CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This confidential settlement agreement and release of all claims (the "Agreement") is made and entered into by and between MISTY GOODMAN ("Plaintiff") on the one hand, and W.K.S. FROSTY CORPORATION ("Defendant") on the other. Plaintiff and Defendant are referred to collectively as the "Parties" and individually each as a "Party." This Agreement is intended to resolve all disputes and extinguish those obligations described below.

RECITALS

WHEREAS, a dispute arose between Plaintiff on the one hand, and Defendant on the other hand, arising out of and related to Plaintiff's employment with Defendant and the cessation thereof;

WHEREAS, on or about April 9, 2025, Plaintiff submitted to the California Labor and Workforce Development Agency a notice letter asserting a claim under the California Private Attorneys General Act, Lab. Code §§ 2698 *et seq.* (hereinafter the "PAGA Letter");

WHEREAS, on or about July 29, 2025, Plaintiff filed her Complaint in Riverside County Superior Court (hereinafter the "Court"), entitled *Misty Goodman v. W.K.S. Frosty Corporation,* Riverside County Superior Court Case No: CVRI2504396, (hereinafter the "Action");

WHEREAS, Defendant denies and disputes any and all of the alleged claims and allegations in the Action and PAGA Letter or those that could have been asserted by Plaintiff as a result of Plaintiff's employment and/or any relationship between Plaintiff and Defendant and the cessation thereof; and

WHEREAS, the Parties wish to avoid the expense of further proceedings and desire to resolve any and all claims alleged by Plaintiff or those claims that could be alleged as a result of Plaintiff's employment, any relationship between Plaintiff and Releasees (defined in Paragraph 3, below), and/or generally arising out of or in connection with Plaintiff's employment and the cessation thereof.

AGREEMENT

NOW THEREFORE, in consideration of and in exchange for the promises, covenants, and releases contained in the Agreement and the other valuable consideration described herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties mutually agree as follows:

1. Settlement Payment. For and in consideration of the commitments made herein by Plaintiff and her counsel, Defendant agrees to pay Plaintiff the collective total sum of Fifty-Three Thousand Five Hundred Dollars and Zero Cents ($53,500.00) ("the Settlement Payment") in full compromise and settlement of all claims released herein by Plaintiff. The Settlement Payment shall be paid as follows:

(a) one check made payable to "Crosner Legal, PC" for deposit in its client trust account in the amount of ($23,311.01) to be reported on IRS Form 1099;

(b) one check made payable to "Misty Goodman" in the amount of ($24,838.99.XX), to be reported on IRS Form 1099; and

(c) one check made payable to "Misty Goodman" in the amount of $5,350.00, less legally required deductions, which payment will be reflected on an IRS Form W-2.

Upon delivery of the Settlement Payment, Defendant will have fully met its obligations under this Agreement and will not be liable in any manner for the distribution, division, or payment of any portion of the Settlement Payment to or between any counsel Plaintiff may have retained and/or consulted, specifically including, but not limited to Crosner Legal, PC. The payment identified in paragraph 1(a) above will be sent to Raymond Wendell, Esq., at Crosner Legal, PC, 9440 Santa Monica Blvd., Suite 301, Beverly Hills, CA 90210. The payments identified in paragraphs 1(b) and 1(c) above will be sent to [redacted]. By execution of this Agreement, Plaintiff authorizes payment to be made as set forth in this Paragraph.

2. Representation that No Claims Have Been Filed or Will be Filed; Breach.

Plaintiff represents and warrants that, except for the above-referenced Action and PAGA Letter, no administrative charges, claims, or complaints have been filed, specifically including complaints filed with California's Labor & Workforce Development Agency ("LWDA"), Department of Fair Employment and Housing ("DFEH"), Civil Rights Division ("CRD"), Department of Industrial Relations, Division of Labor Standards Enforcement ("DLSE"), and/or the Equal Employment Opportunity Commission ("EEOC"), and that no complaints, actions, or lawsuits will be filed to initiate any state, federal, or arbitration proceeding. Plaintiff also represents and warrants that no administrative charges, claims, or complaints will be filed with the LWDA and no complaints, actions, or lawsuits will be filed to initiate any state, federal, or arbitration proceeding to pursue claims under California's Private Attorneys General Act ("PAGA"). Plaintiff agrees that any breach of her representations, warranties, and/or obligations pursuant to this Paragraph shall entitle Releasees (defined in Paragraph 3, below) to liquidated damages as set out in Paragraph 10, below. Additionally, Plaintiff agrees that any breach of her representations, warranties, and/or obligations pursuant to this Paragraph shall create actionable causes of action for Releasees (defined in Paragraph 3, below) against Plaintiff for claims, including but not limited to: breach of the Agreement; breach of contract; breach of the duty of good faith and fair dealing; fraud; fraudulent inducement; and intentional and negligent misrepresentation. Despite her representations and warranties in this Paragraph, by execution of this Agreement, Plaintiff agrees to dismiss, *with prejudice*, any claims, charges, or complaints Plaintiff may have filed with any governmental or administrative agency, specifically including but not limited to the LWDA, the DFEH, the CRD, the DLSE, and/or the EEOC, or in any judicial forum against Releasees (defined in Paragraph 3, below).

3. <u>Release of Claims</u>.

A. *<u>Plaintiff's Release</u>*. Plaintiff, for herself and for her heirs, executors, administrators, successors, and assigns, hereby releases, acquits, and forever discharges Defendant, and any of its subsidiaries, parents, affiliates, managing agents, employees, professional employer organizations (PEO), staffing agencies, servants, consultants, agents, directors, officers, independent contractors, representatives, insurance carriers, and attorneys (and the servants, agents, employees, directors, officers, independent contractors, representatives, consultants, insurance carriers, and attorneys of any such subsidiaries, parents, affiliates, PEO's, or staffing agencies), and all persons acting by, through, under, or in concert with any of them, and each of their respective heirs, successors, and assigns (collectively "Releasees"), from any and all claims, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, demands, attorneys' fees, losses, and expenses, known or unknown, suspected or unsuspected, filed or unfiled, that she may have or have had arising out of any known or unknown fact, condition, or incident occurring prior to the date of this Agreement, including but not limited to those arising out of or in connection with any claims, demands, charges, or complaints, specifically including but not limited to the Action, arising out of or in connection with her employment and its cessation and any and all other interactions or relations with Releasees. This release includes, without limiting the generality of the foregoing: any and all claims, demands, causes of actions, obligations, charges, liabilities, attorneys' fees, costs, actual, compensatory, and punitive damages, and all claims for any other type of relief relating to, arising out of, or based upon: all claims of harassment, discrimination, and/or retaliation in violation of State or Federal law; all claims for failure to prevent harassment, discrimination, and/or retaliation; any and all claims for failure to engage in the good faith interactive process and/or provide reasonable accommodation; all claims for violation of obligations to provide leave or retaliation for exercising rights to leave; all claims of violation of public policy, including a claim for wrongful and/or constructive termination of employment; all claims based on tort and/or breach of contract, whether written or oral, express or implied, and any covenant of good faith and fair dealing, all claims for unpaid commissions, wages, or other benefits, including minimum wage, overtime, double time, vacation, associated penalties and/or premiums, and expense reimbursement; all claims for rest or meal periods and associated penalties and/or premiums, and any and all claims for alleged violations of the California *Labor Code* generally; any claim for unlawful or unfair business practices; all claims for emotional distress; any and all claims which were or could have been asserted by Plaintiff; and all claims generally relating to Plaintiff's employment relationship, any type of relationship, and/or interactions with Releasees and the cessation thereof, including any alleged violation of any federal, state, or other governmental statute, regulation, ordinance, or executive order, including without limitation:

(1) The Civil Rights Acts of 1866, 1964, and 1991, as amended;

(2) 42 U.S.C. § 1981;

(3) The California Fair Employment and Housing Act;

(4) Section 503 of the Rehabilitation Act of 1973;

(5) The Fair Labor Standards Act (including the Equal Pay Act);

(6) The California and United States Constitutions;

(7) The California Labor Code, specifically including, but not limited to the Private Attorneys General Act ("PAGA") pursuant to *Labor Code* § 2699, *et seq.*;

(8) The California Business & Professions Code;

(9) The Employee Retirement Income Security Act, as amended;

(10) The Americans with Disabilities Act;

(11) The Family Medical Leave Act;

(12) The California Family Rights Act;

(13) The California Pregnancy Discrimination Act;

(14) The California Wage Orders;

(15) The National Labor Relations Act;

(16) The Immigration Reform and Control Act;

(17) The California Occupational Safety and Health Act, and the Federal equivalent;

(18) The Worker Adjustment and Retraining Notification Act;

(19) The Families First Coronavirus Response Act; and

(20) The Age Discrimination in Employment Act.

Additionally, Plaintiff represents, warrants, and affirms that she has no claims or rights to assert a claim for workers' compensation benefits at this time, and Plaintiff represents, warrants, and affirms that no factual basis exists for a claim for increased compensation under California

Labor Code section 132a based upon all facts and circumstances surrounding her employment with Defendant and/or alleged employment with Releasees and its termination.

Finally, by executing this Agreement, Plaintiff represents, warrants, and confirms that she disclaims any right to act as a Private Attorney General under the PAGA, and she waives all rights of an alleged aggrieved employee to seek any PAGA penalties as an aggrieved employee.

B. *Application of Civil Code Section 1541*. This release in all respects has been voluntarily and knowingly executed by the Parties with the express intention of effecting the legal consequences provided in the California *Civil Code* § 1541, that is, the extinguishment of obligations herein designated.

4. Waiver of Section 1542. Plaintiff states and affirms that it is her intention in executing this Agreement that the same shall be effective as a bar to each and every claim, demand, cause of action, obligation, damage, liability, charge, attorneys' fees, and costs herein above released. Plaintiff expressly waives and relinquishes all of her rights and benefits, if any, arising under the provisions of California *Civil Code* § 1542, 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.**

5. Timing of the Settlement Payment and Conditions Precedent. Defendant has no obligation to provide the consideration as set forth in Paragraph 1 above until thirty (30) calendar days after each of the following has been satisfied: A) counsel for Defendant has received this Agreement, executed by Plaintiff; B) Plaintiff and her counsel have each executed and provided IRS Form W-9 and W-4 to Defendant, as applicable; and C) the Court has granted approval of this Agreement.

6. Notice of Settlement; Dismissal of Action; Judicial Approval of Dismissal of the Action. Within thirty (30) calendar days after Plaintiff's counsel's receipt of the executed

Agreement, Plaintiff shall file a motion for approval of the Agreement pursuant to Section D of the Court's case management order, which shall request that the Court: (1) dismiss the representative portion of the Action as to all other employees without prejudice; and (2) dismiss the individual portion of the Action with prejudice. Plaintiff and Plaintiff's counsel agree that Defendant or its counsel shall hold the Settlement Payment in trust until the dismissal of the Action is entered by the Court. In the event that the Court refuses to dismiss the claims as set forth above, this Agreement shall be null and void.

7. Acknowledgement. Plaintiff acknowledges and agrees that she would not otherwise be entitled to the consideration set forth in Paragraph 1, above, were it not for her covenants, promises, and releases set forth herein. Plaintiff acknowledges that she has received all wages, commissions, and any other forms of compensation due to her from Releasees and that Releasees shall owe Plaintiff nothing further once Plaintiff receives the consideration described in Paragraph 1, above.

8. Confidentiality. The Parties acknowledge that Plaintiff will be required to disclose some of the terms of this Agreement in order to move for approval under Section D of the Court's case management order. In so doing, Plaintiff shall make only those disclosures that are reasonably necessary to obtain the Court's approval. Apart from her motion for approval and any accompanying papers and arguments, Plaintiff represents and agrees that Plaintiff has and will keep the terms, Settlement Payment, and facts of this Agreement completely confidential, and that Plaintiff will not hereafter disclose any information concerning this Agreement to anyone; provided, however, that Plaintiff may make such disclosure to Plaintiff's immediate family members and professional representatives (e.g., attorneys, accountants, auditors, tax preparers). If any disclosures are made as provided in this Paragraph, each individual shall first be informed of and agree to be bound by this confidentiality clause, or other such disclosures required by law to enforce this Agreement. Plaintiff further agrees that if anybody asks Plaintiff about Plaintiff's claims and the cessation thereof, Plaintiff will simply respond by stating, "*the matter has been resolved and the resolution is confidential*." Plaintiff represents and agrees that she has not and

will not issue any public announcement, publication, or otherwise disclose this Agreement, the terms thereof, the claims, demand, or allegations alleged by Plaintiff or any facts alleged to exist as support thereof to anyone, including the press, media, websites, or any service which reports litigation, verdicts, or settlements. The Parties acknowledge that California Government Code section 12964.5 does not apply to this Agreement because this Agreement is considered a negotiated settlement as defined by California Government Code section 12964.5(d)(2). Nothing in this Paragraph or the Agreement prevents Plaintiff from engaging in activity protected by section 7 of the National Labor Relations Act ("NLRA"), including communicating with former coworkers or third parties about terms and conditions of employment, such as hours, wages, benefits, and labor disputes. Plaintiff may also disclose the terms of this Agreement, including the Settlement Payment, as required by law pursuant to a lawfully issued subpoena, court order, or as required and/or requested by a taxing governmental authority.

9. No Disparaging Conduct. Plaintiff and any other person or entity acting on Plaintiff's behalf agrees and promises that she will not undertake any harassing or disparaging conduct directed at Defendant, or any subsidiary or affiliate of Defendant, and that she will refrain from making any negative, detracting, derogatory, and unfavorable statements about Defendant. Nothing in this Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful. This Paragraph is not intended to prevent cooperation through investigation, testimony, or otherwise with an administrative agency or court. This Paragraph is also not intended to prevent Plaintiff from exercising any other rights protected by law, including the right to communicate with former coworkers and/or third parties about terms and conditions of employment or labor disputes, unrelated to the amount of settlement pay under this Agreement, when the communication is not so disloyal, reckless, or maliciously untrue as to lose the protection of the law. Nothing in this Paragraph or Agreement prevents Plaintiff from exercising rights she may have under section 7 of the NLRA.

10. Liquidated Damages for Breach of Paragraphs 8 and/or 9 of this Agreement.

Plaintiff and her counsel acknowledge that a breach by Plaintiff or her counsel of any of the covenants set forth in Paragraphs 8 and/or 9 of this Agreement will cause substantial harm to Releasees, including but not limited to, the cost of prosecuting any claims and lawsuits against Plaintiff. Plaintiff and her counsel also acknowledge that it is impossible for such harm to be calculated with any degree of certainty. Therefore, Plaintiff agrees that any breach by her or her counsel of their obligations under Paragraphs 8 and/or 9 of this Agreement shall entitle Releasees to reasonable liquidated damages in the sum of Two Thousand Six Hundred Seventy-Five Dollars and Zero Cents ($2,675.00) for each breach, not to exceed $20,000 in total, as well as recovery of reasonable court costs suffered by Releasees (which shall not include attorneys' fees). Plaintiff and her counsel agree that this provision is fair and reasonable in light of the fact that the actual damages that would be suffered as the result of any such breach of Paragraphs 8 and/or 9 of this Agreement would be difficult to ascertain.

11. Issuance of Form 1099; No Representation of Taxability. An IRS Form 1099 will be issued to Plaintiff and her counsel to reflect the Settlement Payment provided for in Paragraph 1, above. Plaintiff understands and agrees that she is responsible for payment of any taxes which are required to be paid to the State of California, the United States Government, or any other entity as a result of this settlement. Plaintiff acknowledges and agrees that Releasees have not warranted or represented how the U.S. Internal Revenue Service or other governmental taxing authorities will treat the Settlement Payment for tax purposes, and agrees that no further payment of money to Plaintiff from Releasees will be due in the event that the payment or the release of claims embodied in this Agreement, or any portion thereof, is found by a government taxing authority to be, or to result in, additional taxable income to Plaintiff. Plaintiff agrees that, in the event that any federal, state, or local agency takes the position that taxes should have been withheld from amounts paid pursuant to this Agreement, Plaintiff will be solely responsible for payment of any such alleged tax obligations and will indemnify and hold Releasees harmless from any resulting tax liability, interest, attorneys' fees, or penalty associated therewith. Plaintiff hereby agrees to indemnify Releasees from any and all manner of liability if any should be imposed on them

regarding the payment to Plaintiff under this Agreement specified above, including but not limited to any interest, attorneys' fees, penalties, and costs related to such payment. Upon Plaintiff's receipt of written notification from Releasees that such liability has been imposed by any of those governmental entities and the amount thereof, Plaintiff agrees that he shall fully remit such monies to the demanding entity within thirty (30) days from her receipt of such notification. Plaintiff further agrees to give Releasees written notice within ten (10) days of the time any demand for payment of taxes is received by Plaintiff from any governmental agency in connection with this payment, and further, Plaintiff will provide a confirmation that she will honor her obligations under this Paragraph.

12. Neutral Reference. Defendant agrees to give all prospective employers of Plaintiff a "neutral reference" – that is, Defendant shall make reasonable efforts to ensure that all that will be disclosed to prospective employers will be the period of employment and the last position held.

13. No Admission of Liability. It is understood and agreed by the Parties that this Agreement represents a compromise and settlement for various matters and that the promises and payments and consideration of this Agreement shall not be construed to be an admission of any liability or obligation by the Parties.

14. Attorneys' Fees and Costs. The Parties agree that they will bear their own attorneys' fees and costs incurred in connection with the Action other than what is described above. Plaintiff acknowledges that she will satisfy any obligation owed to or liens asserted by any counsel she consulted or retained, including but not limited to Crosner Legal, PC from the Settlement Payment.

15. Attorney Liens. Plaintiff represents and warrants that all legal expenses, bills, costs, or contingency fee agreements resulting from or arising out of the representation of Plaintiff by any attorney in relation to the Action are Plaintiff's responsibility to pay, and that any liens based on any legal expenses, bills, costs, or contingency fee agreements incurred as a result of the Action will be satisfied by Plaintiff. Plaintiff will indemnify, defend, and hold Releasees harmless from any such claims.

16. No Additional Recovery. It is the intent of this Agreement that Plaintiff, lienholders, and any other individual or entity with an interest in Plaintiff's claims shall not recover, directly or indirectly, any sums from Releasees other than the funds received pursuant to this Agreement and set forth in Paragraph 1. If, despite the provisions of this Paragraph, any Releasee receives any claims, including a claim for contribution, any indemnity arising out of a claim brought by the Plaintiff against another person, Plaintiff shall indemnify, provide a full defense for, and hold harmless the Releasee for such amount. In the event a trier of fact determines (and all appeals are exhausted or the time for such appeals have expired) that any Releasee is or would be liable for indemnity under any theory of law or equity, this Agreement shall act as a general release, releasing not only the Releasee but every other individual, trustee, firm, trust, corporation, or entity of any kind, who is or would be entitled to a defense and indemnity from the Releasee with respect to any liability that person, firm, or corporation may have to Plaintiff.

17. Entire Agreement. This Agreement constitutes the entire agreement between Plaintiff and Defendant regarding actual or potential claims asserted by Plaintiff against Releasees and the resolution of those claims, which will remain in full force and effect. Excluding any Arbitration or Confidentiality Agreements signed by Plaintiff in conjunction with her employment, this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding those claims or potential claims and the resolution of those claims, and no other agreement, statement, or promise made by one Party to another as to any matter addressed in this Agreement shall be binding or valid. This Agreement cannot be orally modified. Any amendment or modification to this Agreement must be in writing, signed by Plaintiff and by a duly authorized representative of Defendant. Plaintiff further represents that she is unaware of any agreement or promise, written or oral, between Releasees and/or anyone else, that could serve as the basis for any claim or action against Releasees that has not been released in this Agreement.

18. Notices. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to be given when served personally, or on the third business day after mailing if mailed by United States mail, postage prepaid, addressed to the other Party

and/or its counsel.

19. No Reliance Upon Representations by the Other Side. Each Party hereto represents and acknowledges that in executing this Agreement it does not rely and has not relied upon any representation or statement made by any other Party or by the agents, attorneys, or representatives of the other Party with regard to the subject matter of this Agreement, or its basis, or the effects of this Agreement other than those representations specifically set forth in this written document.

20. Binding Nature; No Assignment. This Agreement, and all the terms and provisions contained herein, shall bind the heirs, personal representatives, successors, and assigns of each Party, and inure to the benefit of each Party, its agents, directors, officers, employees, servants, successors, and assigns. The Parties promise and guarantee that they have not made, and will not make, any assignment of any claim, chose in action, right of action, or any right of any kind whatsoever, embodied in any of the claims that are released herein, and that no other person or entity of any kind had or has any interest in any of the claims released herein.

21. Construction; Interpretation. This Agreement is the product of arm's-length negotiations and is considered to be jointly drafted. As such, it shall not be construed against any Party because that Party caused it to be reduced to a written instrument.

22. Fairness of Settlement. The Parties agree that this settlement is fair, reasonable, and adequate. The Parties covenant never to challenge this Agreement.

23. Effect of Illegality. With the exception of Paragraph 3 of this Agreement, should any part, term, or provision of this Agreement be declared or determined by any Court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions of this Agreement shall not be affected thereby. Said illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Agreement.

24. Compliance with Terms; No Waiver. The failure to insist upon compliance with any term, covenant, or condition contained in this Agreement shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power

contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

25. Governing Law and Jurisdiction. This Agreement shall be interpreted under the laws of the State of California, both as to interpretation and performance.

26. Section Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

27. Representative Capacity. Each Party executing this Agreement in a representative capacity represents and warrants that he/she is empowered to do so.

28. Counterparts and Facsimile/Digital Signatures. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an executed Agreement and each of which shall be deemed to be one and the same instrument. A facsimile or digital signature shall be treated as an original signature for all purposes.

29. Voluntary and Knowing. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto.

30. Survival of Warranties and Representations. The warranties and representations of this Agreement are deemed to survive the date of execution thereof.

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31. Enforcement Costs. The Parties agree that in the event litigation is initiated by any Party to enforce this Agreement, the prevailing party will be entitled to recover its costs and reasonable attorneys' fees incurred in conjunction with the litigation, in addition to any other relief granted.

I, having read the foregoing Settlement Agreement and Release of All Claims and knowing the contents thereof, am effecting this settlement and executing this Agreement after having the opportunity to obtain legal advice from counsel, and I sign the same as my own free act.

Dated: 12 / 17 / 2025

Plaintiff, Misty Goodman

By: Misty Goodman _

MISTY GOODMAN

Dated: 12/29/2025

Defendant, W.K.S. Frosty Corporation

By: Michael Simmons (Dec 29, 2025 13:26:09 PST) _