

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release is entered into by and between Mile 44, Inc. (the “Company”) and John Talbot, Jeffery Booker, Paul Menchaca, and Paul Ramlo (jointly “Employees”) as individuals and not as class representatives in any representative or class action (jointly the “Parties”).

RECITALS

- A. WHEREAS, Employees provided services for Company in or about June 2022; and
- B. WHEREAS, certain disputes, claims and alleged causes of action have existed by and between the Parties arising out of and relating to Employees’ services for Company; and
- C. WHEREAS, the Parties have reached an agreement to fully and finally resolve all claims of Employees as individuals, and wish to set forth their agreement below:

AGREEMENT

- 1. In exchange for Employees’ promises and releases described below, the COMPANY agrees to pay Employees the sum of **Fifty Thousand Dollars (\$50,000)** (the “Settlement Payment”) paid as follows:
 - a. \$10,000 on or before the 1st day of September 2023.
 - b. \$10,000 on the first day of each consecutive month thereafter until paid in full.
 - c. Plaintiffs shall fully control the division and allocation of the Settlement Payment between the Employees.
- 2. Payment will be made payable to Harris & Rubble Trust account.
- 3. Employee Menchaca has filed a class action and representative PAGA claim against The Company in the Superior Court of California, County of Los Angeles, case number 23STCV07060 (the “Action”), but will move to dismiss that action without prejudice in accordance with the Rules of the Superior Court for the dismissal of class actions prior to class certification. This agreement is a settlement of Employees’

individual claims only. Employee agree that they will not bring or act as a representative in any representative action involving Company or any Released Parties.

4. This Agreement does not constitute an admission by The Company of any wrongdoing.

5. Employees hereby release and forever discharge The Company, including their officers, directors, shareholders, agents, employees, attorneys, successors and assigns, (collectively the "Released Parties") from any and all claims of any and every kind, known or unknown, that Employees have, or may have, as of the date this Agreement is signed, which arise out of his relationship with The Company, or otherwise.

6. Employees' release of claims that each of them may have as of the date hereof, including all claims, arising from or relating to their relationship with and any services they or any of them may have provided to or for the benefit of The Company. This release includes, but is not limited to, all claims that were or could have been asserted in a Complaint or demand for arbitration as of the date this Agreement is fully executed. To the full extent permitted by law, Employees, for themselves and their marital community, if any, heirs, executors, administrators, successors, trustees and assigns, waives, releases and forever discharges, and agrees that they will not in any manner institute, prosecute or pursue, any complaint, claim, lawsuit, clam for relief, demand, suit, action or cause of action, whether at law or in equity, which they could assert at common law or under any statute, rule, regulation, order or law, whether federal, state, or local, or on any grounds whatsoever, including without limitation, and claim under the Civil Rights Act of 1964 (Title VII); the federal Equal Pay Act; the Age Discrimination in Employment Act of 1967, as amended, (ADEA); the Americans with Disabilities Act (ADA); the Family and Medical Leave Act or 1993; the Employee Retirement Income Security Act of 1974; the Occupational Safety and Health Act; the Racketeer Influence and Corrupt Organizations Act; the Financial Reform Recovery and enforcement Act of 1989, Section 1981 of Title 42 of the United States Code; the Fair Labor Standards Act; the California Labor Code; the California government Code; the California Business & Professions Code; the California Occupational Safety and Health Act; the California Fair Employment and Housing Act (FEHA); the California Family Rights Act; the California Unruh Civil Rights Act, as well as any claims for violation of privacy rights, violations of civil rights, denial of equal rights, breach of contract, equitable remedies, and any claims sounding in tort or arising out of any alleged contract of employment, express or implied, any covenant of good faith and fair dealing, any claims for unpaid wages, and any statute or wage order (federal or state) relating to employment, or employment discrimination, and claims against The Company and the Released Parties with respect to any event, matter, claim, damage or injury arising out of her employment relationship with The Company or the termination of that employment relationship, including but not limited to Labor Code §6311, or with respect to any claim, matter, or event arising prior to the date of this

Settlement Agreement. Employees do not release any claims which may arise after the date this Agreement is fully executed.

7. Employees individually agree and warrant that The Company's promises made under this Agreement and performance thereof constitute full satisfaction of any and all of Employees' claims of every nature against The Company as of the date this Agreement is fully executed. Should Employees or any of them be identified as a potential class member in any Class Action against The Company, the Released parties, or any of them, each Employee agrees that any and all claims by him, as of the date this Agreement is fully executed, are specifically settled in this Agreement and that he will opt-out of any such Class Action.

8. The Company hereby releases Employees and their respective heirs, assigns, agents, representatives, attorney(s), and consultants from any and all matters, claims, liabilities, liens, causes of action of any kind and description, demands, obligations, and actions, whether known or unknown, at law or at equity, which could be, or could have been filed by The Company against Employees, their heirs, assigns, agents, representatives, attorney(s), or consultants, as of the date this Agreement is signed, which arise out of Employees' relationship with The Company.

9. The Parties to this agreement expressly warrant that they have read, understand and **voluntarily waive the rights described in Section 1542** of the California Civil Code, which provides 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.”

Having been so apprised. The Parties nevertheless voluntarily elect to assume all risks regarding any rights, claims and actions in their favor against another party to this agreement arising before or after this time, which are known or unknown at this time.

10. Except as necessary for dismissal of the Action from Los Angeles Superior Court, the Parties each will keep confidential, the amount and terms of this settlement and all matters relating to the claims against The Company, and will not publicize any of the contents of this Agreement to any person other than their respective attorneys, immediate family members, tax advisor(s) and governmental taxing authorities, except to the extent necessary to sue for enforcement of this Agreement or to the extent the Parties are compelled to do so by law, provided that each person so informed is told by the disclosing

party that (s)he/they are not to disclose the matter further. To all others, under no circumstances may the party state that (s)he/they have received any financial payment as part of this settlement. In response to any inquiry, the Parties may say only that “the matter is settled or resolved” and that (s)he/they cannot talk about it. This provision is a material provision of this Agreement and a material inducement for The Company to enter into this Agreement.

11. The Company agrees that they, if they receive a request for an employment reference from a prospective employer of Employees or any of them, The Company shall provide a neutral reference to the prospective employer with information regarding such Employee’s dates of employment and job titles.

12. The Company’ payment to Employees shall be reported to the Internal Revenue Service (“IRS”) on Tax Form 1099. Harris & Ruble will provide a fully-completed W9 form. The Company makes no representations as to the tax treatment of the payment called for in this Agreement and Employee is not relying upon any statement or representation by The Company. Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties that may be owed on the Settlement Payment. In the event that the IRS later characterizes some or all of the Settlement Payment reported on IRS Tax Form 1099 as “wages” subject to income tax withholding, Employee agrees to indemnify and reimburse The Company for any tax payment or penalty resulting from such re-characterization.

13. Time is the essence of this Agreement.

14. This Agreement is an integrated agreement and contains the entire understanding and agreement of the Parties and shall not be changed modified amended, extended, terminate, waived or discharged, except by an instrument in writing, signed by the Parties hereto. This Agreement supersedes all prior agreements and understanding except as herein expressly stated.

15. The rights and duties of the Parties under this Agreement shall be governed by the laws of the State of California. Any action to enforce any right under this Agreement shall be brought in Los Angeles County, State of California. Should it become necessary to initiate any action to enforce this Agreement then the prevailing party in any such action shall recover, in addition to other relief granted by the court, costs and reasonable attorney fees. The Parties agree that the Los Angeles Superior Court shall retain jurisdiction to enforce this agreement after dismissal of the case under Code of Civil Procedure 664.6, until the final payment is made hereunder.

16. The waiver by either party of any term, covenant or condition herein contained shall not be deemed a continuing waiver of that term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition of this Agreement.

17. If any provision of this Agreement should be invalid, the remaining provisions hereof shall continue to be fully effective.

18. This Agreement may be executed in any number of counterparts each of which when taken together shall constitute but one original. Faxed, PDF (scanned) signatures, and/or electronic signatures (such as DocuSign) shall be deemed valid as if they were inked originals.

19. The Parties hereby represent and warrant that they are entering into this Agreement knowingly and voluntarily; that they are each represented by counsel and that they have received advice of counsel regarding the subject matter hereof in order to consider the decision of whether or not to execute this Agreement; that they understand the terms and effects of the Agreement; that they are executing this Agreement free from any duress, and undue influence, mistakes of fact or law, fraud, undue influence, and that they are executing this Agreement in a non-coercive atmosphere.

20. This Agreement is subject to approval of the motion to dismiss the Action pursuant to Superior Court Rule 3.770.

THE COMPANY:

Mile 44, Inc.

By _____ Dated: _____

EMPLOYEES:

Paul Menchaca Dated: _____

John Talbot Dated: _____

Jeffery Booker Dated: _____

Paul Ramlo Dated: _____