and further ordered that the Class Action be stayed in its entirety pending the completion of arbitration
- E. On February 19, 2026, the Parties mediated Plaintiff’s individual claims and the PAGA Action with Marc Feder, and reached an agreement to settle and resolve Plaintiff’s individual claims along with the PAGA Action.
- F. The Parties have settled the PAGA Action and are currently proceeding through the court approval process pursuant to a separate settlement agreement. ***This settlement is contingent upon approval of settlement by the Court in the PAGA Action. Should the Court not approve settlement in the PAGA Action, the instant agreement shall become completely void. Further, this Agreement does not encompass the resolution of the PAGA Action, which is subject to a separate agreement.***
- G. The Parties 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.

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

AGREEMENT

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

1. **NO ADMISSION OF LIABILITY.** This Agreement and compliance with this Agreement shall not be construed as any admission by the Parties of any liability whatsoever, or as an admission by the Parties of any violation of the Parties' rights, violation of any order, law, statute, duty, or contract, or any act of discrimination or harassment or retaliation whatsoever. The Parties specifically deny any liability against each other or any other person, and deny violation of any order, law, statute, duty or contract.

2. **CONSIDERATION.** As consideration for this Agreement, the Parties agree as follows:

The Company agrees to pay Thirty-Five Thousand Dollars (\$35,000.00) to Plaintiff for disputed claims and alleged damages. Of that amount, Three Thousand, Five Hundred Dollars (\$3,500.00) shall be paid as a wage check, minus typical and standard payroll deductions, reflecting claims of disputed lost wages. The remaining amount of Thirty-One Thousand, Five Hundred Dollars (\$31,500.00), shall be paid as a 1099 check to Plaintiff and Blackstone Law, APC—Client Trust Account, reflecting all other disputed claims for damages, attorneys fees, and costs. The checks shall be delivered to Alexandra Rose, Blackstone Law, APC, at 8383 Wilshire Boulevard, Suite 745, Beverly Hills, CA 90211.

The foregoing payments shall be collectively referred to as the "Settlement Amount." Plaintiff shall not be entitled to seek any further attorneys' fees or costs, as the Settlement Amount is in satisfaction of all such fees and costs.

The Settlement Amount shall only become due, owing and payable upon full and final approval of the settlement in the PAGA Action. Assuming that approval, the Settlement Amount is due with 30 days of the Effective Date in the PAGA Action. "Effective Date" is when the final approval of the PAGA Action settlement can no longer be appealed.

Within ten (10) business days of the receipt of the Settlement Amount, Plaintiff shall lodge with the court a dismissal with prejudice of the entire Class Action as against all Parties. ***An actual dismissal with prejudice of the Class Action is a material term of this Agreement.***

3. **PLAINTIFF'S RELEASE.**

a. Notwithstanding the provisions of Section 1542 of the Civil Code of the State of California, upon receipt and clearance of the Settlement Amount, Plaintiff hereby irrevocably and unconditionally releases and forever discharges Defendant, its affiliated or related companies, divisions, officers, directors, agents, attorneys, insurers, reinsurers, all past and current board members, all past and current employees, and all persons acting by, through, under, or in concert with Defendant (collectively, "Released Parties") from any and all charges, complaints, claims, and liabilities of any kind (including attorneys' fees, interest, expenses, penalties, and costs actually incurred) or of any nature whatsoever, known or unknown, suspected or unsuspected which Plaintiff now has or claims to have or which Plaintiff at any time heretofore had or claimed to have had, or which Plaintiff at any time hereafter may have or claim to have against Defendant and/or the Released Parties, without limitation, that are related to, arise from, or in any manner incidental to Plaintiff's past employment with the Company and termination of that employment relationship, prior to the execution of this Agreement (hereinafter referred to as "claim" or "claims").

b. In consideration of the monetary sum provided by Defendant, upon receipt and clearance of the Settlement Amount, Plaintiff hereby cancels, terminates, abrogates, discharges, waives, fully releases and forever discharges Defendant and Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action of any kind, whether known or unknown, which have been or could have been asserted against Defendant and/or Released Parties arising out of or related to all claims for damages of any kind, injuries/emotional distress, wages, overtime pay, pay for all time allegedly worked but not compensated, and all other claims of any kind for damages, wages, penalties, interests, costs and attorneys' fees arising from the alleged violation of any provision of the common law, any statutory law, California law and/or Federal law which was or could have been raised as part of Plaintiff's claims, including but not limited to claims under California Labor Code sections 201, 202, 204, 210, 218, 226.3, 432.5, 510, 512, 551, 552, 558, 1182, 1194, 1197, 1197.1, 1198, 2699, and 2802 and Business and Professions code sections 17200 *et seq.* that are related to, arise from, or in any manner incidental to Plaintiff's past employment with the Company and termination of that employment relationship, prior to the execution of this Agreement. Plaintiff agrees that, by settling her individual claims hereunder, and with exception of the to be settled PAGA Action, she is waiving any right for herself to act as any kind of PAGA representative for the claims herein against Defendant and/or Released Parties.

c. Nothing in this Agreement (including but not limited to the release of claims, promise not to sue, and confidentiality, cooperation, non-disparagement, and any other provision herein): (a) limits or affects Employee's right to challenge the validity of this release under the ADEA or the OWBPA; (b) prevents Employee from filing a charge or complaint with or from participating in an investigation or proceeding conducted by the EEOC, the National Labor Relations Board, the Securities and Exchange Commission, or any other federal, state or local agency charged with the enforcement of any laws, including providing documents or other information; (c) prevents Employee from exercising her rights under Section 7 of the NLRA to engage in protected, concerted activity with other employees, although by signing this release Employee is waiving her right to recover any individual relief (including backpay, frontpay, general damages of any kind, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by her or on her behalf by any third party, except

for any right Employee may have to receive a payment from a government agency (and not Defendant and/or Released Parties) for information provided to the government agency; (d) waives Employee's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of the Company, or on the part of the agents or employees of the Company, when Employee has been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature; (e) shall be construed to prevent the disclosure of factual information related to any acts of sexual assault, sexual harassment, workplace harassment or discrimination based on sex, failure to prevent an act of workplace harassment or discrimination based on sex, or act of retaliation against a person for reporting harassment or discrimination related to the Class Action and/or PAGA Action or waives Employee's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of the Employer, or on the part of the agents or employees of the Employer, when Employee has been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature; (f) precludes disclosure rights afforded under Code of Civil Procedure section 1001; (g) waives claims for unemployment or workers' compensation benefits; (h) waives claims for vested rights under ERISA-covered employee benefit plans as applicable on the date Plaintiff signs this Agreement; (i) waives claims that may arise after Plaintiff signs this Agreement; or (j) which cannot be released by private agreement..

4. **FINAL SETTLEMENT.** Plaintiff understands and agrees that the release contained in Paragraph 3 of this Agreement shall act as full and final release of all claims, known or unknown, whether or not ascertained, arising from or relating to the former and/or alleged employment relationship between Plaintiff and the Company, and the termination thereof, prior to the execution of this Agreement. Plaintiff expressly waives any rights or benefits available under section 1542 of the Civil Code of the State of California, which 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.

5. **ATTORNEYS' FEES AND COSTS.** Except as otherwise specified herein or as part of the Parties' settlement agreement in the PAGA Action, the Parties shall bear their own respective attorneys' fees and costs related to this Agreement and the alleged claims resolved herein.

5. **CLAIMS.** The Parties understand the word "claims" to include all actions, claims, and grievances, whether actual or potential, known or unknown, and specifically but not exclusively all claims arising out of Plaintiff's former employment with the Company, and separation thereof, prior to the execution of this Agreement, any alleged claim for other remuneration whatsoever, any alleged treatment while Plaintiff was last employed (alleged or otherwise) by the Company, any alleged discrimination, retaliation or harassment Plaintiff was subject to while last employed by the Company, the separation of Plaintiff's employment with the

Company, and any failure to provide compensation of any kind whatsoever including, but not limited to claims arising from alleged harassment, discrimination, retaliation, wrongful termination, breach of contract or the failure to pay wages owed or for failure to pay retirement or deferred compensation of any kind. All such claims, and all other claims that arose prior to execution of this Agreement, are forever barred by this Agreement and without regard to whether those claims are based on any other alleged breach of a duty arising in contract or tort or under statute and regardless of the forum in which it might be brought.

6. **AUTHORITY TO EXECUTE AGREEMENT.** Plaintiff represents and warrants that she has the sole right and exclusive authority to execute this Agreement on her behalf, that she understands the nature, quality and effect of signing this Agreement and that she has not sold, assigned, transferred or conveyed or otherwise dispensed of any claim or demand relating to her former employment with the Company, or separation thereof, or any other matter covered by this Agreement. Plaintiff further represents and warrants she is the sole and complete owner of the claims asserted herein, and no bankruptcy trustee owns, or has claim to, any such claims. Should any bankruptcy trustee later claim ownership to any claim alleged herein, Plaintiff agrees to fully defend, indemnify and hold harmless Defendant and the Released Parties in any claim or action related to any potential claim brought by a bankruptcy trustee.

7. **NO FURTHER ACTION.** With the exception of the PAGA Action, Plaintiff represents that she has not filed any complaints, claims, lawsuits, or actions against Defendant and/or Released Parties with any state, federal, or local agency, court, or any other forum, by reason of any claim, liability, or cause of action against Defendant and/or Released Parties, arising out of the relationship between the Parties, and the termination thereof, based upon facts known or unknown which may have occurred prior to the date of this Agreement. Plaintiff agrees that she will not do so at any time hereafter for any claims that are being released by this Agreement, and that if any agency or court assumes or maintains jurisdiction of any complaint, claim, lawsuit, or action against Defendant and/or Released Parties on behalf of Plaintiff, she will direct that agency or court to withdraw from or dismiss the matter with prejudice.

8. **TAX CONSEQUENCES.** It is understood that Defendant makes no warranties or guarantees with respect to the tax consequences, if any, resulting from the payments made under this Agreement. If the Internal Revenue Service or State Franchise Tax Board find any portion of these settlement amounts to be income, or otherwise taxable, Plaintiff agrees to pay any federal or state taxes determined to be owed by Plaintiff, if any, which are required by law to be paid with respect to this settlement. The Parties agree that Plaintiff will be solely responsible for the payment of all taxes due on the monies paid in this matter, except for the employer-side payroll taxes on the portion of the Settlement Payment allocated to wages.

9. **NONDISCLOSURE AND NONDISPARAGEMENT.** To the fullest extent allowed under the law, and subject to the limitations set forth above in paragraph 3.C., the Parties herein agree that the terms of this Agreement shall remain confidential and undisclosed to persons or entities not a party to this Agreement, with the exception of legal or tax counsel, Employee's spouse or unless compelled by law, or as set forth in this Agreement. The Parties, if asked by third parties about this Agreement may state "that the matter was resolved" but may not discuss the terms of this Agreement. However, should the Court request information and/or a copy

of this Agreement in the course of dismissing the Class Action and/or requesting approval of the settlement of the PAGA Action, the Parties will comply with the Court's request. Employee will direct all future prospective employers to direct employment inquiries to the Human Resources Manager ("HR Manager"), or that person's replacement if the current HR Manager is no longer employed by Company. In response to any inquiries about Employee's former employment with Company, the HR Manager or replacement, as the case shall be, shall state only Employee's dates of employment, position held and final rate of pay, except that Company shall provide any information required by, or compelled by, any applicable law.

10. **NO INDUCEMENT.** Each Party agrees that if the facts with respect to which this Agreement is executed are found hereafter to be different from the facts now believed by any Party, each Party expressly accepts and assumes the risk of such possible difference in facts, and agrees that this Agreement shall remain effective, notwithstanding such differences. Each Party declares and represents that this Agreement is entered into voluntarily and that no promise, inducement or other agreement not expressly contained herein has been made to induce this Agreement.

11. **SUCCESSORS.** This Agreement shall inure to the benefit of each Party hereto, its predecessors, successors, subsidiaries, affiliates, representatives, assigns, agents, partners, officers, directors, employees, insurers, attorneys, and personal representatives, past, present and future.

12. **MODIFICATION.** This Agreement may not be altered, amended or modified in any respect, except by in writing duly executed by both Parties.

13. **SOLE REMEDY.** Without prejudice to any rights or remedies the Parties may now or hereafter have against each other, the Parties waive any right they may have for a lawsuit for damages against any shareholder, partner, director, officer, or employee of each other, for any claim, cause of action, damage, costs, or expense, including attorney's fees, arising from, in connection with, or relating to, the terms and provisions of this Agreement or any breach thereof. Any disputes arising out of or related to the construction of this Agreement or any claimed violation of this Agreement after execution of this Agreement shall be submitted by the Parties to final, binding arbitration resolution.

14. **FAIR READING.** This Agreement is a result of the negotiations between the Parties, and will not be construed strictly against or in favor of any Party hereto. The Parties intend that this Agreement will be given a fair reading and reasonable construction in accordance with the intentions of the Parties and without regard to, or aid of Section 1654 of the California Civil Code.

15. **CONSTRUCTION.** Headings are used herein for convenience only and shall have no force or effect in the interpretation or construction of this Agreement. As used in this Agreement, the singular shall include the plural, the masculine, the feminine and neuter genders. The above-stated Recitals are incorporated into this Agreement by this reference.

16. **WAIVER/INVALID PROVISION.** Should any term, clause or provision of this Agreement be found to be waived or invalid, the validity of the remaining terms, clauses and provisions shall not be affected.

17. **FURTHER ASSURANCES.** The Parties each agree to make, execute, and deliver such other documents, and to undertake such other and further acts as may be reasonably necessary to carry out the intent of this Agreement.

18. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one Agreement.

19. **COMPLETE AGREEMENT.** This Agreement sets forth the final, complete, and exclusive statement of the Parties' agreement concerning Plaintiff's past employment relationship with the Company and any and all claims against Defendant and/or Released Parties. All prior agreements, understandings, oral agreements and writings are expressly superseded hereby and of no further force and effect.

20. **BREACH OF AGREEMENT.** In the event that either Party breaches any portion of this Agreement, the prevailing Party in an action to enforce this Agreement may recover from the other Party attorneys' fees and costs.

21. **SEVERABILITY.** The Parties agree that should any part of this Agreement except the release of claims in Sections 3 through 4, and the covenant not to sue in Section 7 of this Agreement, be found to be void or unenforceable by a court of competent jurisdiction, that determination will not affect the remainder of this Agreement. The Parties agree that should Section 9, relating to non-disparagement and non-disclosure, be found to be void or unenforceable, all remaining terms and conditions of this Agreement, including without limitation the release of claims in the above-referenced sections, shall remain in full force and effect.

22. **LEGAL REPRESENTATION.** The Parties represent and acknowledge that each of them has had the opportunity to be represented by legal counsel with respect to this Agreement and all matters covered by or related to this Agreement. Each Party has been fully advised with respect to all rights which are affected by this Agreement, has carefully read, and fully understands all the provisions of this Agreement, and voluntarily enters into this Agreement. The Parties shall bear their own costs and attorney's fees.

23. **PAGA SETTLEMENT.** Nothing in this Agreement shall bar or prevent Plaintiff from receiving her share of the settlement in the PAGA Action as set forth in the separate settlement agreement.

THE PARTIES REPRESENT THAT THEY FULLY UNDERSTAND THEIR RIGHT TO DISCUSS ALL ASPECTS OF THIS AGREEMENT WITH THEIR PRIVATE ATTORNEYS AND THAT THEY HAVE, PRIOR TO EXECUTING THIS DOCUMENT, FULLY INFORMED THEMSELVES OF ITS CONTENTS THROUGH ATTORNEYS, ADVISORS AND/OR

(b) 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 transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) 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.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Marc Feder. 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, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendant fail 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. This Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

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

For Plaintiff:



Jazmin Flores

Date: 08/05/2026

For Defendant:



Name: Yusaku Yoshimura
Title: CEO
On behalf of Yoshimura Research & Development of
America, Inc.

Date: 08/06/2026