

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Confidential Settlement Agreement and Release of All Claims (“Agreement”) is made by and between Stephanie Engel in her individual capacity and on behalf of all the aggrieved employees (“Plaintiff”) on the one hand, and Sacramento Protective Services, Inc., and Jason Ingman (“Defendant”) on the other hand, for the purpose of settling any and all claims between them. Plaintiff and Defendant may be referred to collectively as “the Parties” or individually as a “Party.”

RECITALS

A. THE CLAIM

Plaintiff claims that she was employed by Defendant. The Parties desire to settle any and all claims arising out of Plaintiff’s alleged employment with Defendant arising out of the California Labor Code. (“Claim”). The case is currently pending in the Superior Court of California in the county of Sacramento case number 34-2022-00330565.

B. DENIAL OF LIABILITY

Defendant denies the allegations of Plaintiff regarding her claims in their entirety and any liability and damages. Nevertheless, the Parties desire to avoid future litigation and settle all differences now existing between them related to Plaintiff’s purported employment, the Claim, and any and all potential claims.

C. SETTLEMENT

The Parties have agreed that the pending case shall be dismissed with a waiver of costs by Defendant. There shall be no monetary payment pursuant to the settlement between the Parties.

TERMS AND CONDITIONS OF AGREEMENT

CONFIDENTIAL SETTLEMENT AMOUNT AND CONSIDERATION.

Section 1 **Confidential Settlement Sum.** The Confidential Settlement Sum (as defined herein) represents the settlement of the Claim and all disputed claims and is being provided by Defendant as consideration for Plaintiff’s entering into this Agreement, release of all claims, covenant not to sue in the future, and waiver of rights provided for below. The gross total sum of Zero Dollars (\$0 (the “Confidential Settlement Sum”).

- (a) The parties agree that there will be a waiver of costs associated with the pending litigation.
- (b) There shall be a request for dismissal filed with prejudice of the pending complaint. The request for dismissal shall be filed with ten (10) days of full execution of this Agreement.

Section 2 **No Admissions and Compromise Only.** Each Party acknowledges that this Agreement affects, among other things, the settlement of claims which are denied and

contested by the others, and that nothing contained herein shall be construed as an admission of liability or wrongdoing, by or on behalf of any Party to said Action, all of which liability is expressly denied. Moreover, this Agreement shall not in any way be construed as an admission by Defendant of any wrongful acts whatsoever against Plaintiff or any other person, and Defendant specifically disclaim any liability to, or discrimination against Plaintiff or any other person, on the part of itself, its employees, or its agents. In addition, this Agreement shall not in any way be construed as an admission by Plaintiff of any wrongful acts whatsoever against Defendant or any other person, and Plaintiff specifically disclaim any liability to, or against Defendant or any other person, on the part of itself, its employees, or its agents.

Section 3 Mutual Confidentiality. The Parties represent and agree that they will keep the terms, amount, and fact of this Agreement confidential. Plaintiff further represents that she will not hereafter disclose any information concerning this Agreement to anyone, including but not limited to any past, present, or prospective employees or applicants for employment with Defendant. Nothing herein shall prevent Plaintiff from disclosing any part of this Agreement or the information contained herein to her legal counsel, tax advisor, or spouse, so long as such disclosure is accompanied by a warning that the recipient must keep the information confidential.

Defendant and Plaintiff agree that they will not disclose to anyone, with the exception of legal counsel and tax professionals, or as required by law, or any current or past employees of Defendant.

Section 4 Mutual Release of All Claims. The Parties hereby release each other, their respective affiliates, predecessors, successors, heirs, assigns, officers, directors, shareholders, agents, attorneys, representatives and employees, and each of them, from any and all claims, demands, causes of action, liabilities, or obligations of any nature whatsoever, from the beginning of time to the date of the execution of this Agreement, known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to Plaintiff's alleged employment relationship with Defendant and the termination of that employment relationship, specifically including claims arising from the California Constitution, Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e), the California Fair Employment and Housing Act (Cal. Govt. Code §12900 et seq.), the Americans with Disabilities Act, the Age Discrimination in Employment Act (29 U.S.C. §§621-633a), the Older Workers' Benefit Protection Act, Section 132a of the California Labor Code, and claims of intentional infliction of emotional distress, breach of implied contract, or any other statute, tort, or common law principle of similar effect, known or unknown (collectively, "Claims").

Section 5 Mutual Non-Disparagement. Defendant understands and agree that it's entitlement to the release in Section 4 of this Agreement is expressly conditioned upon its agreement to refrain from taking any action, and from making any statement (oral or written), that disparages or criticizes Plaintiff. This provision applies to all of Defendant's interactions with third parties, including without limitation any conversations or correspondence that Defendant might have with organizations, governmental entities, and persons with whom Defendant engage in business, as well as with employees of Defendant. Defendant

understands that this provision does not apply on occasions when its representatives are subpoenaed or ordered by a court or other governmental authority to testify or give evidence and must respond truthfully.

Plaintiff understands and agrees this Agreement is expressly conditioned upon her agreement to refrain from taking any action, and from making any statement (oral or written), that disparages or criticizes Defendant, or any of the Defendant's Releasees. This provision applies to all of Plaintiff's interactions with third parties, including without limitation any conversations or correspondence that she might have with organizations, governmental entities, and persons with whom Plaintiff engages in business, as well as with employees of Defendant. Plaintiff understands that this provision does not apply on occasions when she is subpoenaed or ordered by a court or other governmental authority to testify or give evidence and must respond truthfully.

Section 6 Matters Excluded. Notwithstanding the foregoing, the release in Section 4 shall not apply to the contractual obligations of the Parties under this Agreement.

Section 7 Scope of Release. It is the intention of the Parties in executing this instrument that it shall be effective as a bar to each and every Claim specified in Section 4, and in furtherance of this intention, the Parties waive and relinquish with respect to such release all rights and benefits under Section 1542 of the Civil Code of the State of California, which 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.”

The Parties acknowledge the significance of the comprehensive waiver of the rights and benefits under Section 1542 of the California Civil Code and also acknowledges an awareness that the facts and circumstances surrounding the transactions upon which the release in Section 4 is being given may be discovered to be different from the facts and circumstances now known or suspected by such Party to be true. Such facts or circumstances may reveal damages or losses presently unknown or unsuspected by such Party. Each Party expressly assumes the risk that such new facts and new circumstances, damages or losses may be discovered and further agrees that in the event new facts and circumstances, damages or losses are discovered, the release in Section 4 shall, in all respects, remain effective without modification despite the discovery of such new facts or circumstances, damages or losses.

Section 8 Release as a Defense. The Parties to this Agreement agree that they may each use the release contained in this Agreement as a full and complete defense to, and as a basis for an injunction against, any action, suit, or other proceeding directly or indirectly relating to any of the Claims being released thereby which may be initiated or prosecuted by the other or anyone claiming through the other in violation of the terms of such release.

Section 9 Representations and Warranties of the Parties. Each of the Parties makes the following representations and warranties to each other:

(a) Independent Legal Advice. Such Party has received independent legal advice from their attorneys with respect to the advisability of making the settlement provided for herein. Plaintiff is represented by Sam A. Donabedian, Esq., of Donabedian Law, APC. Defendant is represented by Grace E. Mehta, Esq. and Shane Singh of Lewis Brisbois Bisgaard & Smith, LLP..

(b) Independent Investigation. Such Party has made such investigation of the facts pertaining to this settlement and this Agreement and of all the matters pertaining thereto as they deem necessary or desirable.

(c) Non-Assignment of Claims. Each Party represents and warrants that it has not heretofore assigned, transferred, encumbered or otherwise disposed of any of the Claims being released as a part of this Agreement.

Section 10 Attorneys' Fees and Costs. Except as provided for in this Agreement, the Parties shall bear their own attorneys' fees and costs with respect to this dispute and the preparation of this Agreement.

Section 11 Governing Law. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Any action to enforce the terms of this agreement shall be filed in a California court of competent jurisdiction in the County of Sacramento.

Section 12 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement may be amended only by a subsequent written agreement signed by all of the Parties hereto.

Section 13 Binding Effect. This Agreement is binding upon and shall inure to the benefit of the Parties hereto, their respective affiliates, partners, agents, employees, officers, directors, shareholders, representatives, assigns, attorneys, heirs, and successors and predecessors in interest.

Section 14 Interpretation of this Agreement. Each Party has participated in the negotiation of all of the terms and drafting of this Agreement. Hence, in the interpretation of the meaning of any of the terms of this Agreement, no term shall be interpreted adversely to a Party on the basis that such Party was the author of that term.

Section 15 Execution of Counterparts. This Agreement may be executed in two or more counterparts and such counterparts may, at the option of the executing party, be delivered by facsimile or electronic mail, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

Section 16 Severable. Should any provision of this Agreement be determined by any court to be illegal or invalid for any reason, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or otherwise invalid part, term, or provision shall be deemed not to be part of this Agreement.

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This Agreement, consisting of seven pages total, is made and entered into at the place and as of the date first set forth above.

Sacramento Protective Services, Inc.

By: Jason Ingman
Its: CEO

Stephanie Engel, an individual

By: Jason Ingman, an individual