

SETTLEMENT AGREEMENT AND COMPLETE RELEASE OF PAGA CLAIMS

This SETTLEMENT AGREEMENT AND COMPLETE RELEASE OF ALL CLAIMS (“Agreement”) is made and entered into by and between SHELLY KOCH (“EMPLOYEE”), and RANK INVESTIGATION & PROTECTION, INC. (“EMPLOYER”).

WHEREAS, on or about October 21, 2022 EMPLOYEE served upon EMPLOYER a copy of the filed Private Attorney General Act (“PAGA”) notice (the “PAGA Notice”);

WHEREAS, EMPLOYER denies any wrongdoing or unlawful actions and/or liability whatsoever and specifically disclaim any liability on the part of itself, themselves or any past or present officer, manager, agent, employee, or representative;

WHEREAS, EMPLOYEE and EMPLOYER (collectively “the Parties,” or any individually as a “Party”) agree that there is a dispute as to whether EMPLOYEE is entitled to any of the wages, penalties, and damages that she seeks to collect by virtue of the PAGA Notice;

AND, the Parties now wish to formally and finally document the resolution of this dispute:

NOW, THEREFORE in consideration of the promises set forth below, the Parties agree as follows:

1. Payment by EMPLOYER. In consideration for EMPLOYEE’s execution of this Agreement and the Parties’ full and complete compliance with all covenants and promises herein, EMPLOYER shall remit to EMPLOYEE the gross settlement amount of Five Hundred Dollars (\$500.00) (the “Settlement Amount”) as set forth and allocated in Paragraph 1(a)-(c), below (the “Settlement Payment”). Payment shall be made as specified below, provided that counsel for EMPLOYER receives all of the following: (i) this Agreement executed by EMPLOYEE; and, (ii) other information more fully described in Section 1(f) of this Paragraph. The Settlement Payment will be paid in installments as follows:

a. Within seventeen (17) calendar days after the latter of: 1) EMPLOYEE’s execution of this Agreement, 2) the expiration of the revocation period set forth in Section 10 below, and 3) the production of the items specified in Section 1(f) to EMPLOYER’s Counsel, EMPLOYER will deliver to EMPLOYEE’s Counsel:

(i) a check made payable to “SHELLY KOCH” in the amount of Five Hundred Dollars and Zero Cents (\$500.00), subject to no withholdings or deductions, and to be reported on a 1099 representing non-wage claims

(ii) EMPLOYER hereby further agrees and acknowledges that the provisions of this Paragraph 1(a)-(c) are a material part of this Agreement and that these provisions constitute a substantial factor in the EMPLOYEE’s decision to enter into this Agreement.

b. EMPLOYEE agrees that the payment set forth in Paragraph 1(a)-(c) shall constitute the entire consideration provided to her under this Agreement and that she will not

Steve Rank

seek any further compensation for any other claim, damage, costs or attorneys' fees in connection with the matters encompassed in this Agreement and any of the claims asserted, or which could have been asserted, against EMPLOYER in the PAGA Notice.

c. There will be no obligation to make the Settlement Payment referred to in Paragraph 1(a)-(c) above, until the following has occurred:

i. EMPLOYEE fully executes this Agreement and returns the executed documents to EMPLOYER'S Counsel, Gary Bethel, Littler, 5200 North Palm Avenue, Suite 302, Fresno, California 93704 or by email to GBethel@littler.com

ii. EMPLOYEE's Counsel provides a form W-4 for EMPLOYEE;

iii. EMPLOYEE's Counsel provides a form W-9 for EMPLOYEE and EMPLOYEE's Counsel to EMPLOYER's Counsel;

d. EMPLOYER and EMPLOYEE agree and acknowledge that the amount of Five Hundred Dollars (\$500.00) shall be allocated as follows: 75% of the PAGA Payment, estimated to be approximately \$375.00, shall be allocated to the Labor and Workforce Development Agency ("LWDA") ("LWDA Payment Amount"). 25% of the PAGA Payment, estimated to be approximately \$125.00, shall be allocated to EMPLOYEE as an aggrieved employee. EMPLOYEE shall be responsible for distributing the PAGA Payment between the LWDA and EMPLOYEE.

2. Accord and Satisfaction. EMPLOYEE agrees that the Settlement Amount shall constitute the entire amount of consideration payable to her under the terms of the Agreement, and that she will not seek any further compensation, remuneration or reimbursement from EMPLOYER for any other claimed damages, compensation, interest, penalties, costs or attorneys' fees in connection with any of the matters encompassed by the Agreement.

3. Tax Consequences. EMPLOYEE acknowledges and agrees that EMPLOYER has made no representations, warranties or promises of any kind or nature regarding the tax consequences of any amounts received by her pursuant to this Agreement. EMPLOYEE agrees to pay federal, state, and local taxes, if any, which are required by law to be paid by her with respect to this Agreement and the Settlement Payment. EMPLOYEE further agrees to indemnify and hold EMPLOYER harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental entity against EMPLOYEE for any amounts claimed due on account of this Agreement, any taxes EMPLOYEE was required to pay in connection with or pursuant to claims made under any federal or state tax laws, and any costs, expenses or damages sustained by EMPLOYER by reason of any such claims, including any amounts paid by EMPLOYER as taxes, attorneys' fees, deficiencies, levies, assessments, fines, penalties, interest or otherwise related to any tax that EMPLOYEE was required to pay in connection with this Agreement.

4. Release.

a. EMPLOYEE, as an aggrieved employee within the meaning of Labor Code section 2699, subdivision (c), hereby irrevocably and unconditionally releases and forever discharges EMPLOYER, Steven Rank, Brian Rank and each and every of its/their current and

former officers, shareholders, owners, agents, supervisors, employees, consultants, representatives, attorneys, contracted attorneys, independent contractors, vendors, divisions, parents, subsidiaries, affiliates, partners, limited partners, predecessors in interest and successors, and all persons acting by, through, under, or in concert with any of them (the “Released Parties” or “Releasees”) from the PAGA claims asserted in the PAGA Notice that were, or could have been, brought by EMPLOYEE on an individual basis, per the U.S. Supreme Court’s opinion in Viking River Cruises, Inc. v. Moriana (2022) 142 S.Ct. 1906 (holding PAGA actions are divisible into individual and non-individual claims). It is the intent of the parties that this Agreement fully and forever resolve any and all “individual” PAGA claims held by EMPLOYEE against EMPLOYER and the Released Parties, and that EMPLOYEE no longer possesses standing to maintain any non-individual PAGA claims. (See Viking River Cruises, Inc. v. Moriana (2022) 142 S.Ct. 1906, 1925 (“When an employee’s own dispute is pared away from a PAGA action, the employee is no different from a member of the general public, and PAGA does not allow such persons to maintain suit.”).) EMPLOYEE agrees to provide any and all required notices to the LWDA regarding the settlement, including but not limited to any required notices under Labor Code section 2699. EMPLOYEE further agrees to prepare and file any other necessary paperwork to effectuate the release of her individual PAGA claims. EMPLOYEE further agrees that if any court, agency, or forum of any kind assumes or maintains jurisdiction of any PAGA civil action, lawsuit, administrative charge, arbitration proceeding, or claim of any kind, EMPLOYEE will direct that court, agency, or forum to withdraw and/or dismiss EMPLOYEE’S individual PAGA claims, and EMPLOYEE will take any steps to effectuate the release of her individual PAGA claims, including but not limited to seeking any necessary approval of the release of her individual PAGA claims.

b. If any claim is not subject to release, to the extent permitted by law, EMPLOYEE waives any right to or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multiparty action or proceedings based on such a claim in which EMPLOYER or any other Releasee identified in this Agreement is a party.

c. This agreement does not cover any dispute between the parties that may arise after the execution of this agreement.

5. Confidentiality.

a. EMPLOYEE agrees that the terms of this Agreement are confidential and that she will not disclose the negotiation of, fact of, or terms of this Agreement to third parties, except that she may disclose the terms of this Agreement to her accountants, auditors, spouse/partner, and counsel, and in response to a subpoena, search warrant, or any other lawful request of any state or federal agency or court. Should EMPLOYEE disclose the terms and/or monetary amount of this Agreement to any other person, such shall be considered an indirect disclosure in breach of this provision for which EMPLOYEE shall be liable. In response to any inquiry regarding this Agreement, EMPLOYEE agrees to state only that “any matter with the Parties has been resolved.”

b. EMPLOYEE hereby further agrees and acknowledges that the provisions of this paragraph are a material part of this Agreement and that these provisions constitute a

substantial factor in the Parties decision to enter into this Agreement. Knowing and willful disclosure of the terms of this Agreement by EMPLOYEE contrary to the terms of this paragraph shall be a material breach thereof and shall cause EMPLOYER immediate and irreparable injury warranting immediate injunctive relief. In the event that EMPLOYER obtain injunctive relief, EMPLOYEE shall be liable to EMPLOYER for all expenses, including attorneys' fees, incurred in obtaining such relief, including liquidated damages in the amount of five hundred dollars and zero cents [\$500.00].

c. Nothing in this Agreement prohibits the disclosure of factual information regarding alleged sexual assault, sexual harassment, workplace harassment or discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, veteran or military status of any person, or any other protected characteristic under California law, failure to prevent such discrimination or harassment in the workplace, or retaliation for reporting such harassment or discrimination in the workplace. Nothing in this Agreement shall be read to waive EMPLOYEE's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment by EMPLOYER or by EMPLOYER' agents or employees, when EMPLOYEE has been required or requested to attend the proceeding pursuant to court order, subpoena, or written request from an administrative agency or the legislature.

6. Non-Disparagement. EMPLOYEE agrees that she shall make no negative statements about EMPLOYER, EMPLOYER' performance, or conduct to any third person or entity, unless compelled to do so by law. Nothing in this paragraph shall be interpreted to prevent EMPLOYEE from disclosing information as outlined above in Paragraph 7(c).

7. Code of CCP Section 664.6 and Evidence Code Section 1123(b). The Agreement is binding on the Parties pursuant to CCP section 664.6 and CA Evidence Code section 1123(b) and is admissible and enforceable in court.

8. No Admission of Liability. This Agreement and compliance with this Agreement shall not be construed as an admission by EMPLOYER of any liability whatsoever, or as admission by EMPLOYER of any violation of the rights of EMPLOYEE, violation of any order, law, statute, duty or contract whatsoever. EMPLOYER and the Released Parties specifically disclaim any liability to EMPLOYEE for any alleged violation of the rights of EMPLOYEE, or for any alleged violation of any order, law, statute, duty or contract on the part of the Parties, or its/their employees or agents.

9. Acknowledgment of Period for Review and Consultation for Waiver of Claims under the Age Discrimination in Employment Act (ADEA). By signing this Agreement, EMPLOYEE acknowledges (i) that EMPLOYEE has read and understands this Agreement in its entirety, (ii) that by this Agreement, the EMPLOYEE has been advised in writing to consult with an attorney of EMPLOYEE's choosing regarding the terms and meaning of this Agreement before signing it, (iii) that EMPLOYEE has had sufficient time to consider the terms provided for in this Agreement, (iv) that no representations or inducements have been made to EMPLOYEE except as set forth in this Agreement, (v) that EMPLOYEE has been given at least 21-days after the date on which EMPLOYEE received this Agreement in which to consider

whether to sign the Agreement, (vi) that EMPLOYEE understands that EMPLOYEE may use as many or as few of these 21-days as EMPLOYEE desires, (vii) that EMPLOYEE understands that this waiver pertains to rights and claims that arose before the date of EMPLOYEE's execution of this Agreement, and (viii) that EMPLOYEE has signed this Agreement knowingly, freely and voluntarily and has done so without fraud, duress or undue influence.

10. Revocation Period. Once EMPLOYEE has signed the Agreement, EMPLOYEE may still revoke it at any time during the seven (7) day period after EMPLOYEE signed the Agreement by delivering written notice of revocation to Littler, attention Gary Bethel by email to GBethel@littler.com or by mail to 5200 N. Palm Avenue, Suite 302 in Fresno, California 93704. If EMPLOYEE revokes the Agreement, the Agreement is considered null and void, and EMPLOYEE will not receive the Settlement Payment that EMPLOYER has offered EMPLOYEE. This Agreement shall not become effective or enforceable until this revocation period has expired without EMPLOYEE having revoked this Agreement. Once the revocation period expires, if EMPLOYEE has not revoked the Agreement, it will be a binding, irrevocable agreement between EMPLOYEE, EMPLOYER and the Released Parties.

11. No Pending Actions. EMPLOYEE represents that she has not filed any currently pending administrative charge, lawsuit, civil action, arbitration proceeding, or claim, and are not parties in any pending administrative charge, lawsuit, civil action, arbitration proceeding, or claim of any kind against EMPLOYER and/or the Released Parties, other than the PAGA claims asserted in the PAGA Notice. EMPLOYEE agrees that she will not do so at any time hereafter, and that if any agency or court assumes or maintains jurisdiction of any complaint, claim, lawsuit, or action against EMPLOYER and/or Released Parties on behalf of EMPLOYEE, she will direct that agency or court to withdraw from or dismiss the matter with prejudice.

12. Medicare Warranty. EMPLOYEE and EMPLOYER, hereby acknowledges the following: (1) Under the Medicare Secondary Payer ("MSP") statute, 42 U.S.C. §1395y(b), and its accompanying regulations ("the MSP Provisions"), the Centers for Medicare and Medicaid Services (the "CMS") in certain circumstances may have an obligation to seek reimbursement of conditional payments made by the Medicare program (Title XVIII of the Social Security Act) (the "Medicare Program") on claims for items and services relating to injuries allegedly sustained by EMPLOYEE; (2) EMPLOYEE is in the best position to determine if any reimbursement obligation exists, based on EMPLOYEE's entitlement (or lack thereof) to Medicare Program benefits, EMPLOYEE's actual receipt of such benefits, and, if there is a reimbursement obligation, to ensure that the Medicare Program's interests are properly considered and discharged; (3) If there is a reimbursement obligation to the Medicare Program, EMPLOYEE is responsible under the MSP Provisions to verify, resolve and satisfy such obligation; and (4) If EMPLOYEE is now or in the past has been enrolled in the Medicare Program, EMPLOYER will report the Settlement to the CMS pursuant to the MSP Provisions (even if EMPLOYER does not agree that the evidence actually establishes liability for injuries allegedly sustained by EMPLOYEE).

EMPLOYEE represents and warrants that EMPLOYEE has reviewed the underlying facts and evidence of this case. EMPLOYEE understands and acknowledges that if EMPLOYEE is Medicare-enrolled at the time of settlement, EMPLOYER is required to report this Settlement to the CMS but further acknowledges that by doing so, EMPLOYER does not

concede or admit that it necessarily agrees that EMPLOYER is liable for EMPLOYEE's alleged injuries.

EMPLOYEE further represents and warrants that, to the extent any other government payer (including but not limited to Medicaid, Veteran's Administration, Tricare/CHAMPUS) has a right to be reimbursed for any payments made on claims for items and services relating to the alleged injuries that are the subject of this action being resolved by this Settlement, EMPLOYEE has, or will, fully reimburse, resolve, otherwise satisfy, or properly consider, the rights of such payers.

EMPLOYEE represents and warrants that they are not enrolled in the Medicare Program and have not in the past been enrolled in the Medicare Program and no reimbursement obligation to the Medicare Program exists.

EMPLOYEE acknowledges that in making payment to EMPLOYEE pursuant to this Agreement, EMPLOYER is reasonably relying on the representation and warranties made by EMPLOYEE herein and these representations and warranties are a material inducement to EMPLOYER to make payment as part of this Agreement.

13. Reliance. EMPLOYEE represents and acknowledges that in executing this Agreement, she does not rely and has not relied upon any representation or statement made by any of the parties or by any of the parties' agents, attorneys, or representatives with regard to the subject matter, basis, or effect of this Agreement or otherwise, other than those specifically stated in this Agreement.

14. Successors and Assigns. This Agreement shall be binding upon the parties hereto and upon their heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of said parties and each of them and to their heirs, administrators, representatives, executors, successors, and assigns. EMPLOYEE expressly warrants that she has not transferred to any person or entity any rights, causes of action, or claims released in this Agreement and that he is fully empowered to enter into this Agreement.

15. Severability. Should any provision of this Agreement be declared or be 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 shall not be affected thereby, and said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

16. Governing Law. This Agreement is made under and shall be construed under the laws of the State of California.

17. Entire Agreement. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements or understandings, written or oral, between the parties hereto pertaining to the subject matter hereof.

18. Attorney Fees. If it shall be necessary to enforce this Agreement by legal action, the prevailing party is entitled to reasonable attorneys' fees and costs.

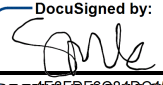
19. Authority to Execute Agreement. EMPLOYEE represents and warrants that she has the sole right and exclusive authority to execute this Agreement on her behalf, that she understands the nature, quality and effect of signing this Agreement and that she has not sold, assigned, transferred or conveyed or otherwise dispensed of any claim or demand relating to her relationship with EMPLOYER, or any other matter covered by this Agreement. The individual signing this Agreement on behalf of EMPLOYER, individually represent and warrant that he/she has authority to do so.

20. Modification. This Agreement may be modified only in a writing signed by all parties.

21. Counterparts. This Agreement may be executed in counterparts, manually or by digital signature, which when executed and delivered shall be deemed effective and incorporated into a single instrument. Photographic or facsimile copies of any such electronically signed counterparts may be used in lieu of the original for any purpose.

IN WITNESS WHEREOF, the parties execute this Agreement as of the dates set forth opposite their names. **ADDITIONALLY, BY SIGNING BELOW EMPLOYEE ACKNOWLEDGES THAT SHE PROVIDES HER SIGNATURE OF HER OWN FREE WILL, KNOWINGLY AND VOLUNTARILY ACCEPTING ALL RIGHTS AND/OR RESPONSIBILITIES AS OUTLINED IN THIS AGREEMENT, UNDER NO DURESS, INTIMIDATION OR COERCION.**

Dated: 1/26/2023, 2023

DocuSigned by:

SHELLY KOCH

Dated: 1/30/2023, 2023

For RANK INVESTIGATION &
PROTECTION, INC.