

CONFIDENTIAL SETTLEMENT AGREEMENT & GENERAL RELEASE

This Settlement Agreement and General Release (“Agreement”) is made by and between Francisco Lustre (“Plaintiff”) and Luxury Cars – Los Gatos, LLC, which includes any subsidiaries and affiliates, (“Defendant”) (Plaintiff and Defendant collectively, the “Parties”).

RECITALS

WHEREAS, Plaintiff was employed by Defendant and alleged claims based on the California Labor Code;

WHEREAS, on September 9, 2025, Plaintiff filed a lawsuit against Luxury Cars - Los Gatos, LLC, in Santa Clara County Superior Court, Case No. 25CV474635 (“Action”), alleging penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201, 202, 226(a), 226.7, 227.3, 246, 510, 512, 1194, and 2802 and pursuant to Labor Code § 2699(a) for violations of Labor Code §§ 226.3 and 558.

WHEREAS, through this Agreement, Plaintiff agrees to resolve his individual claims with prejudice and dismiss the representative PAGA claims without prejudice;

WHEREAS, Plaintiff is not receiving any consideration for the dismissal of the PAGA claim through this Agreement; and

WHEREAS, Defendant denies that Plaintiff was subjected to any unlawful employment practices or owed any unpaid wages during Plaintiff’s employment and denies any liability or wrongdoing of any kind, including in connection with the allegations in the Action.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. SETTLEMENT PAYMENT.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Plaintiff's counsel shall provide a completed IRS Form W-9 and Plaintiff shall provide a completed IRS W-9 and W-4 forms to Defendant for the purpose of issuing the Settlement Payment.

For the avoidance of doubt, Defendant will not have any obligation to pay the Settlement Payment unless and until Defendant's counsel receives properly completed tax forms from both Plaintiff and Plaintiff's counsel and the other conditions outlined in this Agreement are met. Except as provided herein, the parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with this Agreement.

(b) Defendant shall send the Settlement Payment to Gaines Law Corporation at 4550 E. Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362.

(c) The Parties agree that the Settlement Payment represents the settlement of Plaintiff's disputed claims and is being provided by Defendant as consideration for Plaintiff entering into this Agreement, including the release of claims and waiver of rights provided for below. Plaintiff acknowledges and agrees that Defendant and its attorneys, officers, directors, employees, agents and representatives have not made any representations regarding the tax consequences of any amounts paid in accordance with this Agreement. Plaintiff agrees to pay, and to be solely responsible for, any and all state, local and federal taxes, if any, which are required by applicable law to be paid with respect to the Settlement Payment and/or this Agreement. Plaintiff agrees that, to the extent that the Settlement Payment, or any part thereof, is construed by a federal, state or local taxing authority as wage payments for which applicable employment taxes and withholdings should have been withheld by Defendant, Plaintiff shall indemnify, defend and hold Defendant and the released persons and entities (as described below) harmless from any claims, demands, penalties, interest, deficiencies, levies, assessments, executions, judgments or recoveries under any federal, state or local tax laws, and any costs, attorneys' fees, expenses, damages, or other amounts incurred which are associated therewith, which are in any way related to or arise from any such actual or potential tax obligations imposed by law, and/or any share of any such tax, and/or any withholding or contribution obligations, including but not limited to FICA, state unemployment insurance, state disability insurance contributions, and the like. In the event that any governmental entity makes any inquiry regarding this Agreement or the Settlement Payment, the party receiving such inquiry shall immediately notify in writing the other party to this Agreement of such inquiry.

(d) This Settlement is contingent upon: (i) Plaintiff successfully securing dismissal of the individual claims in the Action with prejudice and representative PAGA claims without prejudice in Superior Court of California, County of Santa Clara ("Court"). Should Plaintiff not be able to secure dismissal of the Action, Plaintiff agrees to return to Defendant all settlement funds paid by Defendant.

2. **ALL WAGES AND BENEFITS PAID IN FULL.** Plaintiff acknowledges that, with the Settlement Payment referenced in Paragraph 1 above, which represents a good faith compromise of a disputed wage claim, Defendant has paid all wages and benefits owed to Plaintiff by Defendant.

3. **NON-ADMISSION OF LIABILITY.** Plaintiff acknowledges that the foregoing

consideration does not constitute an admission of liability, express or implied, on the part of Defendant with respect to any fact or matter which may be involved in the dispute, and Plaintiff's employment with Defendant or the separation thereof. Plaintiff acknowledges that Defendant is providing Plaintiff with the above-recited consideration solely for the purpose of resolving all of the controversies that are the subject of the dispute. Plaintiff further acknowledges that Defendant continues to deny that Defendant or any of the Defendant's current or former employees, officers, directors, and/or agents ever acted toward Plaintiff or by any other individual in a manner which would constitute a violation of any constitutional, statutory, or common law right, whether that right arises under state, federal or local law.

4. GENERAL RELEASE OF ALL CLAIMS.

(a) Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns, generally release and discharge Defendant, all current and former direct and indirect parents, subsidiaries, brother-sister companies, and all other affiliates and related partnerships, joint ventures, or other entities, and, with respect to each of them, their predecessors and successors; and, with respect to each such entity, all of its past, present, and future employees, officers, directors, stockholders, owners, members, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), and any other persons acting by, through, under or in concert with any of the persons or entities listed in this section, and their successors ("Released Parties" and each a "Released Party"), with respect to any and all claims, whether known or unknown, assertions of claims, debts, demands, actions, suits, expenses, attorneys' fees, costs, damages and liabilities of any nature, type, and description, arising prior to the date of this Agreement, including but not limited to any claims arising out of any fact or matter in any way connected with Plaintiff's employment with Defendant. This release shall include, but is not limited to, any rights or claims under federal, state or local law, including but not limited to claims arising under the Worker Adjustment & Retraining Notification Act (the WARN Act), Title VII of the Civil Rights Act of 1964, as amended, Section 1981 of the Civil Rights Act of 1866, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, as amended, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, as amended, the Older Workers Benefit Protection Act, the Americans with Disabilities Act, the Employee Retirement Income Security Act of 1974, the National Labor Relations Act, the Family Medical Leave Act, OSHA and Cal-OSHA, the California Fair Employment & Housing Act, any individual claim under the California Private Attorneys General Act of 2004, the California Labor Code, any individual Labor Code violation personally suffered during his employment, the California Government Code, the California Family Rights Act, the California Civil Code, the California Business & Professions Code, any applicable California Industrial Welfare Commission order and any and all common law claims, including claims sounding in tort or contract, claims for compensation, benefits or other remuneration or attorneys' fees, costs or disbursements, claims for physical or emotional distress or injuries, claims for discrimination, harassment, retaliation, failure to accommodate, violation of public policy, breach of express or implied contract, breach of an implied covenant of good faith and fair dealing, defamation or misrepresentation, and any claims arising under any other duty or obligation of any kind or description, whether arising in law or equity, which can lawfully be released under federal or state law, which lawfully can be released.

(c) Waiver of Unknown Claims. This general and complete release covers both claims that Plaintiff knows about and those that Plaintiff may not know about that exist in Plaintiff's favor at the time of executing this Agreement. Plaintiff understands and for valuable

consideration hereby expressly waives all of the rights and benefits of Section 1542 of the California Civil Code, which section reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

(d) **Collective/Class Action Waiver.** To the fullest extent permitted by law, Plaintiff waives any right or ability to be a plaintiff or representative in class or collective action, or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which the Defendant or any of the other Releasees is a party. This subsection does not apply to a collective or aggregated claim under Labor Code section 2699 *et. seq.* Nothing in this agreement shall be interpreted to release any non-individual representative claims pursued by Plaintiff on behalf of other persons.

5. **PROTECTED RIGHTS; NON-INTERFERENCE.** Notwithstanding the above, the General Release does not include any claim for vested and accrued benefits under any benefit plan governed by the Employment Retirement Income Security Act of 1974, as amended; any claim for unemployment or state disability insurance benefits, workers compensation benefits, or health insurance benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA); any claim of breach of the terms of this Agreement; claims that may arise after the execution of this Agreement; or any other claims that cannot lawfully be released as a matter of law or public policy.

6. **OTHER COVENANTS, PROMISES, AND ACKNOWLEDGEMENTS.**

(a) Plaintiff agrees that, to the extent permitted by law, Plaintiff will not assist or aid anyone else in bringing, maintaining, or pursuing any type of complaint, charge, or any other proceeding against Defendant, including testifying in deposition, at trial or arbitration, or providing a witness statement or declaration, unless ordered and compelled to do so by valid subpoena or order of a federal, state or local agency, court, or administrative body, and if so ordered by law. Nothing in this Agreement prevents Plaintiff from testifying truthfully under oath to a federal, state or local agency, court, or administrative body, or making disclosures that are required by law or protected under the whistleblower provisions of any law when compelled to do so by valid subpoena or order of a federal, state or local agency, court, or administrative body, and if so ordered by law. Notwithstanding the foregoing, Plaintiff does not waive the right to file a charge or complaint with the National Labor Relations Board, Equal Employment Opportunity Commission ("EEOC"), or any equivalent State agency, or to participate in any investigation or proceeding conducted by the EEOC or other State agency, nor shall any provision of this Agreement adversely affect Plaintiff's right to engage in such conduct. However, Plaintiff does waive the right to obtain any relief or recovery from the EEOC, or other State agency or to collect any monies or compensation as a result of filing such a charge or complaint.

(b) Plaintiff covenants and agrees not to sue Defendant or any of the other Released Parties concerning, or in any manner to institute, prosecute, or pursue, any known or unknown causes of action, claims, or demands for damages, costs, indemnification, or contribution, whether certain or speculative, which may have come into existence at any time

before the time of execution of this Agreement by all Parties to it, or that may be brought in the future in connection with any acts or omissions that have arisen at any time prior to all Parties' execution of this Agreement, including, but not limited to, those identified in Section 4, above.

(c) Plaintiff acknowledges that Plaintiff has carefully read and fully understands all of the provisions of this Agreement, is fully aware of its legal effect, and has entered into it knowingly and voluntarily based on Plaintiff's own judgment and/or Plaintiff's attorney's advice, and Plaintiff represents Plaintiff has consulted with or has had an opportunity to consult with an independent attorney of Plaintiff's choosing before signing this Agreement, and has been advised in writing to do so by Defendant.

(d) Neither Defendant nor their counsel have made any representations regarding the taxability of the Settlement Payment. Plaintiff represents that he (a) has had an opportunity to receive independent legal advice regarding the taxability of any sums payable to Plaintiff hereunder and (b) has not relied upon any representation of the Defendant or their counsel relating to the taxability of any sums paid to Plaintiff under this Agreement. Plaintiff understands and expressly agrees that in the event any income or other taxes, including any interest or penalties, are determined to be owed by Plaintiff on the Settlement Payment, that Plaintiff will be solely responsible for the payment of any such amounts.

(e) Plaintiff's counsel represents and warrants that, as of the date of this Agreement, they are not aware of any current or former employees of Defendant who have asserted or communicated an intention to assert any wage-and-hour or other employment-related claims against Defendant for whom counsel is providing or has agreed to provide representation. Plaintiff's counsel further represents and warrants that they have not been retained by, and are not in discussions to be retained by, any such individuals regarding potential claims against Defendant.

7. **NON-DISPARAGEMENT.** Plaintiff agrees that Plaintiff will refrain from making any oral or written statement or taking any other action which disparages Defendant and/or any Released Party. For purposes of this Section, a disparaging statement is any communication, oral or written, which would tend to cause the recipient of the communication to question the business condition, integrity, competence, fairness, or good character of the person to whom, or entity to which, the communication relates. Plaintiff acknowledges that this non-disparagement provision is a material provision of this Agreement, and that any breach of it will be a material breach of this Agreement. Nothing in this Agreement shall prevent 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.

8. **CONFIDENTIALITY.** Plaintiff agrees that he will not disclose the amount he is being paid under this Agreement to anyone other than a member of Plaintiff's immediate family, Plaintiff's attorneys or another professional advisor; and, even as to such a person, only if the person agrees to honor this confidentiality requirement. Such a person's violation of this confidentiality requirement will be treated as a violation by Plaintiff. The Parties may also disclose this Agreement and its terms as required by lawful process or subpoena; provided, however, that a Party must give prompt written notice within 48 hours, by hand delivery or email, to the other Party, of any such request so that that Party may have the opportunity to seek a protective order. If asked about this matter, the Parties should state only that it has been resolved. This subsection does not prohibit disclosures to the extent necessary to enforce this Agreement. Because it would be difficult or impossible to calculate the actual damages Defendant would suffer if Plaintiff breaches this confidentiality provision, [REDACTED]

each proven breach.

9. **JURISDICTION.** The Parties agree that the Superior Court of California, County of Santa Clara ("Court"), will be the exclusive venue to enforce the terms and conditions of the Agreement, and each Party consents to jurisdiction in that Court for this purpose. If the Parties are required to enforce this Agreement in a court of law, each Party shall be responsible for its/his/her own attorneys' fees and costs. The Parties hereby agree that the Court has jurisdiction over the Parties and the subject matter to enforce the Agreement until performance in full of the terms herein pursuant to Code of Civil Procedure § 664.6.

10. **DISCLOSURE OF INFORMATION, GOVERNMENT AND AGENCY COMMUNICATION, TESTIMONY, CHARGES, ETC.** Nothing in this Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, including but not limited to information pertaining to harassment or discrimination or any other conduct Plaintiff has reasonable cause to believe is unlawful. Nothing in this Agreement prevents Plaintiff from giving truthful testimony or truthfully responding to a valid subpoena, or communicating, testifying before or filing a charge with government or regulatory entities (such as the EEOC, National Labor Relations Board (NLRB), U.S. Department of Labor (DOL), or U.S. Securities and Exchange Commission (SEC) or any equivalent state agency), subject to any obligation Plaintiff may have to take steps to protect confidential information from public disclosure. However, Plaintiff promises never to seek or accept any compensatory damages, back pay, front pay, or reinstatement remedies for Plaintiff personally with respect to any claims released by this Agreement. Further, nothing in this Agreement prevents Plaintiff from reporting a suspected violation of law to the appropriate governmental agency or authority.

11. **NON-ASSIGNMENT.** Plaintiff hereby represent and warrants that he has not assigned or given away any of the claims released by this Agreement.

12. **CAPTIONS.** The captions herein have been inserted for identification and reference purposes only and shall not be used in the construction or interpretation of this Agreement.

13. **COUNTERPARTS/BY FACSIMILE OR ELECTRONIC COPY/ELECTRONIC SIGNING.** This Agreement may be executed in counterparts and by facsimile, PDF or electronically signed copy, each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.

14. **SEVERABILITY.** If any provision or provisions of this Agreement shall be held invalid, illegal, or unenforceable, the validity, legality and/or enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If any terms or sections of this Agreement are determined to be unenforceable, they shall be modified so that the unenforceable term or section is enforceable to the greatest extent possible.

15. **USE OF AGREEMENT.** Plaintiff and Defendant agree that notwithstanding the confidentiality requirements above, this Agreement may be used as evidence in a subsequent proceeding in which either of the parties alleges a breach of this Agreement.

16. **CALIFORNIA LAW.** This Agreement will be interpreted in accordance with California law.

17. **ENTIRE AGREEMENT.** This Agreement is the entire agreement between Plaintiff and Defendant regarding the dispute, and the claims, and supersedes any prior oral or written agreements or understandings. Defendant and Plaintiff have made no promises to the other, other than those contained in this Agreement.

18. **WAIVER.** No waiver of any provision of this Agreement shall be binding unless reduced to writing and signed by the waiving party. No such waiver of any provision of this Agreement shall waive of any other provision of this Agreement or constitute a continuing waiver.

19. **AMENDMENTS.** This Agreement only may be amended by a written agreement that Defendant and Plaintiff both sign.

20. **NOTICES.** Any notices required or permitted hereunder will be given to the appropriate party at the address specified below or at such other address as the Party will specify in writing. Such notice will be deemed delivered upon sending an email to the specific email address below.

If notice is given to Defendant, it will be <u>emailed</u> to: Ronald J. Holland Noah M. Woo Greenberg Traurig, LLP 101 2nd St., Suite 2200 San Francisco, CA 94105 ron.holland@gtlaw.com noah.woo@gtlaw.com	If notice is given to Plaintiff, it will be <u>emailed</u> to: Evan S. Gaines Gaines Law Corporation 4550 E. Thousand Oaks Blvd., Suite 100 Westlake Village, CA 91362 evan@gaines.law
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21. **EFFECTIVE DATE AND DISMISSAL.** Plaintiff acknowledges, understands, and agrees that Plaintiff has the right to review and consider this Agreement for twenty-one (21) days prior to execution. Plaintiff further acknowledges, understands and agrees that execution prior to the conclusion of said twenty-one (21) day period indicates an express and knowing waiver of the remaining portion of said twenty-one (21) day review period and a willingness to enter into this Agreement voluntarily. This Agreement is not effective until all of the following occurs (“Effective Date”): (1) execution of the Agreement by Plaintiff; (2) Plaintiff and/or Plaintiff’s attorneys provide Defendant’s counsel the following tax forms: W-4 and W-9, as required for making the Settlement Payment. Plaintiff acknowledges, understands, and agrees that Plaintiff has had the opportunity to consult with counsel to review and consider this Agreement. Within seven (7) days of receipt of the checks, Plaintiff will submit necessary paperwork to the Court to dismiss any and all pending lawsuits against Defendant as agreed in this Agreement.

22. **VOLUNTARY AGREEMENT.** Plaintiff and Defendant expressly declare and represent that they have read and fully understand the meaning of the terms and conditions contained in this Agreement, and that they have had the opportunity to consult with legal counsel prior to executing this Agreement. Plaintiff and Defendant further declare and represent that they approve and accept the terms and conditions contained herein, that this Agreement is executed freely and voluntarily without coercion, and that the signing party has the authority and capacity to execute this Agreement. Plaintiff further represents that he understands that after executing this Agreement, he

may not proceed against Defendant as to the matters referred to herein. By signing below, Plaintiff will be waiving Plaintiff's known and unknown claims.

23. Neutral Reference. In response to any inquiry from any of Plaintiff's prospective employers, Defendant shall provide a neutral job reference for Plaintiff disclosing Plaintiff's dates of contract and last position held, and nothing more.

IN WITNESS WHEREOF, the parties hereto have executed this as of the dates listed below.

DEFENDANT LUXURY CARS – LOS
GATOS, LLC

Signed by:

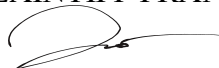
Nicholas Price

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By: Nicholas Price

Date: 6/16/2026

PLAINTIFF FRANCISCO LUSTRE



Date: 06 / 12 / 2026