PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

This Private Attorneys General Act Agreement ("PAGA Agreement") is made and entered into between JESSICA OROPEZA (acting in her individual capacity and in a representative capacity as a private attorney general on behalf of Aggrieved Employees (defined below) and the State of California) ("Plaintiff" or "Oropeza") and OCEANFRONT RECOVERY, LLC and ROBERT HILLIS, ("Defendants"). Plaintiff and Defendants are collectively referred to herein as the "Parties."

I. DEFINITIONS

The following terms, when used in this Agreement, shall have the following meanings:

1. "PAGA Action" means the matter entitled *JESSICA OROPEZA V. OCEANFRONT RECOVERY, LLC*, ORANGE COUNTY SUPERIOR COURT, Case No. 30-2023-01302016-CU-OE-CXC, and as set forth in Plaintiff's correspondence to the California Labor and Workforce Development Agency ("LWDA Letter") dated November 4, 2022.

2. "Aggrieved Employees" consist of all current and former non-exempt employees of Defendant from January 22, 2022, until the date that the Court approves this Agreement. The number of Aggrieved Employees, including Plaintiff, is estimated to be sixty (60) and the number of pay periods from January 11, 2022 to the time of settlement is estimated to be one thousand and sixty-five (1,065).

3. "PAGA Complaint" means the Representative Action Complaint *JESSICA OROPEZA V. OCEANFRONT RECOVERY, LLC*, ORANGE COUNTY Superior Court, Case No. 30-2023-01302016-CU-OE-CXC, filed on January 11, 2023.

4. "Agreement" means the Settlement Agreement of the PAGA Action as memorialized in this Agreement.

5. "Court" means the Superior Court of California for the County of ORANGE COUNTY.

6. "LWDA" means the California Labor and Workforce Development Agency.

7. "Effective Date" means the date of entry of an Order and Judgment by the Court approving the Agreement and after the Parties have fully executed this Agreement and the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the date upon which the deadline for seeking appellate review of the Judgment has passed without the filing of a timely appeal or request for review; or (b) if an appeal, review or writ is sought from the Judgment, the date upon which all appellate or other proceedings resulting from the appeal, review or writ have been finally terminated in such a manner as to permit the Judgment to take effect in substantially the form described herein.

8. "Judgment" means the final approval Order and judgment entered by the Superior Court of California, County of ORANGE COUNTY in this Action.

9. "Individual PAGA Payment" means the amount to be paid to each Aggrieved Employee based on the formula described herein.

10. "Maximum Settlement Amount" is the non-reversionary sum of Eighty Thousand Dollars and Zero cents ($80,000.00), which represents the total amount payable under this Agreement by Defendants, including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment to the Settlement Administrator, and payment of Plaintiff's attorneys' fees and costs.

11. "Net Settlement Amount" is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (if approved by the Court) are subtracted from the Maximum Agreement Amount: (a) Plaintiff's attorneys' fees up to 33.3% of the Maximum Agreement Amount, currently estimated at twenty-six thousand, six hundred and sixty-six dollars and sixty-seven cents. ($26,666.67); (b) Plaintiff's costs up to Ten Thousand Dollars ($10,000.00); and (c) the cost of a Settlement Administrator, estimated to be Four Thousand Dollars and Zero Cents ($4,000.00).

12. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

13. "PAGA Period" means the time period from January 11, 2022 until the date of entry of the order approving this PAGA settlement.

14. "PAGA Released Claims" means any and all claims under PAGA that are pled in the PAGA Action, or which could have been pled under the PAGA Action based on the factual allegations in the PAGA Complaint and Plaintiff's November 4, 2022 LWDA Letter that arose during the PAGA Period including claims for PAGA civil penalties pursuant to violations of the following Labor Code sections: 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1181.12, 1194, 1197, 1197.1, 1198 and 2802.

15. "Parties" means Plaintiff JESSICA OROPEZA and Defendants OCEANFRONT RECOVERY, LLC and ROBERT HILLIS.

16. "Plaintiff" means JESSICA OROPEZA.

17. "Plaintiff's Counsel" means Justin Lo, Esq. of Work Lawyers PC.

18. "Defendants" means OCEANFRONT RECOVERY, LLC and ROBERT HILLIS.

19. "Defendants' counsel" means David Chang, Esq. of Freeman Mathis & Gary, LLP.

II. RECITALS

1. On November 4, 2022, Plaintiff provided written notice to the LWDA and Defendants asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of the California Labor Code described in the PAGA Action.

2. On January 11, 2023, Plaintiff and his counsel filed the PAGA Complaint. In her PAGA Complaint, Plaintiff alleges claims for civil penalties for Labor Code violations, including

the failure to provide accurate and itemized wages statements, payment for all hours worked (including regular wages and overtime), lawful meal periods, lawful rest periods, timely payment during employment, failure to reimburse for expenses incurred during the course and scope of employment, and payment upon separation of employment. Plaintiff did not allege any other claims or causes of action arising out of her employment with Defendant.

3. The Parties have conducted a thorough investigation into the facts of the PAGA Action. This included exchanging extensive data and information as well as documents relating to the underlying alleged violations.

4. On October 4, 2024, the Parties participated in mediation with mediator Tagore Subramaniam, Esq. and a resolution was reached. With the aid of the mediator, the Parties agreed to fully and finally resolve the PAGA Action as to Plaintiff and Aggrieved Employees.

III. <u>OPERATIVE TERMS OF THE SETTLEMENT AGREEMENT</u>

The Parties agree as follows:

1. **<u>Non-Admission</u>**. Nothing in this Agreement shall be construed to be an admission by Plaintiff that her claims do not have merit or by Defendants of any liability or wrongdoing as to Plaintiff, Aggrieved Employees or any other person, and Defendants specifically disclaim any such liability or wrongdoing. The Parties have entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **<u>Funding of Maximum Settlement Amount</u>**. Defendants shall pay Eighty Thousand Dollars and Zero cents ($80,000.00), as the non-reversionary Maximum Settlement Amount, within thirty (30) business days of the Effective Date. Defendants will not pay more than the Maximum Settlement Amount.

Failure to timely tender payment to the Settlement Administrator will be deemed a breach of this Agreement. In the event of any breach of the Agreement, the unpaid amounts and all other accrued obligations shall automatically become immediately due and payable within thirty (30) calendar days. The Parties agree the Court shall retain jurisdiction to enforce this settlement agreement pursuant to CCP § 664.6.

3. **<u>Escalator Clause</u>**. The Parties agree that the following Escalator Clause will not take effect unless, if, as of the approval of this settlement, the total pay periods for Aggrieved Employees are more than 15% of the estimated total pay periods of 1,065 (which is 1,225 pay periods or more):

> As stated above, for the period from January 11, 2022 through October 4, 2024 (the date of mediation), Defendants represent that the number of relevant pay periods based on review of records, is estimated to be one thousand and sixty five (1,065), and that the total number of Aggrieved Employees is estimated to be sixty (60). If the actual number of pay periods increases by fifteen percent (15%) or more through end date of the PAGA Period, Defendants

shall either (1) increase the Maximum Settlement Amount on a proportional basis, or (2) end the PAGA Period on the date where the pay periods are 1,225 or less. In the event the number of pay periods worked increases by more than 15%, or 1,225 pay periods worked, and Defendants elect to increase the Maximum Settlement Amount on a proportional basis, then the Maximum Settlement Amount shall be increased proportionally by the pay periods in excess of 1,225 multiplied by the pay period value. The pay periods value shall be calculated by dividing the Maximum Settlement Amount by 1,065. The Parties agree that the pay period value amounts to $75.11 per pay period ($80,000/1,065 pay periods). Thus, for example, should there be 1,226 pay periods in the PAGA Period, then the Maximum Settlement Amount shall be increased by $75.11 (1,226 – 1,225 pay period x $75.11).

4. **Plaintiff's Attorneys' Fees and Costs**. Defendants will not oppose Plaintiff's request for attorneys' fees in the amount up to one third of the Maximum Settlement Amount (estimated to be $26,666.67) and costs incurred in prosecuting this PAGA Action (estimated to be up to $10,000.00). In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. Defendants will report these payments on IRS Form 1099 issued to Plaintiff's Counsel.

5. **Allocation of Net Settlement Amount**. The Net Settlement Amount shall be distributed 75% to the LWDA and 25% to Aggrieved Employees, pursuant to Lab. Code § 2699(i). The 25% portion to be paid to Aggrieved Employees shall be paid to all Aggrieved Employees on a pro rata basis based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

6. **Representative PAGA Release**. In her capacity as a private attorney general or "aggrieved employee" acting on behalf of herself, the State of California and Aggrieved Employees, Plaintiff hereby releases Defendants OCEANFRONT RECOVERY, LLC and ROBERT HILLIS and their respective heirs, executors, administrators, successors, assignees, parents, subsidiaries and related entities, owners, officers, directors, shareholders, employees, agents, servants, representatives, independent contractors, members, attorneys, insurers, re-insurers, assigns, and affiliates, and any and all other entities with whom they have been, are now, or may hereafter be affiliated, and any of their affiliated companies, predecessors, successors and assigns, as well as their past or present officers, directors, agents, representatives, attorneys, insurers, re-insurers, assigns, or employees (collectively "Released Parties") from any and all of the PAGA Released Claims that arose during the PAGA Period. The PAGA Released Claims do not include any claims that cannot be released as a matter of law.

7. **Plaintiff's General Release**. As of the Effective Date, Plaintiff fully, finally, and forever releases, compromises, and discharges Defendants from all causes of action, claims, judgments, obligations, damages or liabilities of whatever kind and character. Plaintiff understands and expressly agrees that this general release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past or present, which each Plaintiff has or may have against the Released Parties, and all rights under Section 1542 of the California Civil Code are hereby expressly waived. That 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.

Each Plaintiff acknowledges that she has read this general release, including the waiver of California Civil Code section 1542, and that he has consulted counsel about the general release and specifically about the waiver of section 1542, and that he understands the general release and the section 1542 waiver, and freely and knowingly enters into this Agreement. Each Plaintiff acknowledges that he may later discover facts different from or in addition to those he knows or now believes to be true with respect to the matters released or described in this Agreement, and each Plaintiff agrees that the general release will remain effective in all respects notwithstanding any later discovery of any such different or additional facts.

Plaintiffs' General Release does not extend to Plaintiffs' individual claims asserted in this Action which are resolved and released via separate individual settlements. Additionally, Plaintiffs' General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time.

8. **PAGA Released Claims**. All Aggrieved Employees and the State of California are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendants from all claims they may have for civil penalties under the California Labor Code § 2698 et seq. California Labor Code Private Attorneys General Act of 2004 ("PAGA") alleged in the Action and that reasonably could have been alleged in the Action based on the allegations contained in the LWDA Letter and the Operative Complaint and any amendments thereto, including, without limitation, all claims for civil penalties under PAGA related to off-the-clock work, unpaid minimum and overtime wages, unpaid regular and prevailing wages, meal periods and meal period premiums, rest breaks and rest break premiums, wage statements, timely payment of wages during and after employment, business expense reimbursements, and any other Labor Code violations that were alleged in the Action, or that could have been alleged in the Action based on the facts alleged in the Action, which includes, but is not limited to, alleged violations of Labor Code sections 200- 204, 210, 211, 223, 226, 247.5, 226.3, 226.7, 256, 510, 511, 512, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1452, 1772, 1774, 1174.5, 1176, 2802, 2810.5, during the PAGA Period.

9. **Covenants and Representations by Plaintiff and Plaintiff's Counsel**.

a. Plaintiff represents and warrants that she has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Agreement.

b. Plaintiff acknowledges that she has read this Agreement, that she fully understands her rights, privileges and duties under the Agreement, and enters into this Agreement freely and voluntarily. Plaintiff further acknowledges that she had the opportunity to consult with her attorneys to explain the terms of this Agreement and the consequences of signing this Agreement.

10. **Confidentiality**. Except as provided below and excepting to the extent necessary to effectuate the Agreement or as required by court or legal process, Plaintiff and Plaintiff's Counsel will keep the terms of this Agreement confidential. Neither Plaintiff nor Plaintiff's Counsel shall issue a press release, hold a press conference, publish information about the Agreement on any website or through any social media or otherwise publicize the Agreement or communicate its terms in public or in private, unless ordered by the Court. However, for the limited purpose of establishing adequacy of counsel in future actions, Plaintiff's Counsel may reference the Action by name and case number in a declaration establishing adequacy as class or representative counsel.

To permit judicial review and approval of the PAGA Payment, as required by Labor Code § 2698, *et seq.*, Plaintiff's Counsel will file the Agreement with the Court and submit the Agreement to the LWDA as part of the Parties' request for Court approval of the Agreement, per Lab. Code § 2699(l)(2).

11. **Termination of Agreement**. If the Court does not approve the Agreement, if the Court does not enter judgment, as provided for in this Agreement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or if one or more of the terms of the Agreement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within ten (10) calendar days of written notice thereof to elect to terminate the Agreement, in which case the Agreement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Agreement.

12. **Motion or Application for Approval of Settlement and Judgment**. As part of the Motion to approve the Agreement, Plaintiff shall submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Agreement and retains jurisdiction over the Action for the purpose of enforcing the terms of the Agreement following approval of the Agreement. This Agreement is expressly conditioned upon the Court approving this Agreement and entering judgment as set forth herein. The Parties waive their right to appeal and agree that the judgment will become final upon entry by the Court. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiff and Aggrieved Employees.

IV. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this settlement.

1. **Plaintiff's Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement and Judgment; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operate procedures for protecting the security of Aggrieved Employee Data; amounts of insurance

coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, 2699, subd.(l)(1)), this Agreement (Lab. Code, 2699, subd. (i)(2)); (iv) a redlined version of the parties' Agreement showing

V. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator**. The Parties agree that Phoenix Settlement Administrators will manage the administration of this Settlement ("Settlement Administrator").

2. **Provision of Information for Aggrieved Employees**. Defendants will in good faith compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing address, last known telephone number, start date(s) of employment, end date(s) of employment, total pay periods worked, and Social Security numbers. The list shall also include the sum total of all pay periods worked by Aggrieved Employees during the PAGA Period.

Within twenty (20) business days of the Effective Date, Defendants will circulate the spreadsheet to the Settlement Administrator for purposes of calculating Individual PAGA Payments and mailing.

3. **Explanatory Letter and Individual PAGA Payments**. The Settlement Administrator will include copies of the explanatory letter, which will be mutually approved by the Parties, along with Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail. The explanatory letter and Individual PAGA Payments will be mailed to Aggrieved Employees by the Settlement Administrator within fifteen (15) business days after Defendants' funding and payment of the entirety of the Maximum Settlement Amount and after receipt of a spreadsheet from the Defendants with sufficient information to allow payments to be made.

The amount to be received by each Aggrieved Employee, will be based on the formula set forth in Section III.5., *supra*. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties and reported using IRS Form 1099.

4. **Undeliverable Notices**. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee.

Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search using the name, address or Social Security number of the Aggrieved Employee involved and will perform a single re-mailing.

Defendants fully discharge their obligations to those Aggrieved Employees to whom it will pay Individual PAGA Payments through the mailing of a check, regardless of whether such checks are actually received and/or negotiated by Aggrieved Employees. Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance, will be tendered to the California State Controller's Office for Unclaimed Property in the names of the Aggrieved Employees to whom the checks were issued.

5. **Payment of Remainder**. Within fifteen (15) business days after Defendants' funding and payment of the entirety of the Maximum Settlement Amount, the Settlement Administrator will distribute the following additional payments: (1) the 75% share of Net Settlement Amount to the LWDA and (2) Court-approved attorneys' fees and costs to Plaintiff's Counsel.

6. **Accounting**. Within five (5) business days after mailing the Individual PAGA Payments and the additional payments to the LWDA and the Settlement Administrator, the Settlement Administrator will provide an accounting under oath to Plaintiff's Counsel and to Defendants' counsel of the amounts paid from the Settlement.

7. **Tax Consequences**. Individual PAGA Payments made under this Agreement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. Neither Plaintiff nor Defendants, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Agreement.

V. MISCELLANEOUS PROVISIONS

1. **Drafting**. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Plaintiff nor Defendants shall be considered the "drafter" of this Agreement for purposes of having terms construed against that Party.

2. **Successors**. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

3. **Costs and Fees**. The Parties shall each bear their own costs, attorneys' fees, mediator fees and other fees incurred in connection with this Agreement and the PAGA Action, except as specifically set forth in Section V.15.

4. **Governing Law**. This Agreement shall be construed under and governed by the laws of the State of California. All questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Agreement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Agreement, it shall be brought in the State of California.

5. **Complete Agreement**. The Parties each acknowledge and represent that no promise or representation relating to the subject of this Agreement not contained in this Agreement has been made to them and acknowledge and represent that this Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and Agreement of the PAGA Released Claims. This Agreement cannot be amended or modified except by a writing signed by the Parties hereto.

6. **Nullification of Agreement**. In the event that: (i) the Court does not approve the Agreement as provided herein; or (ii) the Agreement does not become final for any other reason, then this Agreement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

7. **Judgment and Continued Jurisdiction**. After approval of this Agreement, the Court will have continuing jurisdiction under CCP 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Agreement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

8. **Amendment or Modification**. This Agreement may be amended or modified only by a written instrument, signed by all the Parties.

9. **Authorization to Enter into Agreement**. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

10. **Execution and Counterparts**. This Agreement is subject to the execution of all Parties. However, the Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

11. **Acknowledgement that the Settlement is Fair and Reasonable**. The Parties believe this Agreement is a fair, adequate and reasonable settlement of the Action, and have arrived at this Agreement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement.

12. **Invalidity of Any Provision**. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable.

13. **Severability**. If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

14. **Waiver**. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

15. **Enforcement Action**. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

16. **Mutual Preparation**. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

17. **Representation by Counsel**. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and this Agreement has been executed with the consent and advice of counsel and reviewed in full.

18. **Cooperation and Execution of Necessary Documents**. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement.

19. **Binding Agreement**. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

20. **Denial of Liability**. The Parties expressly recognize that the making of this Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Agreement may be used in any Court proceeding that has as its purpose the interpretation, implementation or enforcement of the Agreement or any orders or judgments of the Court entered into in connection therewith.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Agreement, accept and agree to the provisions contained in this Agreement and hereby execute it voluntarily and with full understanding of its consequences.

Dated: 1/31/2025, 2025

JESSICA OROPEZA (Plaintiff)

Signed by:
Jessica U. Oropeza
0EA94FDF3CE1492
JESSICA OROPEZA

Dated: 2/3, 2025

OCEANFRONT RECOVERY, LLC. (Defendant)

By: Keenan Dian
Its: Chief Executive Officer

Dated: 2/3, 2025

ROBERT HILLIS (Defendant)

By: ________