

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the "Agreement") is made by and between Trailer Park, Inc. on the one hand and Eddie Martinez (collectively the "Parties") on the other.

1. **The Action.** Martinez brought an action against Defendants Mirada, LLC and Trailer Park, Inc. ("Defendants") entitled *Eddie Martinez v. Mirada, LLC, et al.*, currently pending in the Superior Court of the State of California for the County of Los Angeles, Case No. 22STCV28612, alleging the following causes of action: (1) Labor Code §§ 201.5 and 203, Continuing Wages; (2) Labor Code § 226(a), Failure to Provide Compliant Pay Stubs; (3) Labor Code §§ 510, 515, 1198, Failure to Pay Overtime; (4) Labor Code §§ 1194, 1197, and 1197.1, Failure to Pay Minimum Wages; (5) Labor Code §§ 226.7 and 512(a), Failure to Provide Meal Breaks; (6) Labor Code § 226.7, Failure to Provide Rest Breaks; (7) Business & Professions Code §§ 17200 *et seq.*; (8) Labor Code § 226(b), Failure to Provide Employment Records; (9) Labor Code § 1198.5, Failure to Provide Employment Records; and (10) Labor Code § 2698, *et seq.*, Private Attorneys General Act ("PAGA").

2. **Purpose.** The Parties desire to reach a full and final settlement and resolution of all past and present claims, controversies and disputes that Martinez has or may have against Defendants and the Released Parties (as that phrase is defined below), including but not limited to all claims related in any way to Martinez's alleged employment with Defendants or the end of Martinez's alleged employment with Defendants, any allegations that Defendants and/or the Released Parties engaged in unlawful conduct, or any allegations that Defendants and/or the Released Parties wrongfully or unlawfully treated Martinez or caused him any distress or damage.

3. **No Admission.** Martinez acknowledges that neither this Agreement, nor promises made pursuant to the Agreement, shall be taken or construed to be an admission or concession of any kind with respect to liability or alleged wrongdoing by Defendants and the Released Parties. Martinez acknowledges that Defendants deny any wrongdoing or liability related to him and deny that they mistreated him in any way.

4. **Consideration.** In consideration of this Agreement, Trailer Park agrees to pay to Martinez the total sum of \$25,000 ("Settlement Payment"). The Settlement Payment will be paid in the following manner: (a) the gross sum of \$1,500.00 shall be paid to Martinez pursuant to a Form W-2, with appropriate withholding from that sum for legally required taxes and withholdings; (b) the gross sum of \$11,366.88 shall be paid to Martinez pursuant to a Form 1099; and (c) the gross sum of \$12,133.12 shall be paid to Martinez's attorneys pursuant to a Form 1099. Martinez and Martinez's counsel agree to provide IRS Form W-9s to Trailer Park no later than the Effective Date to facilitate the Settlement Payment. The Settlement Payment shall be made within thirty (30) days after the Effective Date.

5. **Representations.** Martinez represents, warrants and agrees that other than the monies that shall become payable under the terms of this Agreement, Martinez is not entitled to receive any further monetary payments from Defendants and/or the Released Parties (including, without limitation, wages, bonuses, severance, equity or any other form of compensation). Martinez acknowledges and agrees that he has previously received all wages Defendants concedes they owe to him, and that the monies payable to Martinez under the terms of this

Agreement are not for wages Defendants concedes they owe to Martinez. Martinez agrees that he has no unreimbursed business expenses arising out of his alleged employment with Defendants. Martinez represents, warrants and agrees that he has not been treated differently by Defendants because of his age and there are no facts that would support any age discrimination claim by Martinez against Defendants, including under the California Fair Employment and Housing Act or the federal Age Discrimination in Employment Act.

6. **Dismissal of Lawsuit.** Within seven (7) calendar days after the execution of this Agreement by both Parties, Martinez shall dismiss his individual claims in the Action against Defendants with prejudice and seek dismissal of the class and PAGA claims without prejudice. Dismissal of Plaintiff's individual, class and PAGA claims will be effectuated by Plaintiff's counsel filing a Request for Dismissal with the Superior Court of the State of California for the County of Los Angeles. The Effective Date of this Agreement is the date the Court grants dismissal of Plaintiff's individual, class and PAGA claims.

7. **No Other Claims.** Martinez promises and represents that other than the Action and the related letter to the California Labor and Workforce Development Agency dated August 17, 2022, Martinez has not filed any other lawsuit against Defendants and/or the Released Parties, and that, Martinez has not filed or submitted any other complaint or charge against Defendants and/or the Released Parties with any government agency.

8. **Taxes.** Defendants and Martinez agree that all of Martinez's tax obligations, if any, which may arise from the Settlement Payment set forth above received by Martinez shall be the sole obligation of Martinez, and that Martinez indemnifies Defendants and/or the Released Parties against any and all costs, penalties, taxes or other payments as a result of the allocation of those payments, the reporting of those payments, or Martinez's failure to pay any taxes levied against him as a result of payments he received as a result of this Agreement which are his responsibility. Trailer Park must promptly provide notice to Martinez of any such tax claim. Martinez acknowledges that Defendants and the Released Parties make no representations as to the tax consequences or characterization of the nature of the payments made pursuant to this Agreement.

9. **Attorneys' Fees and Costs.** Except for the attorneys' fees portion of the Settlement Payment, each Party agrees to bear his or their own costs and attorneys' fees and waive any statute, rule of court, provision or legal proposition that might otherwise be relied upon to obtain costs, fees or expenses in connection with Martinez's allegations and claims released herein. Each party agrees that he or they are not a prevailing party within the meaning of any statute applicable to Martinez's legal claims.

10. **General Release.** In consideration for receiving the Settlement Payment described above, and as a condition of Trailer Park's willingness to enter into this Agreement, Martinez hereby binds Martinez, and all of Martinez's heirs, beneficiaries, trustees, administrators, executors, assigns, agents and legal representatives and hereby releases, waives and forever discharges Defendants and the Released Parties from, and hereby acknowledges full accord and satisfaction of, any and all claims, demands, causes of action, and liabilities of any kind whatsoever (upon any legal or equitable theory, whether contractual, common law or statutory, under federal, state or local law or otherwise), whether known or unknown, asserted or unasserted, by reason of any act, omission, transaction, agreement or

occurrence, that Martinez has ever had, now has or hereafter may have against Defendants and the Released Parties through the execution of this Agreement.

This waiver and release includes, without limitation, claims under the Employee Retirement Income Security Act (ERISA); WARN Act claims (federal and state); claims for attorneys' fees or costs; any and all claims for stock, stock options, restricted stock units, or other equity securities of Defendants; penalties claims; wage and hour claims; compensation claims; statutory claims; tort claims; contract claims; Constitutional claims; claims of wrongful discharge, constructive discharge, emotional distress, defamation, invasion of privacy, fraud, breach of contract, and breach of the covenant of good faith and fair dealing; claims for retaliation; claims related to discrimination or harassment based on any protected basis under Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, or any other federal, state, or local law prohibiting discrimination, harassment or retaliation including the California Fair Employment and Housing Act; claims under the California Labor Code, the California Business and Professions Code, and claims under all other federal, state and local laws, ordinances and regulations.

Martinez covenants not to sue Defendants and the Released Parties for any of the claims released above, agrees not to participate in any class, collective, representative, or group action that may include any of the claims released above, and will affirmatively opt out of any such class, collective, representative or group action. Martinez further understands and agrees that he shall not encourage or incite others in litigation against Defendants or the Released Parties. He understands that this does not prevent his participation in any investigation by a government entity, but will bar any further monetary recovery from Defendants as a result of any such investigation, litigation, or other proceeding on his behalf. Notwithstanding any other provision of this Agreement, this general release does not release any claims that cannot lawfully be released by private agreement. Nothing in this Agreement prohibits Martinez from filing a charge or complaint or communicating with a government agency where, as a matter of law, Defendants may not restrict Martinez's ability to do so. However, Martinez hereby waives his right to any monetary benefits or recovery in connection with any such claim, charge or proceeding, except this Agreement does not limit Martinez's right to receive an award for information provided to any government agencies. Nothing in this Agreement waives Martinez's right to testify or prohibits him from testifying in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment when he has been required or requested to attend the proceeding pursuant to a court order, subpoena or written request from an administrative agency or the California state legislature.

For purposes of this Agreement, "Defendants and the Released Parties" includes the following, either collectively or individually: Defendants Trailer Park, Inc. and Mirada, LLC and all of their respective past, present and future direct and indirect affiliates, parent companies, subsidiaries, predecessors, successors and assigns (collectively, the "Related Entities"), and all of Defendants' and the Related Entities' respective past, present and future officers, directors, employees, partners, principals, attorneys, insurers and their claim service managers if any, and trustees, representatives and agents, whether acting as agents or in individual capacities, and Defendants' pension and welfare benefit plans (and their respective plan administrators, fiduciaries, insurers and trustees), and this Agreement shall inure to the benefit of and shall be binding and enforceable by all such entities and individuals.

11. **Waiver of Unknown Claims.** Martinez understands and acknowledges that he is releasing potentially unknown claims, and that he may have limited knowledge with respect to some of the claims being released. He acknowledges that there is a risk that, after signing this Agreement, he may learn information that might have affected his decision to enter into this Agreement. Martinez assumes this risk and all other risks of any mistake in entering into this Agreement. Martinez agrees that this Agreement is fairly and knowingly made.

In addition, Martinez expressly waives and releases any and all rights and benefits under Section 1542 of the Civil Code of the State of California (or any analogous law of any other state), which reads 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."

12. **Standing, No Transfer of Claims, Liens.** Martinez expressly represents and warrants that he has standing to dismiss any and all claims he has or may have against Defendants and the Released Parties, and that he is not a "debtor" within the meaning of the federal or state bankruptcy statutes. Martinez further represents and warrants that he has not assigned, transferred or conveyed to any person or entity any claim, demand, liability, obligation or cause of action released by this Agreement. Martinez acknowledges that he is solely responsible for the resolution, waiver, satisfaction, and/or discharge of any equitable or contractual claims, subrogation claims or liens, known or unknown, past or future, asserted against the Settlement Payment or this settlement by any person or entity that provided benefits or payments of any kind to Martinez. Martinez agrees to indemnify Defendants and the Released Parties from and against any claims which may be asserted based on, or arising out of, any assignment, transfer, or conveyance and any and all claims, judgments, or suits for any claims, subrogation claims or liens, if any.

13. **Non-Disclosure.** To the fullest extent permitted by law, Martinez is strictly prohibited from disclosing (either orally or through a writing, including the transfer of documents) the existence, terms or content of this Agreement, including the Settlement Payment, except as expressly set forth in this Agreement. Martinez may make such a disclosure if expressly ordered to do so by a court of law. Martinez may also make such a disclosure, under express covenant of confidentiality, to his legal counsel, spouse, registered domestic partner (if any), and professional tax advisor on the condition that he instructs them to maintain complete confidentiality. A breach by any of those individuals will be deemed a breach by Martinez. A breach of this provision will be a material breach of this Agreement.

14. **Non-Disparagement.** To the fullest extent permitted by law and except as otherwise provided in this Agreement, Martinez agrees he will not disparage or encourage or induce others to disparage Defendants or any of the Released Parties. For the purpose of this Agreement, "disparage" includes, without limitation, making comments or statements online, or to any person or entity that would adversely affect in any manner (a) the conduct of the business of Defendants or any of the Released Parties (including, but not limited to, any business plans or prospects) or (b) the reputation of Defendants or any of the Released Parties. A breach of this provision will be deemed to be a material breach of this Agreement. Nothing in this Agreement (x) prohibits Martinez from providing truthful information as required or permitted by law, including in a legal proceeding or a government investigation, (y) as applicable, prevents Martinez from exercising rights under Section 7 of the National Labor Relations Act to engage in

concerted activities for the purpose of collective bargaining or other mutual aid, or (z) prevents Martinez from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Martinez has reason to believe is unlawful.

15. **Arbitration Agreement.** Martinez and Defendants agree that any and all claims or disputes arising out of or relating to this Agreement shall be resolved by final, binding and confidential arbitration before a single arbitrator in Los Angeles, CA (or another mutually agreeable location) conducted under the Judicial Arbitration and Mediation Services (JAMS) Streamlined Arbitration Rules & Procedures, which can be reviewed at <http://www.jamsadr.com/rules-streamlined-arbitration/>. Before engaging in arbitration, the Parties agree to first attempt to resolve the dispute informally or with the assistance of a mediator. Martinez and Defendants each acknowledge that by agreeing to this arbitration procedure, Martinez and Defendants waive the right to resolve any such dispute, claim or demand through a trial by jury or judge or by administrative proceeding. The arbitrator, and not a court, shall also be authorized to determine arbitrability, except as provided herein. The arbitrator may in his or her discretion award attorneys' fees and costs to the prevailing party. All claims or disputes must be submitted to arbitration on an individual basis and not as a representative, class and/or collective action proceeding on behalf of other individuals. Any issue concerning the validity of this representative, class and/or collective action waiver must be decided by a Court and if for any reason it is found to be unenforceable, the representative, class and/or collective action claim may only be heard in Court and may not be arbitrated. Claims will be governed by their applicable statutes of limitations. This arbitration agreement does not cover any action seeking only emergency, temporary or preliminary injunctive relief (including a temporary restraining order) in a court of competent jurisdiction in accordance with applicable law to protect a party's confidential or trade secret information. This arbitration agreement shall be governed by and construed and interpreted in accordance with the Federal Arbitration Act.

16. **Mutual Drafting.** This Agreement is the product of negotiation and preparation by and among the parties. The parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or a party's attorneys, and will be construed accordingly. Rather, in interpreting the language of this Agreement, both parties to the Agreement shall be treated as having drafted this Agreement after meaningful negotiations.

17. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between Martinez and Defendants, with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral agreements, discussions, representations, warranties or understandings between Martinez and Defendants.

18. **Modification.** This Agreement may be modified only in writing signed by both Martinez and an authorized representative for Defendants.

19. **Governing Law.** Except as to the arbitration provision, this Agreement shall be construed and interpreted in accordance with the laws of the state of California.

20. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from

this Agreement and such invalidity or unenforceability shall not affect any other provision of this Agreement, the balance of which will remain in and have its intended full force and effect; provided, however that if such invalid or unenforceable provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

21. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one agreement. Execution via DocuSign or a similar service, or of a scanned image, shall have the same force and effect as execution of an original, that an electronic signature or scanned image of a signature shall be deemed an original and valid signature.

22. **Understanding of Agreement.** Martinez acknowledges that he is represented by counsel with respect to this Action and this Agreement, that he has read this entire Agreement and that he understands the Agreement and each of the provisions of the Agreement. Martinez acknowledges that his consent to the terms of this Agreement is knowing and voluntary.

Dated: _____

Eddie Martinez

Dated: _____

On Behalf of Trailer Park, Inc.