

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into by Mercedes Cervantes ("Cervantes") on the one hand, and Plan-It Life Inc. ("Plan-It Life") on the other. Cervantes and Plan-It Life are referred to collectively as the "Parties" and individually as a "Party." This Agreement resolves the disputes and extinguishes the obligations described below.

RECITALS

WHEREAS, Cervantes is a former employee of Plan-It Life and a dispute arose between the Parties arising out of and related to Cervantes's employment with, and separation from, Plan-It Life;

WHEREAS, on or about December 20, 2022, Cervantes, through her attorney, filed a civil complaint against Plan-It Life, Inc. in Riverside County Superior Court, Case No. CVRI2205519, alleging claims for civil penalties pursuant to the Private Attorneys General Act of 2004 ("PAGA") for violations of Labor Code Sections 201, 202, 226(a), 226.3, 226.7, 510, 512, 558, 1194, and 2802 (the "Action");

WHEREAS, Plan-It Life denies and disputes any and all of the alleged claims and allegations in the Action or those that could have been asserted by Cervantes as a result of Cervantes's employment with Plan-It Life; and

WHEREAS, the Parties wish to avoid the expense of continuing with the civil action and desire to resolve any and all claims alleged individually by Cervantes or those claims that could be alleged as a result of Cervantes's employment, any relationship between Cervantes and Plan-It Life, and/or generally arising out of or in connection Cervantes's employment and cessation thereof;

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. No Admission of Wrongdoing. The Parties agree that this Agreement is not to be construed as an admission of guilt or liability on the part of any Party nor any named defendant, and that the Parties, and each of them specifically, deny that any such Party has violated any statute, regulation, or any other legal duty governing any relationship with the other Party.
2. Effective Date. This Agreement will be effective on the date executed by both Parties ("Effective Date").
3. Cervantes' Consideration to Plan-It Life. By execution of this Agreement, Cervantes on behalf of herself, her heirs, executors, administrators, successors and assignees, hereby releases, acquits, and forever discharges Plan-It Life Inc. and any of its related corporate entities, subsidiaries, divisions, affiliates, related or parent companies of these entities, and all of its and their agents, servants, representatives, owners, officers, directors, stockholders, employees,

attorneys (including, but not limited to the law firm of Fisher & Phillips LLP), associations, joint ventures, partners, members, predecessors and successors in interest, insurers, and assigns, whether past or present (“Releasees”) to the full extent permitted by law, of and from any and all claims, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, attorneys’ fees, losses, and expenses, known and unknown, asserted and unasserted, suspected or unsuspected, filed or unfiled, except for those claims that cannot be released, specifically claims for worker’s compensation which are currently be pursued in a separate action by Cervantes, that Cervantes has or may have against the Released Parties arising out of any known or unknown fact, condition, or incident, occurring prior to the date of execution of this Settlement Agreement including, but not limited to, any claims, demand, charges, or complaints, including the Action, or arising out of or in connection with Cervantes’ employment, or the cessation thereof, or arising out of or in connection with Cervantes’ relationship with any of the Released Parties, or the cessation thereof.

This release includes Cervantes’ release of her individual PAGA claims and hereby waives her right to pursue non-individual representative PAGA claims including her right to represent the State in claiming civil penalties for Labor Code violations that she claims she experienced or that any other employee claims to have experienced. Cervantes recognizes that this Agreement waives her right to serve as a representative of the State in bringing a claim on behalf of the State, and that it precludes her from bringing any claim for civil penalties on behalf of the State arising out of or related to her application for employment, employment, or separation of employment with Plan-It Life.

This release includes, without limiting the generality of the foregoing, any and all claims, demands, causes of action, obligations, charges, liabilities, attorneys’ fees, costs, actual, compensatory, and/or punitive damages, and all claims for any other type of relief related to, arising out of, or based upon: all claims of harassment, discrimination, or retaliation in violation of local, state, or federal law; all claims for failure to prevent harassment, discrimination, or retaliation; all claims of violation of public policy, including a claim for wrongful or constructive termination of employment; all claims based on tort 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 or premiums, and expense reimbursement; all claims for rest or meal periods and associated penalties or premiums, and any and all claims for alleged violations of the California Labor Code; any alleged violations of the California Health and Safety code; 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 Cervantes; and all claims generally relating to Cervantes’ employment relationship and the cessation thereof, including any alleged violation of any federal, state, or other governmental statute, regulation, ordinance, or executive order, including without limitation:

- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Employee Retirement Income Security Act of 1974 (“ERISA”);
- The Immigration Reform and Control Act;

- The Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967 (“ADEA”);
- The Workers Adjustment and Retraining Notification Act;
- California’s Occupational Safety and Health Act, or the Federal equivalent;
- The Sarbanes-Oxley Act of 2002;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- California Family Rights Act – Cal. Gov’t Code § 12945.2;
- California Fair Employment and Housing Act – Cal. Gov’t Code § 12900 et seq.;
- California Unruh Civil Rights Act – Cal. Civ. Code § 51 et seq.;
- Statutory Provisions Regarding the Confidentiality of AIDS Information – Cal. Health & Safety Code § 120775 et seq.;
- California Confidentiality of Medical Information Act – Cal. Civ. Code § 56 et seq.;
- California Parental Leave Law – Cal. Lab. Code § 230.7 et seq.;
- California Apprenticeship Program Bias Law – Cal. Lab. Code § 3070 et seq.;
- California Equal Pay Law – Cal. Lab. Code § 1197.5;
- California Whistleblower Protection Law – Cal. Lab. Code § 1102.5;
- California Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394;
- Statutory Provision Regarding California Family and Medical Leave – Cal. Lab. Code § 233;
- Statutory Provisions Regarding California Electronic Monitoring of Employees – Cal. Lab. Code § 435;
- The California Occupational Safety and Health Act, as amended, California Labor Code § 6300 et seq., and any applicable regulations thereunder;
- California Obligations of Investigative Consumer Reporting Agencies Law – Cal. Civ. Code § 1786.10 et seq.;
- California Political Activities of Employees Law – Cal. Lab. Code § 1101 et seq.;
- California Domestic Violence Victim Employment Leave Law – Cal. Lab. Code § 230.1;
- California Court Leave Law – Cal. Lab. Code § 230;
- Those other provisions of the California Labor Code that lawfully may be released, specifically including, but not limited to the Private Attorney General Act pursuant to Labor Code § 2699 et seq.;
- The Families First Coronavirus Response Act.
- Los Angeles AIDS-Based Discrimination Ordinance, Los Angeles Municipal Ordinance §45.80 et seq.;
- Any other federal, state or local civil or human rights law or any other federal, state or local law, regulation or ordinance;
- Any public policy, contract, tort, or common law; or
- Any basis for recovering costs, fees, or other expenses including attorneys’ fees incurred in these matters.

4. Plan-It Life's Consideration To Cervantes. In exchange for the promises made by and in consideration for all the terms agreed to by Cervantes in this Agreement, Plan-It Life shall make a settlement payment in the total gross amount of Thirty Thousand Dollars and Zero Cents (\$30,000.00) (the "Settlement Payment"), in three installment payments, made out as follows:

- a. A check payable to "Mercedes Cervantes" in the amount of Fourteen Thousand Nine Hundred Sixty Dollars and Zero Cents (\$14,960.00), for alleged emotional distress, interest and penalties. Said amount will be reported on an IRS Form 1099 as appropriate;
- b. A check payable to "Mercedes Cervantes" in the amount of One Thousand Dollars and Zero Cents (\$1,000.00), for alleged unpaid wages subject to required payroll tax deductions. Said amount will be reported on an IRS Form W2 as appropriate
- c. A check payable to the "Gaines & Gaines, APLC" in the amount of Fourteen Thousand Forty Dollars and Zero Cents (\$14,040.00), as compensation for attorneys' fees and case costs. Said amount will be reported on an IRS form 1099 as appropriate.

The above-mentioned checks shall be delivered to Daniel F. Gaines, Gaines & Gaines, APLC, 4550 E. Thousand Oaks Blvd., Suite 100, Westlake Village CA 91362.

By execution of this Agreement, provided the Agreement is executed by all Parties, Plan-It Life shall send the Settlement Payment as soon as practicable, but no later than the Effective Date, so long as Cervantes provides all of the following: (i) an executed copy of this Agreement, signed by Cervantes; and (ii) an IRS form W-9 executed by Cervantes, and (iii) an IRS form W-9 executed by Cervantes's counsel. Upon delivery of the full Settlement Payment, Plan-It Life 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 Cervantes may have retained or consulted. By execution of this Agreement, Cervantes authorizes payment to be made as set forth herein.

5. Tax Indemnification. Cervantes understands and agrees that she is responsible for payment of any taxes that are required to be paid to the State of California, the United States Government, or any other entity as a result of this settlement. Cervantes acknowledges that no representations regarding the tax consequences of the Settlement Payment have been made by Plan-It Life or its counsel. Cervantes agrees that in the event that some federal, state, or local agency takes the position that taxes should have been withheld from amounts paid pursuant to this Agreement, that Cervantes will be solely responsible for payment of any such alleged tax obligations and will indemnify and hold Releasees, defined above, harmless from any resulting tax liability, interest, or penalty associated therewith.

6. Civil Code Section 1542 Waiver. The Parties hereby agree that the provisions of California Civil Code section 1542 are waived. California Civil Code section 1542 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.

The Parties agree, understand, and acknowledge the significance and consequences of the specific waiver of California *Civil Code* Section 1542, and hereby assume full responsibility for any damages or losses sustained of any kind, character or nature which might have been asserted but have been released as set forth above.

7. Covenant Not to Sue. Cervantes represents that as of the date of her execution of this Agreement, aside from the Action and related notice to the Labor and Workforce Development Agency, she has not filed any charge, complaint, or lawsuit over any claims referred to in Paragraph 3 of this Agreement. Cervantes agrees and promises not to voluntarily participate in any ongoing and/or future investigation or civil case, including class actions or PAGA representative actions, that could or might be brought by any governmental entity or private party against Plan-It Life and/or the Releasees with respect to any matters, including, but not limited to, any incidents which could have been alleged to have occurred to her or others during her employment with Plan-It Life in any proceeding, including, but not limited to, any civil or administrative proceedings which may or could be maintained or instituted against Plan-It Life and/or the Releasees. Cervantes also agrees that she will not cause, encourage, or participate in any civil or administrative proceedings maintained or instituted against the Releasees, or in any ongoing and/or future civil litigation or administrative proceedings, with respect to matters or incidents which were, or could have been, alleged against Releasees prior to the Effective Date of this Agreement. Cervantes also agrees and promises that she will not testify or provide any information with respect to any matters, including, but not limited to, any incidents which could have been alleged to have occurred to her or others during her employment with Plan-It Life, in any proceeding, including, but not limited to, any civil or administrative proceedings which may or could be maintained or instituted against Plan-It Life and/or the Releasees. Cervantes may, however, testify and give any information otherwise precluded by this paragraph in such proceedings if such testimony or information is required by a court order, pursuant to a lawful subpoena, or otherwise required by law. Furthermore, nothing in this paragraph is intended to or shall interfere with Cervantes' right to participate in a proceeding with any appropriate federal, state or local government agency enforcing discrimination laws. Cervantes understands that while she is permitted by law to file an agency charge, should any such charge or action involving matters covered by this Agreement be filed by Cervantes or on her behalf, she agrees to promptly give the agency or court having jurisdiction a copy of this Agreement and inform it that she has fully settled all claims and potential claims.

8. Representation of No Liens. Cervantes represents and agrees that, to the best of her knowledge, no liens or encumbrances have been placed on her claims, potential awards or the Settlement Payment set forth in Paragraph 4. To the extent that any Party makes a claim or takes

action regarding this Agreement that requires Releasees to incur costs of any kind, Cervantes shall reimburse Releasees for all such costs.

9. Confidentiality. All matters involving the amount paid pursuant to this Agreement, the terms of this Agreement, and information exchanged through settlement negotiations will be maintained in absolute confidence by the Parties. Cervantes agrees that she will not tell anyone about the terms and conditions of this Agreement or that a monetary payment was made in conjunction with this Agreement. Cervantes may, without violating the terms of this confidentiality provision, disclose the amount of this settlement to her spouse, attorneys, insurers, tax preparers, or accountants, when compelled by subpoena or as otherwise required by law. Cervantes may submit a copy of this Agreement to the Court and the Labor and Workforce Development Agency, as authorized by paragraph 11 below. Cervantes shall instruct those to whom disclosure is allowed under this Agreement that its terms are confidential and must not be disclosed and agree that it shall be a violation of Cervantes' obligations under this Agreement should those to whom disclosure is allowed, subsequently improperly disclose the terms and amount paid pursuant to this Agreement.

10. Mutual Agreement Not to Disparage. Cervantes agrees that, to the maximum extent such prohibition is permitted under the law, she will not make any oral or written statement or take any other actions that disparages or criticizes Plan-It Life and/or any of the Releasees. Cervantes acknowledges that the confidentiality provision in Paragraph 9 of this Agreement and this non-disparagement provision are important to Plan-It Life and that a violation of these provisions will be considered a material breach of this Agreement. On the condition that all inquiries are directed to Plan-It Life's Human Resources department, a prospective employer will be provided with only Cervantes' name, hire date, positions held, and separation date. Cervantes understands and agrees that Plan-It Life shall not be liable for any violation of this provision for inquiries directed anywhere other than Plan-It Life's Human Resources department. Nothing in this Agreement prevents Cervantes from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

11. Dismissal of Pending Actions, Charges, and Complaints. In exchange for the promises made by and in consideration for all the terms agreed to by Plan-It Life in this Agreement, Cervantes agrees that within five (5) days of receiving the payment in Paragraph 4 of this Agreement, she will take all necessary action to withdraw from consideration by any state or federal agency or court of law, other government entity or any forum, any charge or complaint relating to their relationship with Plan-It Life, including dismissal of the Action with prejudice as to Plaintiff's individual claims and without prejudice as to the PAGA claims. Cervantes also represents that she does not intend to bring any new or different charges or complaints on her own behalf or on behalf of any other person or entity against Plan-It Life or any other person or entity referred to herein. Cervantes understands that failure to undertake this action shall constitute a material breach of this Agreement. Cervantes shall file a stipulation for dismissal of the Action, to which she will attach a copy of this Agreement, as required by PAGA. Concurrent with its submission to the Court, Plaintiff will submit this Agreement to the Labor and Workforce Development Agency, as required by PAGA.

12. Liquidated Damages. Cervantes acknowledges that a breach of any of the covenants set forth in Paragraphs 10 and 11 of this Agreement will cause substantial harm to Plan-It Life, including but not limited to, the cost of prosecuting any claims and lawsuits against her. Cervantes also acknowledges that it is impossible for such harm to be calculated with any degree of certainty. Therefore, Cervantes agrees that any proven breach by a party of the obligations under Paragraphs 10 and 11 of this Agreement shall entitle Plan-It Life to liquidated damages in the sum of \$3,000.00, plus recovery of its court costs and reasonable attorneys' fees, for each proven breach. Cervantes agrees 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 proven breach of Paragraphs 10 or 11 of this Agreement would be difficult to ascertain.

13. Acknowledgment. Upon receipt of the Settlement Payment, Cervantes acknowledges and agrees that she has received in excess of all wages and other compensation or remuneration of any kind due or owed from Plan-It Life, including but not limited to all wages, rest periods, meal periods, commissions, bonuses, advances, vacation pay, and any other incentive-based compensation to which Cervantes was or may become entitled or eligible. Cervantes agrees that she is entering into this Agreement voluntarily.

14. Competency and Authority. The Parties to this Agreement hereby represent and warrant that they are fully competent to enter into this Agreement and that they have the right, power, legal capacity, and authority to enter into this Agreement.

15. Entire Agreement. This Agreement contains the entire understanding of the Parties and supersedes all other oral or written agreements or understandings between the Parties. This Agreement may not be amended except upon the express written consent of the Parties.

16. Governing Law and Attorneys' Fees; Retention of Jurisdiction. This Agreement is governed by and construed under the laws of the State of California. To the extent that a dispute arises related to breach of this Agreement, the prevailing Party is entitled to recovery of reasonable costs and attorneys' fees. Venue for such a dispute will be in California Superior Court, Riverside County, which the Parties agree shall retain jurisdiction over this Action and the Parties as authorized by Code of Civil Procedure section 664.6 and as otherwise allowed by law, to enforce this Agreement.

17. Party Understandings—No Reliance on Other Statements. Each of the Parties to this Agreement agrees as follows:

a. Cervantes has received independent legal advice from her attorneys, with respect to the advisability of making the settlement provided for herein, with respect to the advisability of executing this Agreement, and with respect to the meaning of Civil Code section 1542.

b. No Party (nor any officer, agent, employee, representative, or attorney of or for any Party), has made any statement or representation to any other Party regarding any fact relied on in entering into this Agreement, and no Party relies on any statement, representation, or promise of any other Party (or of any officer, agent, employee,

representative, or attorney of or for any Party), in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement.

c. Each Party to this Agreement has made such investigation of the facts pertaining to this settlement and this Agreement and of all the matters pertaining thereto as she or it deems necessary.

d. In entering into this Agreement and the settlement provided for herein, each Party assumes the risk of any misrepresentation, concealment, or mistake. If any Party subsequently discovers that a fact was untrue that she or it relied on in entering into this Agreement, or that any fact was concealed from she or it, or that she or its understanding of facts or the law was incorrect, such Party is not entitled to any relief in connection therewith, including without limitation on the generality of the foregoing, any alleged right or claim to set aside or rescind this Agreement. This Agreement is final and binding between the Parties, regardless of any claims of misrepresentation, promise made without the intention of performing, concealment of fact, or mistake of fact or law.

e. No Party has previously assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, or causes of action disposed of by this Agreement.

f. Each Party is aware that she or it may hereafter discover claims or facts in addition to or different from those that she or it now knows or believes to be true with respect to the matters related herein. In furtherance of such intention, the releases given herein remain as complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

g. The Parties shall execute all such further and additional documents as are reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement.

h. Each Party acknowledges that she or it has read this Agreement and acknowledges that the only consideration for signing this Agreement are the terms stated above that no other promise or agreement of any kind has been made to any Party by any person or entity whatsoever to cause any Party to sign this Agreement.

18. Severability. The provisions of this Agreement are severable, and if any of its provisions are found to be unenforceable, the remaining provisions remain valid. This Agreement survives the termination of any arrangements contained herein.

19. Attorneys' Fees and Costs. The Parties agree that they are responsible for their own costs and attorneys' fees in the instant matter.

20. Execution. This Agreement may be executed in counterparts and if so executed, each counterpart has the same force and effect as an original and together constitute an effective binding agreement on the part of each of the undersigned Parties. This Agreement may also be

executed by electronic signature, and each such signature is a fully enforceable signature hereto upon receipt by facsimile or mail by the other Party. The Parties agree where practicable to use DocuSign, or Hellosign, or other electronic signature technology, to expedite the execution of this Agreement, pursuant to California Civil Code Section 1633.7.

Dated: 08 / 19 / 2024, 2024

Mercedes Cervantes

Mercedes Cervantes

Dated: 8 - 20 - 2024, 2024

For Plan-It Life, Inc.