SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the "Agreement"), is entered into by and between Plaintiff Cinthia Ramirez ("Plaintiff") on the one hand, and DTLA Insurance Brokers, LLC ("DTLA") and David Garcia ("Garcia") (DTLA and Garcia are collectively referred to herein as "Defendants") on the other hand. The Agreement shall be operative after execution by the parties to the Agreement (the "Effective Date") and approval of the court. Plaintiff and Defendants shall be referred to hereinafter individually as a "Party" and collectively as the "Parties."

RECITALS

A. Plaintiff was employed by Defendants from approximately October 5, 2021 to approximately April 18, 2022.

B. On or about September 30, 2022, Plaintiff submitted written notice to the Labor & Workforce Development Agency seeking a right to represent the State of California in an action under the Private Attorneys General Act of 2004 ("PAGA").

C. On February 21, 2023, Plaintiff, through her attorneys of record, filed an action against Defendants in San Bernardino County Superior Court, Case No. CIVSB2305411 ("the Action"). In the Action, Plaintiff asserts the following causes of action: (1) Sexual Harassment (Quid Pro Quo) 2CCR §11019(b)(2); (2) Hostile Work Environment/Sexual Harassment (Gov. Code §12940 *et seq.*); (3) Failure to Prevent Harassment (Gov. Code §12940(k)); (4) Retaliation (Gov. Code §12490 (h), (k); (5) Wrongful Termination in Violation of Public Policy; (6) Unpaid Wages; (7) Unpaid Overtime; (8) Failure to Permit Meal and Rest Periods (Labor Code §§226.7, 512); (9) Failure to Pay All Wages Timely Upon Separation of Employment (Labor Code §§201, 202); Failure to Provide Complete and Accurate Wage

Statements (Labor Code §226); Failure to Produce Records (Labor Code §1198.50); Unfair Competition (Bus. & Professions Code §17200 *et seq.*); Violation of the Private Attorney General Act of 2004 (Labor Code §2699.5).

D. The Parties have engaged in good faith settlement discussions, in, light of Defendants' claim of poverty, and reached settlement, subject to the approval of the court, for the following: $30,000 total settlement for Plaintiff's individual claims and individual PAGA claim, as more specifically set forth herein.

C. Defendants dispute and deny all claims and allegations as alleged in the Action and further denies Plaintiff is entitled to any recovery at all. However, after considering the substantial expense and uncertainty associated with the litigation, the Parties desire to settle all individual claims and disputes Plaintiff may have against Defendants or any other party associated with Defendants.

NOW THEREFORE, in consideration of the mutual agreements, covenants, and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

GENERAL RELEASE OF ALL CLAIMS AND WAIVER OF CIVIL CODE SECTION 1542 RIGHTS

1. For and in consideration of the covenants contained herein, Plaintiff hereby releases Defendants, DTLA and Garcia, its officers, directors, employees, and agents, affiliated in any manner with Defendants ("Released Parties"), to the fullest extent permitted by law, from any and all claims, demands, assertions of liability, causes of action, obligations, damages, claims for indemnity of any kind, nature or character whatsoever, whether or not

now known, suspected, or claimed, which Plaintiff may have against the Released Parties by reason of any matter, cause or event occurring up to and including the Effective Date of this Agreement, including, but not limited to, such matters arising out of facts and circumstances of the Action or Plaintiff's employment with or separation from DTLA (the "Released Claims"). The Released Claims specifically include any and all claims that Plaintiff set forth in the Action, including but not limited to her Fair Employment and Housing Act claims, individual wage and hour claims, and any and all other claims, whether identified in the Action or not, arising under the California Fair Employment and Housing Act; the California Family Rights Act; the California Labor Code and wage orders; the California Business and Professions Code; the California or federal constitution; and any other state or federal anti-discrimination or labor law including, but not limited to Title VII (42 U.S.C. § 2000e *et seq.*) as amended, the Family and Medical Leave Act, the Americans with Disabilities Act; the Age Discrimination in Employment Act; any common law, whether state or federal; or any agreement between Parties except for this Agreement.

2. It is the intention of the Parties that the releases contained herein shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, and demands of Plaintiff of any nature, character or kind, known or unknown, suspected or unsuspected, arising out of the subject matter of the Released Claims. Plaintiff acknowledges that she is familiar with Section 1542 of the California Civil Code, 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

Plaintiff expressly waives and relinquishes any and all rights and benefits which she may have under, or which may be conferred on her by the provisions of Section 1542 of the California Civil Code, as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that she may lawfully waive such rights or benefits pertaining to the released matters. In furtherance of such intention, the release hereby given shall be and will remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different claims or facts arising out of the released matters.

COVENANT NOT TO SUE

3. Plaintiff covenants that with respect to all Released Claims, she will not file any lawsuits, complaints, petitions, appeals, or charges against any Released Party in any state or federal court, or any proceedings before any local, state, or federal agency, claiming that Defendants or any of the Released Parties has injured her or violated any law ("Covenant Not to Sue"). Expressly excluded from this Covenant Not to Sue is the right to file a charge with, or participate in an investigation by, the Equal Employment Opportunity Commission ("EEOC"), the California Department of Civil Rights ("CDCR"), or a comparable local agency. Notwithstanding the foregoing, Plaintiff waives the right to recover compensatory or punitive damages, attorneys' fees or costs or other damages or recovery should such an agency, or any other person, entity or group, pursue any claim on her behalf.

A covenant not to sue is a promise not to sue regarding any release contemplated herein. This is different from a general release as contemplated herein and Plaintiff agrees never to sue any of the Released Parties regarding the Released Claims as set forth above; provided, however, that Plaintiff and Released Parties may file suit to enforce this Agreement.

CERTIFICATION OF NO WORK-RELATED INJURIES

4. Plaintiff certifies that she has not failed to report any work-related occupational injuries or diseases arising out of or in the course of her employment with Defendants. Defendants expressly rely on Plaintiff's representation as a material inducement to enter into this Agreement.

CONSIDERATION

5. As consideration for Plaintiff's release and for other agreements by Plaintiff as fully set forth in this Agreement, Defendants will provide to Plaintiff the total gross sum of $30,000.00 (Thirty Thousand Dollars) ("Total Consideration"), payable in twenty-four equal monthly payments of One Thousand Two Hundred Fifty and no/100 Dollars ($1,250.00). The breakdown for the settlement amount is:

(a) $1,000.00 attributed to the PAGA violation, of which $750 shall be paid to the LWDA and $250 shall be paid to Plaintiff; Defendant shall provide Plaintiff with a 1099 for her portion of the PAGA penalties;

(b) $4,508.50 attributed to lost wages; Defendants shall withhold standard wage deductions for taxes and withholdings; Defendants shall provide Plaintiff with a W-2 for this portion of the settlement;

(c) $13,314.69 attributed to other damages; Defendants shall not withhold taxes for this portion; Defendants shall provide Plaintiff with a 1099 for this portion of the settlement;

(d) $11,176.81 attributed to attorneys' fees and costs; Defendants shall provide Davis & Wojcik APLC with a 1099 for this amount.

The $30,000 total settlement payment shall be payable in twenty-four equal monthly payments in the amount of $1,250.00 per month. The breakdown for payments shall be as follows:

- First Payment for $1,250: $750 to the LWDA (individual PAGA claim); $250 to Cinthia Ramirez (Plaintiff's individual PAGA claim); $250 to Cinthia Ramirez (lost wages, with standard wage deductions);
- Second, Third and Fourth Payments for $1,250 (each payment): $1,250 to Cinthia Ramirez (lost wages, with standard wage deductions);
- Fifth Payment for $1,250: $508.50 to Cinthia Ramirez (lost wages, with standard wage deductions); $741.50 to Cinthia Ramirez (other damages, no deductions);
- Sixth through Fifteenth Payments for $1,250 (each payment): $1,250 to Cinthia Ramirez (other damages, no deductions);
- Sixteenth Payment for $1,250: $73.19 to Cinthia Ramirez (other damages, no deductions); $1,176.81 to Davis & Wojcik, APLC (attorneys' fees and costs, no deductions);

- Seventeenth through Twenty-Fourth Payments for $1,250 (each):

  $1,250 to Davis & Wojcik, APLC (attorneys' fees and costs, no deductions).

The first payment is due 10 calendar days from the court's approval of plaintiff's request for approval of settlement and request to dismiss the PAGA case. The second and each subsequent payment shall be due on the first day of each month thereafter. The entire case will be dismissed *without prejudice* after the first payment. The Court shall reserve jurisdiction for purposes of enforcing the settlement per §664.6. Should Defendants default on any payment, Plaintiff will receive a stipulated judgment against both Defendants, jointly and severally, for *$50,000*, less any amount paid. Upon default, Plaintiff shall be entitled to actual attorneys' fees and costs to set aside the dismissal and enter the stipulated judgment. The parties shall execute a stipulation to set aside the dismissal and for entry of the stipulated judgment simultaneously with this Settlement Agreement; however, the stipulation to set aside dismissal and for entry of the stipulated judgment shall not be filed with the court unless Defendants default on any payment. All payments shall be delivered to Davis & Wojcik, APLC, 1001 E. Morton Place, Ste A, Hemet, CA 92543.

6. Plaintiff agrees that the foregoing Total Consideration identified in Paragraph 5 shall constitute the entire consideration, monetary or otherwise, provided to Plaintiff under this Agreement, and that Plaintiff will not seek any further compensation for any other claimed damages, costs, penalties, interest, or attorneys' fees in connection with the matters encompassed in this Agreement.

7. Plaintiff agrees to take all steps to have her individual claims dismissed and her PAGA claim dismissed without prejudice within 10 days of the court's approval of the settlement and request to dismiss the PAGA case.

NEUTRAL EMPLOYMENT REFERENCE

8. Defendants agree that if any person or organization, including a prospective employer, asks about Plaintiff's work or seeks a recommendation or reference, Defendants will provide a neutral reference regarding Plaintiff, including only dates of employment and position held.

NO REPRESENTATION ABOUT TAX CONSEQUENCES

9. Plaintiff acknowledges and agrees that Defendants and/or their agents have made no representations or warranties to her regarding the tax consequences of any amounts paid by Defendants to her pursuant to this Agreement.

10. Plaintiff acknowledges and agrees that she will be responsible for the payment of any and all federal, state, and local taxes owed by her, and agrees to indemnify and hold harmless Defendants from any and all claims by any federal, state, or local agency regarding such payment.

NO ADMISSION OF LIABILITY

11. Defendant asserts that it has entered into this Agreement solely for the purposes of preventing involvement in protracted and costly litigation based upon the disputed allegations raised in the Action and denies any wrongdoing whatsoever. Neither this settlement, the negotiations leading up to settlement, nor anything contained herein, shall be construed to be at any time or any place an admission on the part of Defendants of any of the

allegations, which were or could have been alleged by Plaintiff, or of any of the Released Claims. Neither this Agreement nor the negotiations leading up to this Agreement will be admissible in any Court, tribunal, or proceeding, except for the sole purpose of enforcing this Agreement.

NO VOLUNTARY COOPERATION

12. Plaintiff agrees she will not voluntarily participate in any lawsuit, claim or any other proceeding against Released Parties unless subpoenaed or otherwise compelled by court order. Nothing in this Agreement shall be construed or interpreted to waive Plaintiff'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, its agents or employees, when Plaintiff has been required or requested to attend the proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature.

AGREEMENT TO BE CONSTRUED UNDER CALIFORNIA LAW

13. This Agreement shall be construed under the laws of the State of California and be binding upon and for the benefit of the Parties hereto and their respective officers, directors, employees, and agents, wherever the context requires or admits.

THE PARTIES HAVE READ AND UNDERSTAND TERMS OF AGREEMENT

14. The Parties hereby represent and warrant that they have read and understand the terms of this Agreement and have the authority and the capacity to make this Agreement and to carry out the terms hereof.

EACH PARTY TO BEAR THEIR OWN ATTORNEY'S FEES & COSTS

15. As further consideration, the Parties shall be responsible for the payment of their own costs, attorney's fees, and all other expenses each has incurred in or arising in any way out of the Action, Plaintiff's employment with or termination from DTLA, the dispute between the Parties, or in negotiation of this settlement.

BINDING EFFECT OF AGREEMENT

16. This Agreement shall be binding upon the Parties, their officers, directors, employees, and agents, and shall inure to the benefit of each and all of the Parties and Released Parties, their officers, directors, employees, and agents.

NO REPRESENTATIONS

17. The Parties acknowledge that, except as expressly set forth herein, no representation of any kind or character has been made to induce the execution of this Agreement.

NO WAIVER

18. The failure of any Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

THE PARTIES UNDERSTAND ALL ASPECTS OF THIS AGREEMENT AND HAVE HAD THE OPPORTUNITY TO DISCUSS THEM WITH AN ATTORNEY OF THEIR CHOICE

19. 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 AGREEMENT, FULLY INFORMED THEMSELVES OF ITS CONTENTS THROUGH EITHER ATTORNEYS, ADVISORS, AND/OR OTHER SOURCES OF THEIR OWN SELECTION. THE PARTIES FURTHER REPRESENT THAT THEY HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL THE PROVISIONS OF THIS AGREEMENT AND ARE VOLUNTARILY ENTERING INTO THIS AGREEMENT.

HEADINGS FOR REFERENCE ONLY

20. The headings used herein are for reference only and shall not affect the construction of this Agreement.

NOTICES

21. All written notices to Defendants shall be delivered to Narek Avetisyan or Legalatory, Inc., na@legalatory.com 559-550-2525 and must be received by 5:00 p.m. on the day such notice is due.

AGREEMENT TO BE ENFORCED UNDER CCP § 664.6

22. The Parties agree that this Agreement can be enforced pursuant to Code of Civil Procedure § 664.6. Further, if any proceeding or action is filed for enforcement of this Agreement, the prevailing party is entitled to reasonable costs and attorneys' fees.

SEVERABILITY

23. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision.

ENTIRE AGREEMENT

24. This Agreement constitutes the entire agreement between the Parties and it is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever except by a writing duly executed by authorized representatives of all of the parties hereto.

AGREEMENT CAN BE EXECUTED IN COUNTERPARTS

25. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original, and shall constitute an effective, binding agreement on the part of each of the undersigned.

A FACSIMILE SIGNATURE OR E-SIGNATURE WILL HAVE THE SAME EFFECT AS AN ORIGINAL SIGNATURE

26. A facsimile signature or e-signature shall have the same force and effect as the original signature.

4/3/2024
Dated: April __, 2024 | Cinthia Ramirez

Cinthia Ramirez
____

Dated: April __, 2024 | DTLA Insurance Brokers, LLC.

By: ______________________

Name: ______________________

Title: ______________________

eSignature Details

Signer ID:	**d1W5FCPKpxwt2FiXJtcD3iaA**
Signed by:	CINTHIA RAMIREZ
Sent to email:	[redacted]
IP Address:	
Signed at:	Apr 3 2024, 11:08 am PDT

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Dated: April __, 2024

Cinthia Ramirez

____

Dated: April 4, 2024

DTLA Insurance Brokers, LLC.

By: David Garcia

Name: David E Garcia

Title: Managing Member

Dated: April 4, 2024

David Garcia

David Garcia

Audit trail

Details

FILE NAME	Settlement Agreement 4-3-2024 (failed-Adobe Sign).pdf - 4/4/24, 4:31 PM
STATUS	Signed
STATUS TIMESTAMP	2024/04/04 23:39:49 UTC

Activity

SENT	[redacted] **sent** a signature request to: • David Garcia ([redacted]	2024/04/04 23:32:04 UTC
SIGNED	**Signed** by David Garcia [redacted]	2024/04/04 23:39:49 UTC
COMPLETED	This document has been signed by all signers and is **complete**	2024/04/04 23:39:49 UTC

The email address indicated above for each signer may be associated with a Google account, and may either be the primary email address or secondary email address associated with that account.