

SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Settlement Agreement and General Release of All Claims (“Agreement”) is made by and between S90 Technology, LLC., Sean Crowley and Matthew Riggio (“Defendants”) and Laura Ciavarella (“Ms. Ciavarella” or “Plaintiff”) (collectively sometimes hereinafter referred to as the “Parties”) with respect to the following facts:

A. Ms. Ciavarella is a former employee of S90 Technology, LLC.

B. On or about October 11, 2022, Ms. Ciavarella filed a Representative Action Complaint for Penalties pursuant to Labor Code Section 2699 et. seq. (“PAGA”) for violations of Labor Code Sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1198, 2802, 210, 226.3, 1174(d), 1174.5 and 558, entitled *Laura Ciavarella v. S90 Technology, LLC.*, Orange County Superior Court Case No. 30-2022-01285790-CU-OE-CXC (the “Action”).

C. Defendants deny any wrongdoing and dispute Ms. Ciavarella’s allegations.

D. Ms. Ciavarella has been advised that S90 Technology, LLC is in extreme financial distress, and there is no practical way to settle this case as to a representative PAGA group. As such, Ms. Ciavarella will request permission from the Court to dismiss the representative PAGA claims without prejudice, and to settle her individual claims, including her standing to bring PAGA claims, with prejudice.

E. Defendants and Ms. Ciavarella now desire to settle all claims asserted, or that could have been asserted, including but not limited to any claims that may have arisen before, during or after Ms. Ciavarella’s employment, with Defendants.

THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, it is agreed by and between the undersigned as follows:

1. Settlement Payment.

1.1 Subject to Ms. Ciavarella obtaining approval of this settlement as set forth in Section 2 below, Defendants agree to pay Ms. Ciavarella a Total Settlement Sum in the amount of Seventeen Thousand Five Hundred Dollars (\$17,500). Payment of the Total Settlement Sum will be made to “Gutierrez Derham Law Client Trust Account.” The check will be mailed to “Amber Derham, Gutierrez Derham Law Firm LLP, 6077 Coffee Rd., Suite 4, Bakersfield, CA 93308, within thirty (30) calendar days after the Superior Court enters an order dismissing the Action as set forth in Section 5 below.

1.2 Ms. Ciavarella acknowledges and agrees that the payment of the Total Settlement Sum and the other agreements made herein by Defendants constitute adequate legal consideration for the promises and representations made by her in this Agreement.

1.3 Neither party has provided any advice to the other regarding the tax consequences of this settlement. Ms. Ciavarella understands and agrees that she shall be solely responsible for the payment of any taxes or penalties assessed in regard to the settlement. Ms. Ciavarella agrees to fully indemnify and hold harmless Released Parties (as defined in paragraph

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3.1) from any and all taxes, interest or penalties that may be required by any government agency at any time as a result of Ms. Ciavarella's failure to pay taxes due on the Total Settlement Sum.

1.4 Ms. Ciavarella agrees that irrespective of the payment of the amount referenced in Section 1.1, Defendants have paid all wages and other compensation owed to her by Defendants, including, but not limited to, all wages, salary, bonuses, commissions, business expenses, allowances, vacation pay and other benefits as a result of her employment and/or the termination of that employment.

2. Dismissal of Action Without Prejudice.

California Labor Code section 2699(1)(2) provides: "The superior court shall review and approve any settlement of any civil action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court." As such, Ms. Ciavarella shall submit this Agreement to the LWDA and the Court for approval of the settlement of the Action and dismissal of the Action pursuant to Paragraph 5 of this Agreement. Defendants shall cooperate in the filing of the stipulation by providing a declaration verifying the accuracy of the financial information provided to plaintiff's counsel in regard to its financial distress. This Agreement is contingent upon the Superior Court entering an order approving the settlement of the Action as set forth in this Agreement. Ms. Ciavarella shall dismiss her individual claims with prejudice.

3. General Release by Ms. Ciavarella.

3.1 Subject to Defendants' full payment of the Total Settlement Sum, Ms. Ciavarella unconditionally, irrevocably and absolutely releases and discharges the Defendants, and affiliated entities of the Defendants (including but not limited to S90 Technology, LLC and all of its affiliated S90 entities), past and present, as well as its/their past and present employees, officers, directors, members, agents, attorneys, business partners, customers, successors, and assigns (collectively, "Released Parties"), from all claims (**except the representative PAGA claim**) related in any way to the transactions or occurrences between Ms. Ciavarella and the Released Parties to date, to the fullest extent permitted by law, including, but not limited to, any losses, liabilities, claims, demands, and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of, or in any way connected with, Ms. Ciavarella's employment with Defendants, the termination of Ms. Ciavarella's employment and any claims that were made or could have been made in the Action. This release **of her individual non-PAGA claims** is intended to have the broadest possible application and includes, but is not limited to, any tort, contract, common law, constitutional, or other statutory claims, as well as alleged violations of the California Labor Code, any applicable California Industrial Welfare Commission order, the California Business and Professions Code, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the Family and Medical Leave Act, all as amended, any common law unfair competition law, claims for breach of contract, wrongful termination, constructive termination, retaliation, defamation, infliction of emotional distress (intentional and negligent), and all claims for attorneys' fees, costs, and expenses. However, this release shall not apply to claims for workers' compensation benefits or unemployment insurance benefits or any other claims of Ms. Ciavarella that cannot, by statute, lawfully be waived by this Agreement. Ms. Ciavarella acknowledges that

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she had no work-related injuries as of the date of her termination. Plaintiff releases her standing to bring a PAGA claim against Released Parties. Notwithstanding the foregoing, this release does not release the PAGA claim on behalf of the State of California or any alleged aggrieved employees.

3.2 Ms. Ciavarella acknowledges that she may discover facts or law different from, or in addition to, the facts or law that Ms. Ciavarella knows or believes to be true with respect to the claims released in this Agreement and agrees, nonetheless, that this Agreement and the release contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery of them.

3.3 Ms. Ciavarella declares and represents that she intends this Agreement to be final and complete and not subject to any claim of mistake. Ms. Ciavarella executes this release with the full knowledge that this release covers all possible claims against the Released Parties, to the fullest extent permitted by law.

3.4 Ms. Ciavarella expressly waives any right to recover any type of personal relief from the Defendants, including monetary damages or reinstatement, in any administrative action or proceeding, whether state or federal, and whether brought by Ms. Ciavarella or on Ms. Ciavarella's behalf by an administrative agency, related in any way to the matters released herein.

4. California Civil Code Section 1542 Waiver. Ms. Ciavarella expressly acknowledges and agrees that all rights under Section 1542 of the California Civil Code are expressly waived. That section 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.

5. Dismissal of Action. Ms. Ciavarella agrees to obtain the dismissal of the Action as follows:

5.1 Signing, through her attorney, the attached Joint Stipulation and [Proposed] Order Dismissing PAGA Claim Without Prejudice;

5.2 Within ten (10) calendar days after the Court dismisses the PAGA claim without prejudice, Plaintiff shall take all necessary steps to secure a dismissal of the remainder of her claims with prejudice, including authorizing her attorney to execute a stipulation for or request for dismissal, which shall be filed with the Court.

5.3 The Court's dismissal of the Action is a material term of this Agreement. If the Court should for any reason not approve this Agreement or fail to enter an order approving the PAGA dismissal without prejudice, then this Agreement shall be considered null and void, and neither this Agreement, nor any of the related negotiations or proceedings, shall be of any

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force or effect and shall be inadmissible for any purpose in any proceeding, and all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.

6. No Admissions. By entering into this Agreement, the Released Parties make no admission that they have engaged, or are now engaging, in any unlawful conduct. The Parties understand and acknowledge that this Agreement is not an admission of liability and shall not be used or construed as such in any legal or administrative proceeding.

7. Voluntary Agreement. This Agreement is intended by the parties to effectuate the knowing and voluntary release of all known and unknown claims. As such, the parties agree as follows:

7.1 Ms. Ciavarella acknowledges that she has read and understands this Agreement, that she has been advised to consult with an attorney regarding this Agreement, and that she has received all advice she deems necessary prior to executing this Agreement.

7.2 Ms. Ciavarella acknowledges she has been given sufficient time to consider whether to enter into this Agreement, and has taken as much of this time as she deems necessary to consider whether to enter into this Agreement.

7.3 Ms. Ciavarella acknowledges that she is entering into this Agreement freely and voluntarily and without coercion, duress, fraud or undue influence of any kind whatever.

8. Confidentiality.

8.1 Defendants consent to this Agreement being provided to the LWDA and to the Court. Defendants understand that this Agreement will become a public record. Disclosing this Agreement to the LWDA and the Court will not be construed as breaching any confidentiality.

8.2 Ms. Ciavarella agrees that confidentiality is an important term of this Agreement. The settlement sums of this Agreement shall remain confidential, and neither Ms. Ciavarella nor any agent of Ms. Ciavarella shall disclose, directly or indirectly, the settlement sums of this Agreement to any other person or entity, except that this Agreement, together with a stipulation and order seeking approval of the settlement and dismissal of the Action and any related pleadings, shall be filed with the Superior Court, the Labor and Workforce Development Agency as required under PAGA, and as otherwise allowed in this Agreement. Ms. Ciavarella specifically agrees that she will not disclose that she has received the Total Settlement Sum described above, or that Ms. Ciavarella has received any money or benefits relating to her separation from employment, except in confidence to Ms. Ciavarella's spouse/domestic partner, attorneys or financial advisors, unless required to do so by law. Ms. Ciavarella agrees that disclosure of any of the terms or conditions of this Agreement, except as expressly authorized herein, shall constitute and be treated as a material breach of this Agreement. Nothing in this Agreement shall be construed to prevent Ms. Ciavarella from responding truthfully and completely to any lawfully issued court order or subpoena or from communicating with a government agency.

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9. Reference Check Requests. If Ms. Ciavarella directs a potential employer to Defendants for a reference check request, it shall provide a neutral reference and disclose only Ms. Ciavarella's dates of employment and last position held.

10. Severability. In the event any provision of this Agreement shall be found unenforceable by a court of competent jurisdiction, the provision shall be deemed modified to the extent necessary to allow enforceability of the provision as so limited, it being intended that the Released Parties shall receive the benefits contemplated herein to the fullest extent permitted by law. If a deemed modification is not satisfactory in the judgment of such court, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

11. Integration. This Agreement contains the entire agreement between the Defendants and Ms. Ciavarella on the subjects addressed in this Agreement and replaces any other prior agreements or representations, whether oral or written, between them.

12. Applicable Law. The validity, interpretation, and performance of this Agreement shall be construed and interpreted according to the laws of the United States of America and the State of California.

13. Binding on Successors. The Parties agree that this Agreement shall be binding on, and inure to the benefit of Ms. Ciavarella's or the Defendants' successors, heirs, and/or assigns.

14. Full Defense. This Agreement may be pled as a full and complete defense to, and may be used as a basis for an injunction against, any action, suit or other proceeding that may be prosecuted, instituted, or attempted by the Parties in breach hereof. In the event an action or proceeding is instituted by the Parties in order to enforce the terms or provisions of this Agreement, the prevailing party shall be entitled to an award of reasonable costs and attorneys' fees incurred in connection with enforcing this Agreement.

15. Good Faith. The Parties agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this Agreement.

16. Modification. This Agreement may be amended only by a written instrument executed by all Parties hereto.

17. Counterparts. This Agreement may be executed in counterparts and shall be binding on all Parties when each has signed either an original or copy of this Agreement.

18. Effective Date. This Agreement shall become effective immediately once it has been executed by both parties.

19. Retention of Jurisdiction. Pursuant to Code of Civil Procedure § 664.6, the Parties agree that the Court may retain jurisdiction for the purpose of enforcing full performance of the terms of this Agreement. In the event that one or more of the Parties institutes any motion, legal action, or other proceeding against any other Party or Parties to enforce the provisions of

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this Agreement or to declare rights and/or obligations under this Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs incurred in connection with any enforcement actions.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN. WHEREFORE, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

Dated: August ___, 2023

08 / 16 / 2023

By: Laura Ciavarella

Laura Ciavarella

Dated: August ___, 2023

By: _____

Sean Crowley for
S90 Technology, LLC.

Dated: August ___, 2023

By: _____

Sean Crowley

Dated: August ___, 2023

By: _____

Matthew Riggio

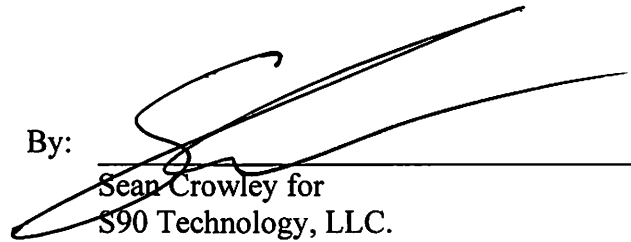
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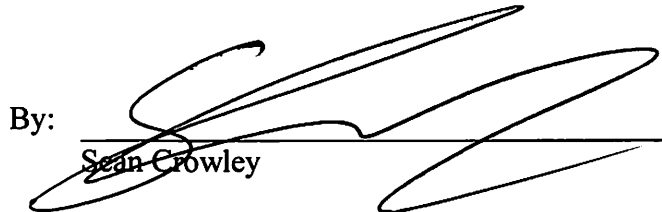
Dated: August __, 2023

By: _____
Laura Ciavarella

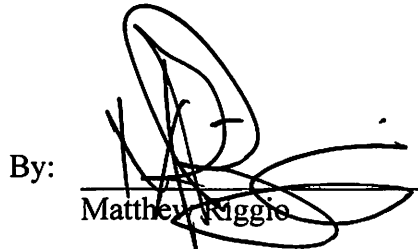
Dated: August 17, 2023

By: _____

Sean Crowley for
S90 Technology, LLC.

Dated: August 17, 2023

By: _____

Sean Crowley

Dated: August 17, 2023

By: _____

Matthew Riggio