

SETTLEMENT AGREEMENT

This Settlement Agreement and Release of Claims (the "Agreement") is made by and between Plaintiff Odilon Garcia ("Plaintiff"), on the one hand, and Defendant Gothic Grounds Management, Inc. ("Defendant"), on the other hand. Plaintiff and Defendant are referred to collectively as the "Parties" and individually as a "Party." This Agreement is intended to resolve all disputes and extinguish those obligations described below.

RECITALS

WHEREAS, Plaintiff filed a class action lawsuit in Los Angeles Superior Court styled *Odilon Garcia v. Gothic Grounds Management, Inc.*, Case No. BC604184, on or about December 14, 2015, arising from Plaintiff's employment with Defendant. On or about February 16, 2016, Plaintiff filed a First Amended Complaint to add a claim for penalties pursuant to the Private Attorneys General Act ("PAGA Claim"). On or about May 17, 2017, the Court granted Defendant's Motion to Deny Class Certification and/or Strike Class Allegations. As a result, only Plaintiff's individual claims remain in this lawsuit. ("**Action**");

WHEREAS, Defendant denies and disputes any and all of Plaintiff's claim; and

WHEREAS, the Parties desire to avoid the disruption, inconvenience, uncertainty and costs associated with further processing or litigation of any claims that either party has asserted in the Actions as well as any additional claims they have previously asserted or may assert in the future.

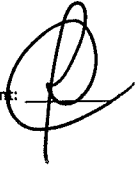
AGREEMENT

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, 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. Plaintiff's Consideration to Defendant. By execution of this Agreement, Plaintiff on behalf of himself, his heirs, executors, administrators, successors and assignees, hereby

Plaintiff: OGG
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FPOCS 33057208.1

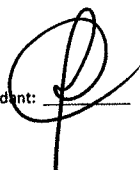
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releases, acquits and forever discharges Defendant, and all persons, agents, servants, representatives, officers, directors, stockholders, employees, attorneys (including, but not limited to the law firm of Fisher & Phillips LLP) associations, joint ventures, corporations, parent corporations, subsidiaries, affiliates, partners, members, predecessors and successors in interest, insurers, and assigns, and all other legal entities with whom Defendant has been, is now, or may hereafter be affiliated with ("Releasees") from any and all claims, demands, obligations, actions, causes of action, liabilities, and losses of every kind and nature whatsoever from any and all liability for claims known or unknown arising prior to the date of execution of this Agreement. This release includes, without limiting the generality of the foregoing: any and all claims, demands, causes of actions, obligations, charges, damages, liabilities, attorneys' fees and costs relating to, arising out of, or based upon claims of harassment, discrimination, and/or retaliation in violation of State or Federal law; all claims of violation of public policy, including a claim for wrongful and/or constructive termination of employment; all claims based on tort, including claims for assault, battery, false imprisonment, invasion of privacy, 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, all claims for emotional distress; any all claims which were or could have been asserted in the Action; and all claims generally relating to Plaintiff's employment with Defendant and the cessation thereof, including any alleged violation of any federal, state or other governmental statute, regulation or ordinance. This release does not include any claim that cannot be released as a matter of law in this Agreement. This release in all respects has been voluntarily and knowingly executed with the express intention of effecting the legal consequences provided in the California *Civil Code* § 1541, that is, the extinguishment of obligations herein designated.

3. Defendant's Consideration To Plaintiff. In exchange for the consideration provided by Plaintiff under this Agreement, Plaintiff shall receive a Settlement Payment in the amount of

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Fifteen Thousand Dollars and Zero Cents (\$15,000.00). The Settlement Payment shall be made in the form of a check, payable to "Lavi & Ebrahimi, LLP Client Trust Account."

4. PAGA Penalties. One Thousand Dollars and Zero Cents (\$1,000) of the Settlement Payment shall be allocated as payment for penalties under the California Labor Code Section 2699 *et seq.* ("PAGA Penalties") as to Plaintiff's individual PAGA Claim. 75% of the PAGA Penalties will be paid directly to the California Labor and Workforce Development Agency (in the amount of \$750.00) and the remaining 25% of the PAGA Penalties (in the amount of \$250.00) will be provided to Plaintiff. Plaintiff will dismiss the PAGA Claim as to the aggrieved employees without prejudice.

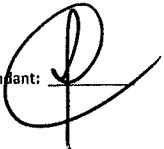
5. Civil Code Section 1542 Waiver. Plaintiff hereby agrees that the provisions of California *Civil Code* § 1542 are waived. California *Civil Code* § 1542 provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT
TO EXIST IN HIS/HER FAVOR AT THE TIME OF
EXECUTING THE RELEASE, WHICH IF KNOWN BY
HIM/HER MUST HAVE MATERIALLY AFFECTED
HIS/HER SETTLEMENT WITH THE DEBTOR.**

6. Timing. Defendants have no obligation to provide the consideration as set forth in paragraph 3, above, until thirty (30) days after Plaintiff's counsel has provided Defendant's counsel the Agreement executed by Plaintiff and a W-9 form.

7. Dismissal of Complaint With Prejudice. Plaintiff agrees that within ten (10) days of receiving the consideration in paragraph 3, and confirmation that the consideration clears the account from which it is drawn, he will file a request for dismissal without prejudice as to the representative allegations of Plaintiff's PAGA Claim. Plaintiff agrees that within three (3) days of receiving the Court's order dismissing the representative allegations of Plaintiff's PAGA Claim,

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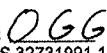
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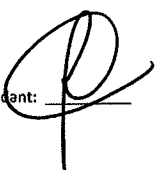
Plaintiff will file a request for dismissal with prejudice of the Action with the Los Angeles Superior Court.

8. Confidentiality of Agreement. Any and 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 Plaintiff. Plaintiff agrees he will not tell anyone about the terms and conditions of this Agreement or that a monetary payment was made in conjunction with this Agreement. Plaintiff may, without violating the terms of this confidentiality provision, disclose the amount of this settlement to his respective spouse, attorneys, insurers, tax preparers, and/or accountants, when compelled by subpoena or as otherwise required by law. Plaintiff agrees to instruct those to whom disclosure is allowed under this Agreement that its terms are confidential and must not be disclosed and agrees that it shall be a violation of Plaintiff's obligations under this Agreement should those to whom disclosure is allowed, subsequently improperly disclose the terms and amount paid pursuant to this Agreement.

9. Liquidated Damages for Breach of Confidentiality. Plaintiff acknowledges that a breach of any of the covenants set forth in Paragraph 7 of this Agreement will cause substantial harm to Releasees, including but not limited to, the cost of prosecuting any claims and lawsuits against Plaintiff. The Parties also acknowledge that it is difficult, if not impossible, to ascertain damages arising out of a breach. Therefore, the Parties agree that any proven breach by Plaintiff of his obligations under Section 8 of this Agreement shall entitle Defendants to recover liquidated damages in the amount of One Thousand Dollars and Zero Cents (\$1,000.00) per breach, in addition to reasonable attorneys' fees.

10. No Re-Application For Employment. Plaintiff agrees that he will not apply for re-employment with Defendant or with any other company affiliated with Defendant. Plaintiff agrees that Defendant or any of its affiliated companies, have no obligation to hire him in the future. Plaintiff agrees that, should he become employed by Defendant or an affiliated company, his employment may be terminated and no liability shall result therefrom. For purposes of this

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paragraph, an "affiliated company" includes a parent, subsidiary or other related corporation of Defendant. This provision shall not apply in the event Plaintiff is working for an entity that is acquired by Defendant and/or any of its affiliated companies subsequent to the execution of this Agreement.

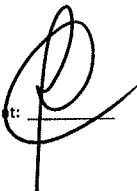
11. Acknowledgement. Upon receipt of the settlement payment, Plaintiff acknowledges and agrees that he has received in excess of all wages and other compensation or remuneration of any kind due or owed from Defendant, including but not limited to all wages, rest periods, meal periods, commissions, bonuses, advances, vacation pay, and any other incentive-based compensation to which Plaintiff was or may become entitled or eligible. Plaintiff agrees he is entering into this agreement voluntarily.

12. Non-Disparagement. Plaintiff agrees and promises that he will not undertake any harassing or disparaging conduct directed at Releasees or any of their managers, supervisors, or employees, and that he will refrain from making any negative, detracting, derogatory, or unfavorable statements about Releasees or any of their managers, supervisors, or employees. Plaintiff further agrees he will not act in any manner that damages the operation or reputation of Releasees. To the extent permitted by law, Plaintiff agrees that he will not counsel or assist any attorneys or clients in the presentation or prosecution of any disputes and/or differences by any third party against Releasees unless pursuant to a lawfully issued subpoena or other order by a court or agency of competent jurisdiction, or in response to an official inquiry of a governmental agency. Plaintiff further agrees to give Releasees notice within three (3) business days of her receipt of a subpoena or other order by court or agency pursuant to this Paragraph.

13. Binding Effect. This Agreement, and its promises, covenants, rights and obligations, shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.

14. Entire Agreement. This Agreement contains the entire understanding of the Parties and shall supersede all other oral or written agreements or understandings between the Parties.

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Defendant: 

This Agreement shall not be modified, altered or changed except upon the express written consent of the Parties hereto.

15. Governing Law and Attorneys' Fees. This Agreement shall be governed by and be construed under the laws of the State of California. The Los Angeles Superior Court shall retain jurisdiction over the Action and the Parties pursuant to California Code of Civil Procedure section 664.6 to enforce the terms of this Agreement until performance in full of the terms of this Agreement. To the extent a dispute arises related to the breach of this Agreement, the prevailing party shall be entitled to recovery of reasonable costs and attorneys' fees.

16. Parties Understanding/No Reliance on Other Statements. Each of the parties to this Agreement represents, warrants and agrees as follows:

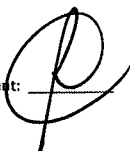
16.1. Each Party has received independent legal advice from its attorneys, with respect to the advisability of making the settlement provided for herein, with respect to the advisability of executing this Agreement, and with respect to the meaning of Civil Code section 1542.

16.2. 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 upon in entering into this Agreement, and each Party does not rely upon 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.

16.3. 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 it deems necessary.

16.4. 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 should subsequently discover that any fact relied upon by it in entering into this Agreement

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Defendant: 

was untrue, or that any fact was concealed from it, or that its understanding of the facts or if the law was incorrect, such Party shall not be 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 intended to be and is final and binding between the Parties hereto, regardless of any claims of misrepresentation, promise made without the intention of performing, concealment of fact, mistake of fact or law, of any other circumstance whatsoever.

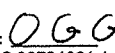
16.5. Each Party has not heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, and cause or causes of action disposed of by this Agreement.

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

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

16.8. Each Party acknowledges that they have 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.

17. Severability. The provisions of this Agreement are severable, and if any of its provisions are found to be unenforceable, the remaining provisions shall remain fully valid and enforceable. This Agreement shall survive the termination of any arrangements contained herein.

Plaintiff: 
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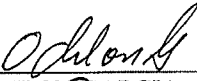
Defendant: 

18. Attorneys' Fees and Costs. The Parties agree that each party shall be responsible for their own costs and attorneys' fees in the instant matter.

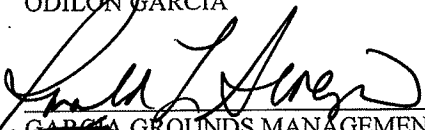
19. Execution. This Agreement may be executed in counterparts and when so executed, each counterparts shall have the same force and effect as an original and shall constitute an effective binding agreement on the part of each of the undersigned Parties. This Agreement may also be executed by facsimile signature, and each such signature shall be treated as a fully enforceable signature hereto upon receipt by facsimile or mail by the other Party.

AUGUST
Dated: ~~July~~ 2, 2017

AUGUST
Dated: ~~July~~ 2, 2017



ODILON GARCIA



GARCIA GROUNDS MANAGEMENT, INC.
By: Ronald Garcia
Its: CEO

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Defendant: 