

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Confidential Settlement Agreement And Release Of Claims (the “Agreement”) is made and entered into by and between Ryan Glover (“Employee” or “Plaintiff”), on the one hand, and Watchmen, Inc. (d/b/a Watchman Patrol) (collectively “Employer” or “Defendant”), on the other hand. Employee and Employer 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, Employee filed a Complaint in San Bernardino County Superior Court on March 28, 2023, styled *Ryan Glover v. Watchmen, Inc. et al.*, Case Nos. CIVSB2307197 (the “Action”).

WHEREAS, Employee asserted claims for Defendant's alleged (1) Failure to Pay All Wages, (2) Failure to Provide Rest Periods, (3) Failure to Provide Meal Periods, (4) Failure to Timely Pay Wages at Separation, (5) Failure to Keep Accurate Payroll Records, (6) Failure to Provide Itemized Wage Statements, and (7) Violation of the Private Attorneys General Act.

WHEREAS, Employer denies and disputes all of Employee’s claims and the allegations that were alleged in the Action, or that could have been alleged arising from his employment and the cessation thereof;

WHEREAS, the Parties wish to avoid the expense of further proceedings and desire to resolve any and all claims alleged by Employee or those claims that could be alleged as a result of Employee’s employment, any relationship between Employee and the Employer, and/or generally arising out of or in connection with Employee’s employment and the cessation thereof.

AGREEMENT

NOW THEREFORE, in consideration of and exchange for the promises, covenants, and releases contained in the Agreement and the other valuable consideration described herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties mutually agree as follows:

1. **Settlement Payment.** In consideration of the commitments made herein, Employer agrees to pay the total sum of Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) (“the Settlement Payment”) in full compromise and settlement of all claims released herein, to be paid as follows:

- a. By one check in the sum of Two Thousand Dollars and Zero Cents (\$2,000.00), payable to “Ryan Glover” as payment for wages subject to applicable withholdings and deductions. Defendant will issue a W-2 for this payment.
- b. By a second check in the sum of Three Thousand Six Hundred Dollars and Zero Cents (\$3,600.00), payable to “Ryan Glover” as payment for personal

injuries and non-wage damages. Defendant will issue a 1099 for this payment.

- b. By a third check in the sum of Six Thousand Nine Hundred Dollars and Zero Cents (\$6,900.00), payable to "Gaines & Gaines, APLC" as payment for attorneys' fees and costs. Defendant will issue a 1099 for this payment.

The Settlement Payment will be sent to Plaintiff's counsel on May 15, 2024, provided that Employee/his counsel deliver updated W4 and W9 forms via electronic or certified mail to Defendant's counsel at least ten (10) days hours prior to May 15, 2024. Upon tender of the Settlement Payment, Employer will have fully met its obligations under this Agreement and will not be liable in any manner for the distribution, division or payment of any portion of the Settlement Payment to or between any counsel Employee may have retained or consulted. By execution of this Agreement, Employee authorizes payment to be made as set forth in this paragraph.

2. Dismissal of the Action and Any Other Pending Action. In exchange for the consideration set forth in this Agreement, Plaintiff hereby agrees to dismiss the Action in its entirety, with prejudice as to his individual claims and without prejudice as to the PAGA claims alleged. The dismissal shall include any claims, charges, arbitration demands, actions, or complaints he may have filed with any court, arbitral forum, governmental or administrative agency or in any judicial forum. Plaintiff and his counsel agree to file the Request for Dismissal within ten days of receipt of the Settlement Payment. If the Court requests to see a copy of this Agreement in connection with the dismissal, Plaintiff shall submit it for *in camera* review only, and shall not file it. Plaintiff shall upload the dismissal paperwork and this Agreement to the Labor and Workforce Development Agency concurrently with their filing with the Court.

3. General Release by Plaintiff: Subject to Employer's payment of the Settlement Payment, Employee, for himself and for his heirs, executors, administrators, successors and assigns, hereby releases, acquits and forever discharges Employer, and its respective parents, end-clients, subsidiaries and related entities, officers, directors, shareholders, persons, employees, professional employer organizations (PEO), staffing agencies, agents, servants, representatives, members, attorneys, insurers, re-insurers, assigns, including without limitation each of their respective parents, subsidiaries and related entities, officers, directors, shareholders, persons, employees, agents, servants, PEO's, staffing agencies, representatives, members, attorneys, insurers, re-insurers, and assigns (collectively "Releasees"), from any and all claims, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, demands, attorneys' fees, losses and expenses, known or unknown, suspected or unsuspected, filed or unfiled, including but not limited to the Complaint filed in the Action that he may have or have had arising out of any known or unknown fact, condition or incident occurring prior to the date of this Agreement, arising out of or in connection with any claims, demands, charges, or complaints, arising from his employment with Employer, or the cessation thereof, including but not limited to the Complaint filed in the Action. This release includes, without limiting the generality of the foregoing: any and all claims, demands, causes of actions, obligations, charges, liabilities, attorneys' fees, costs, actual, compensatory and punitive damages, and all claims for any other type of relief relating to, arising out of, or based upon: all claims of harassment, discrimination, and/or retaliation in violation of State or Federal law; all claims for failure to accommodate and/or failure to engage in

the interactive process; violations, interference with and/or retaliation for requesting and taking a leave of absence under state or Federal law; all claims of violation of public policy, including a claim for wrongful and/or constructive termination of employment; all claims for fraud or misrepresentation; all claims based on tort 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 wages, commissions, or other benefits, including minimum wage, regular, overtime, double time, vacation, associated penalties and/or premiums, and expense reimbursement; all claims for rest or meal periods and associated penalties and/or premiums; all claims for stock options; all claims for inaccurate wage statements; all claims for the alleged failure to pay all wages at separation; all claims for failure to timely provide documents for review and/or inspection; any claim for unlawful or unfair business practices; and claim regarding rights created in response to COVID-19, and any other applicable laws, regulations, and rules; all claims for emotional distress; and any and all claims generally relating to Employee's employment with Employer and the cessation thereof, including any alleged violation of any federal, state or other governmental statute, regulation, ordinance, or executive order, including without limitation:

- (1) The Civil Rights Acts of 1866, 1964, and 1991, as amended;
- (2) 42 U.S.C. § 1981;
- (3) The California Fair Employment and Housing Act;
- (4) Section 503 of the Rehabilitation Act of 1973;
- (5) The Fair Labor Standards Act (including the Equal Pay Act);
- (6) The California and United States Constitutions;
- (7) The California Labor Code, specifically including, but not limited to the Private Attorneys General Act pursuant to *Labor Code* § 2699, *et seq.*;
- (8) The California Business and Professions Code;
- (9) The Employee Retirement Income Security Act, as amended except for those provisions not subject to waiver by law;
- (10) The California Family Rights Act;
- (11) The Americans with Disabilities Act;
- (12) The Family Medical Leave Act;
- (13) The California Pregnancy Discrimination Act;
- (14) The California Wage Orders;
- (15) The National Labor Relations Act;
- (16) The Immigration Reform and Control Act;
- (17) California Occupational Safety and Health Act, or the Federal equivalent;
- (18) The Worker Adjustment and Retraining Notification Act;
- (19) The Families First Coronavirus Response Act; and
- (20) COVID-19 Supplemental Paid Sick Leave.

By executing this Agreement, Employee represents and acknowledges that he is currently unaware of any basis to make a claim for workers' compensation benefits. 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* section 1541, that is, the extinguishment of obligations herein designated. This release does not cover any claims that cannot be waived as a matter of law.

By executing this Agreement, Employee further represents, warrants and confirms that he is not an "aggrieved employee" for purposes of acting as an aggrieved employee, claimant,

representative or a Private Attorney General under The California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, et seq. in any claim against any of the Releasees, and Employee specifically agrees that he did not suffer any violation that would form the basis for him to pursue a claim under the PAGA against any of the Releasees. Moreover, Employee disclaims any right to act as an aggrieved employee, claimant, or Private Attorney General under the PAGA against any of the Releasees.

4. Waiver of Section 1542. Employee hereby agrees that the provisions of California Civil Code § 1542 are waived, which provides:

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 HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5. Acknowledgement. Employee acknowledges and agrees that he would not otherwise be entitled to the consideration set forth in Paragraph 1 were it not for his covenants, promises, and releases set forth herein. Employee acknowledges that he has received all wages and compensation due to him from Releasees and that Releasees shall owe Employee nothing further once Employee receives the consideration described in Paragraph 1.

6. Attorneys' Fees and Costs. The Parties agree that they will bear their own attorneys' fees and costs incurred in connection with this matter.

7. Confidentiality. Plaintiff agrees to keep the existence and terms of this Agreement ("Agreement-Related Information") in the strictest confidence and not reveal, unless legally compelled to do so, any Agreement-Related Information to any persons except his attorney and his financial advisors, and taxing authorities and to them only after first advising these persons of the confidential nature of this agreement and their obligation to also keep all Agreement Related Information confidential. Nothing in this Paragraph shall be construed to prevent Plaintiff from disclosing Agreement-Related Information to the extent required by a lawfully issued subpoena or duly issued court order; *provided* that Plaintiff provides Defendant with advance written notice and a reasonable opportunity to contest such subpoena or court order. Nothing in this Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace that Plaintiff has reason to believe is unlawful. Employee and his counsel represent and agree that they have not and will not issue any public announcement, publication, or otherwise disclose the Agreement, the terms thereof, the claims, demand, or allegations alleged by Employee, or any facts alleged to exist as support thereof to anyone, including the press, media, websites, or any service which reports litigation, verdicts or settlements. Further, nothing in this Agreement prevents or restricts Employee from enforcing his Section 7 rights under the National Labor Relations Act, participating in section 7 activity (including the right to communicate with former coworkers and/or third parties about terms and conditions of employment or labor disputes, unrelated to the amount of severance pay under this Agreement) or other otherwise cooperating with the National Labor Relation Board's investigative process through investigation, testimony, or otherwise with

an administrative agency or court. Nothing in this Agreement prevents Plaintiff and his counsel from submitting this Agreement to the Court for its *in camera* review (upon request), and submitting it to the LWDA in connection with the dismissal of the Action. The parties believe this confidentiality provision is reasonable and intend to comply with it.

8. Non-Disparagement and Non-Cooperation; Neutral Reference. Employee agrees and promises that he will not undertake or engage in any harassing or disparaging conduct knowingly 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. Employee further agrees he will not act in any manner that damages the operation or reputation of Releasees. To the extent permitted by law, Employee 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 that Employee knows to be against Releasees unless pursuant to a lawfully issued subpoena or other order by a court or agency of competent jurisdiction. Employee further agrees to give Employer's counsel notice within three (3) business days of his receipt of a subpoena or other order by court or agency pursuant to this Paragraph. This Section is not intended to prevent cooperation through investigation, testimony, or otherwise with an administrative agency or court. This Section is also not intended to prevent Employee from exercising any other rights protected by law, including the right to communicate with former coworkers and/or third parties about terms and conditions of employment or labor disputes, unrelated to the amount of severance pay under this Agreement, when the communication is not so disloyal, reckless, or maliciously untrue as to lose the protection of the law. Employer shall not disparage Employee, and shall provide a neutral reference upon inquiry by a prospective employer, indicating only his dates of employment and job titles held.

9. Liquidated Damages for Breach of Paragraphs 7 and/or 8 of this Agreement. Employee and Employer acknowledge that a breach by either of them of any of the covenants set forth in Paragraphs 7 and/or 8 of this Agreement will cause substantial harm to Releasees or Employee, including but not limited to, the cost of prosecuting any claims and lawsuits against Releasees or Employee. The Parties also acknowledge that it is impracticable to accurately calculate such harm. Therefore, Employee and Employer agree that any breach of the obligations under Paragraphs 7 and/or 8 of this Agreement shall entitle Employee or Releasees to reasonable liquidated damages in the sum of Two Thousand Dollars (\$2,000.00) for each breach. Employee and Employer agree this provision is fair and reasonable because the actual damages that would be suffered as the result of any such breach of Paragraphs 8 and/or 9 would be difficult to ascertain.

10. No Representation of Taxability. IRS Form(s) 1099 will be issued for a portion of the Settlement Payment as set forth in Paragraph 1. Plaintiff understands and agrees that he is responsible for payment of any taxes or other amounts due, which are required to be paid to the State of California, the United States Government, or any other entity as a result of this Agreement, including but not limited to state and federal employer contributions. Plaintiff acknowledges and agrees that Releasees have not warranted or represented how the U.S. Internal Revenue Service or other governmental taxing authorities will treat the Settlement Payment described above for tax purposes, and agrees that no further payment of money to Plaintiff from Releasees will be due in the event that the payment or the release of claims embodied in this Agreement, or any portion thereof, is found by a government taxing authority to be, or to result in, additional taxable income to Plaintiff. Plaintiff agrees that, in the event that any federal, state or local agency takes the

position that additional taxes or other amounts should have been withheld from amounts paid pursuant to this Agreement, Plaintiff will be solely responsible for payment of any such alleged tax obligations or other amounts and will indemnify and hold Releasees harmless from his failure to pay all taxes due.

11. No Admission of Liability. It is understood and agreed by Plaintiff that this Agreement represents a compromise and settlement for various disputed matters and that the promises and payments and consideration of this Agreement shall not be construed to be an admission of any liability or obligation by Releasees to Plaintiff.

12. Medicare Reporting Requirements. The Parties have considered Medicare's interest in this matter, if any, and Plaintiff declares and expressly warrants that Plaintiff is not Medicare eligible nor within thirty (30) months of becoming Medicare eligible; is not 65 years of age or older; is not suffering from end stage renal failure; has not received Social Security benefits for 24 months or longer; and has not applied for Social Security disability benefits, and/or has not been denied Social Security disability benefits and appealing the denial; and therefore, no Medicare Set Aside Allocation is being established. Plaintiff attests that the claims made and released herein are not related to any illness or injury for which Plaintiff would apply or receive Medicare benefits. Plaintiff understands that he is required by law to disclose this information to Defendants and its attorneys in connection with this Agreement. Plaintiff understands that failure to do so may result in penalties being assessed against Plaintiff, the Parties, and attorneys. Plaintiff declares and warrants that he is aware of the requirements of the Medicare Secondary Payer Act ("MSP"). Plaintiff understands that Medicare has an interest in recovering any benefits paid when it is used as a source of secondary payment. Plaintiff therefore agrees to release, hold harmless, and indemnify Released Parties from any remedies, reprisals, or penalties that result from Plaintiff's failure to disclose or release his status as a Medicare beneficiary. In the event that any of the above information provided by Plaintiff is false or in any way incorrect, Plaintiff shall be solely liable for any and all actions, causes of actions, penalties, claims, costs, services, compensation or the like resulting from these inaccuracies. Plaintiff acknowledges that Medicare may require him to exhaust the entire settlement proceeds on Medicare covered expenses should they become Medicare eligible within thirty (30) months. Plaintiff waives any claim for damages, including a private cause of action provided in the MSP, 42 U.S.C. Section 1395y(b)(3)(A), should Medicare deny coverage for any reason, including the failure to establish a set aside allocation to protect Medicare's interest.

13. Attorney Liens. Employee represents and warrants that all legal expenses, bills, costs or contingency fee agreements resulting from or arising out of the representation of Employee by any attorney in relation to the Action are Employee's responsibility to pay, and that any liens based on any legal expenses, bills, costs or contingency fee agreements incurred as a result of the Action will be satisfied by Employee. Employee will indemnify, defend and hold Releasees harmless from any such claims.

14. No Additional Recovery. It is the intent of this Agreement that Employee, lienholders, and any other individual or entity with an interest in Employee's individual claims shall not recover, directly or indirectly, any sums from Releasees other than the Settlement Payment set forth in Paragraph 1 above. If, despite the provisions of this Paragraph, any Releasee receives any claim for contribution or indemnity arising out of the claims released in this

Agreement, Employee shall indemnify, provide a full defense for and hold harmless the Releasees for such amount. In the event a trier of fact determines (and all appeals are exhausted or the time for such appeals have expired) that any Releasee is or would be liable for indemnity under any theory of law or equity, this Agreement shall act as a general release, releasing not only the Releasee but every other individual, trustee, firm, trust, corporation, or entity of any kind, who is or would be entitled to a defense and indemnity from the Releasees with respect to any liability that person, firm, or corporation may have to Employee.

15. Entire Agreement. This Agreement constitutes the entire agreement between Employee and Employer regarding actual or potential claims asserted by Employee against Releasees and the settlement of those claims. No other agreement, statement, or promise made by one Party to another as to any matter addressed in this Agreement shall be binding or valid. This Agreement cannot be orally modified. Any amendment or modification to this Agreement must be in writing, signed by Employee and by duly authorized representatives of Employer. Employee further represents that he is unaware of any agreement or promise, written or oral, between Releasees and/or anyone else that could serve as the basis for any claim or action against Releasees that has not been released in this Agreement. Employee further understands that nothing in this Agreement is intended to excuse his from any confidentiality or non-disclosure agreements he signed while employed by Employer.

16. No Reliance upon Representations by the Other Side. Each Party hereto represents and acknowledges that in executing this Agreement it does not rely and has not relied upon any representation or statement made by the other Party or by the agents, attorneys or representatives of the other Party with regard to the subject matter of this Agreement, or its basis, or the effects of this Agreement other than those representations specifically set forth in this written document.

17. Binding Nature; No Assignment; Retention of Jurisdiction and Enforcement Pursuant to Code of Civil Procedure section 664.6. This Agreement, and all the terms and provisions contained herein, shall bind the heirs, personal representatives, successors and assigns of each Party, and inure to the benefit of each Party, its agents, directors, officers, employees, servants, successors, and assigns. The Parties promise and guarantee that they have not made, and will not make, any assignment of any claim, chose in action, right of action, or any right of any kind whatsoever, embodied in any of the claims that are released herein, and that no other person or entity of any kind had or has any interest in any of the claims released herein. The Court shall retain jurisdiction to enforce this Agreement pursuant to Code of Civil Procedure section 664.6 and as otherwise allowed by law. In any proceeding to enforce this Agreement, the prevailing party shall recover from the breaching party his/its reasonable attorneys fees and costs.

18. Construction; Governing Law and Jurisdiction. This Agreement shall be interpreted and enforced under the laws of the state of California without regard to conflict of law principles. In the event of any dispute, this Agreement is intended by the Parties to be construed as a whole, to be interpreted in accordance with its fair meaning, and not to be construed strictly for or against either Plaintiff or Defendant or the “drafter” of all or any portion of this Agreement. This Agreement constitutes the entire agreement between Plaintiff and Defendant. This Agreement supersedes any previous agreements or understandings between Plaintiff and Defendants, *except* as otherwise provided herein.

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

20. Compliance with Terms; No Waiver. The failure to insist upon compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

21. Section Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

22. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an executed Agreement and each of which shall be deemed to be one and the same instrument. An electronic signature shall be treated as an original signature for all purposes.

23. Representative Capacity. Each Party executing this Agreement in a representative capacity represents and warrants that he is empowered to do so.

24. Survival of Warranties and Representations. The warranties and representations of this Agreement are deemed to survive the date of execution thereof.

25. Voluntary and Knowing. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto. Plaintiff has carefully read this entire Agreement. Plaintiff acknowledges that he has been given the opportunity to consult with his own legal counsel with respect to the matters referenced in this Agreement, and that he has obtained and considered the advice of such legal counsel as he deems necessary or appropriate, such that Plaintiff voluntarily and freely entered into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates set forth below.

Dated: 05 / 14 / 2024



Ryan Glover

Watchmen, Inc.

Dated: 05/14/2024

By: 

Anthony Wiggins

Print Name

Owner
Title