
**SETTLEMENT AGREEMENT
AND
GENERAL RELEASE**

This Settlement Agreement and General Release (“Agreement”) is made and entered into as of April 8, 2024, by and between Humberto Mendoza, an individual (hereinafter “MENDOZA”), on the one hand, and Revo Express, Inc., a Washington Corporation (hereinafter “REVO EXPRESS”) and Revo Group, LLC d/b/a “BAC Enterprises Inc.” (“REVO GROUP”), a Washington limited liability company (collectively “DEFENDANTS”). They are collectively referred to hereafter as “the Parties.”

RECITALS

A. WHEREAS, MENDOZA alleges that MENDOZA was employed by DEFENDANTS;

B. WHEREAS, MENDOZA filed a complaint and first amended complaint against DEFENDANTS in the Superior Court Los Angeles County, Case Number 23CHCV01852, alleging causes of action arising out of or relating to his employment (“Complaint”);

C. WHEREAS, the Parties hereto desire to settle, without any admission of liability, each and every dispute they may have against each other, including the claims alleged by MENDOZA in the Complaint and not previously dismissed and any other claim, known or unknown, that in any way arises out of or relates to MENDOZA’s employment.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties to this Agreement agree as follows:

1. Consideration.

a. MENDOZA shall receive the total gross sum of twenty-four thousand dollars (\$24,000) (“Settlement Amount”) as consideration for this Agreement. The Settlement Amount shall be paid in installments as follows:

- i. One check in the amount of two thousand dollars and no cents (\$2,000.00) each month for a total of twelve months
- ii. Payment of the first installment shall be mailed to D.Law, Inc., no later than May 1, 2024.
- iii. Each subsequent installment shall be mailed to D.Law within the first seven days of each calendar month.

MENDOZA shall be solely and exclusively responsible for the payment of any and all applicable taxes relating to the payments received under this Agreement. MENDOZA shall defend, indemnify, and hold DEFENDANTS harmless from any tax liabilities, claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental entity against DEFENDANTS or any of its owners/employees arising out of or related to the payments made pursuant to this Agreement, including assessments for unpaid or delinquent taxes, assessments for DEFENDANTS' failure to withhold any amount from the payments called for herein, interest, and penalties. DEFENDANTS agree to provide MENDOZA with any relevant information and documents MENDOZA may need to address any tax assessments or related liabilities that may be imposed against MENDOZA by any federal, state, or local authority on account of the payments made under this Agreement.

b. In exchange for the foregoing consideration set forth in (a) above, the Parties agree to do the following:

- i. MENDOZA will dismiss with prejudice the entire Complaint filed in the Superior Court of the State of California, County of Los Angeles, Case No. 23CHCV01852 as soon as possible after receipt of Payment of the Settlement Amount; and
- ii. The Parties will release each other and Releasees from any and all claims, as described in paragraphs 2 and 3 *infra*, they have against each other and the Releasees, defined *infra*.

2. Mutual Release of All Claims. Except for the obligations created by this Agreement, the Parties mutually release and forever discharge MENDOZA, MENDOZA's agents, spouse, assigns, successors, heirs, and attorneys, and DEFENDANTS, each of their former, current and future agents, assigns, employees, owners, affiliates, shareholders, officers/members, successors, holding companies, representatives, subsidiaries, insurers, and attorneys, ("Releasees") from any and all options, claims, causes of action, demands, damages, debts, liabilities, accounts, reckonings, obligations, losses, costs, expenses, liens, actions, and claims of any sort, whether sounding in law or in equity. The general release includes, but is not limited to, any and all claims, demands, causes of action, obligations and liabilities, whether or not presently known or unknown, fixed or contingent, that in any way relate to or arise from MENDOZA's employment with DEFENDANTS, including, without limitation, any claims related to or arising out of MENDOZA's employment relationship with DEFENDANTS or the termination of that employment, including, without limitation, any claims for unpaid salary, unpaid wages, unpaid overtime, unpaid compensation for non-compliant meal, rest or recovery periods, unpaid "on-call" compensation, severance, accrued vacation, personal leave, paid sick leave, short term or long term disability benefits, payment pursuant to any practice, policy or handbook, bonuses, commissions, any other type of compensation other than as contemplated by the terms of this Agreement, and pay stub or wage statement violations, and including, but not limited to, claims, demands or causes of action under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Unruh Civil Rights Act, the Age Discrimination in Employment Act (ADEA) of 1967, as amended, the Older Workers Benefit Protection Act, the

Americans with Disabilities Act, the Americans with Disabilities Act Amendments Act, the Family and Medical Leave Act and related regulations, the California Family Rights Act and related regulations, the California New Parent Leave Act, the Genetic Information Nondiscrimination Act, the National Labor Relations Act, the Labor Management Relations Act, the federal Worker Adjustment and Retraining Notification Act, the California Worker Adjustment and Retraining Notification Act, the California Consumer Privacy Act, the California Privacy Rights Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Immigration Reform and Control Act, the Fair Labor Standards Act, the Equal Pay Act, the Occupational Safety and Health Act, the Employee Polygraph Protection Act, the employee (whistleblower) civil protection provisions of the Corporate and Criminal Fraud Accountability Act (Sarbanes-Oxley Act), the Employee Retirement Income Security Act (except for any vested benefits under any tax qualified benefit plan), the California Fair Employment and Housing Act, the Healthy Workplaces, Healthy Families Act of 2014 and all amendments, the Families First Coronavirus Response Act, the Coronavirus Aid, Relief, and Economic Security Act, the California COVID-19 Supplemental Paid Sick Leave laws, Sections 1981 through 1988 of Title 42 of the United States Code, and any claims within any division of the California Department of Industrial Relations or Employment Development Department, as well as public policy, tort or common law claims for wrongful discharge or termination, constructive discharge, retaliatory discharge, breach of contract (employment or otherwise), conspiracy, fraud, breach of fiduciary duty, negligent misrepresentation, intentional or negligent infliction of emotional distress, defamation, libel, slander, conversion, invasion of privacy rights, tortious interference with contract, tortious interference with business relations, disparagement of business reputation and any other claim, demand or cause of action arising under any provision of the California Constitution, the California Labor Code, the California Civil Code, the California Business & Professions Code, the California Government Code, the California Administrative Code, any other federal, state or local law, rule, regulation or ordinance, except as any such waiver or release is prohibited by law, case law, or statute, as well as any basis for recovering costs, fees, or other expenses, including attorneys' fees, incurred in these matters, and causes of action of every kind and nature whatsoever (hereafter collectively "Claims"), whether now known or unknown, suspected or unsuspected, which any of the Parties now has, owns or holds or at any time heretofore ever had, owned or held or could, shall or may hereafter have, own or hold based upon or arising out of any matter, cause, fact, thing, act or omission whatsoever occurring or existing at any time through and including the execution and delivery of this Agreement waives the right of MENDOZA and DEFENDANTS to file any charge, complaint or other action against each other with respect to the foregoing except as such waiver may be prohibited by statutory language or law.

3. Release of Unknown Claims. Except for the obligations created by this Agreement or expressly exempted herein, it is the intention of MENDOZA and DEFENDANTS in executing this Agreement, and in doing the acts herein set forth, and in accepting the consideration referred to herein, that the instrument shall be effective as a full and final accord and satisfaction and release of each and every matter described or contemplated herein. In furtherance thereof, MENDOZA and DEFENDANTS acknowledge that they are familiar with **Section 1542 of the Civil Code of the State of California** 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.

DEFENDANTS and MENDOZA waive and relinquish any rights and benefits DEFENDANTS or MENDOZA have or may have pursuant to or under Section 1542 of the Civil Code. DEFENDANTS and MENDOZA acknowledge that they are aware that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this Agreement, but it is the Parties' intention to finally and forever settle and release any and all matters, disputes and differences, known or unknown, suspected or unsuspected, which do now exist, may exist or heretofore have existed, and in furtherance thereof, the release herein given shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional or different facts by DEFENDANTS or MENDOZA.

4. Age Discrimination Claim Waiver. MENDOZA understands and agrees that MENDOZA:

- a. Has had up to twenty-one (21) days within which to consider this Agreement before executing it. MENDOZA agrees that if MENDOZA elects to sign the Agreement in less than twenty-one (21) days, MENDOZA may do so voluntarily and without pressure or coercion from DEFENDANTS.
- b. Has carefully read and fully understands all of the provisions of this Agreement.
- c. Is, through this Agreement, releasing DEFENDANTS and/or Releasees from any and all rights or claims MENDOZA may have against DEFENDANTS and/or Releasees under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, et seq.).
- d. Knowingly and voluntarily intends to be legally bound by the same.
- e. Was advised and hereby is advised in writing to consider the terms of this Agreement and to consult with an attorney of MENDOZA's choosing prior to executing this Agreement.
- f. Has seven (7) days following the execution of this Agreement to revoke this Agreement and has been and hereby is advised in writing that this Agreement shall not become effective or enforceable until the revocation period has expired, referred to herein as the "Effective Date." Any revocation within this period must be submitted in writing to Representative and state, "I hereby revoke my acceptance of our Settlement Agreement and General Release."

(1) MENDOZA understands that any revocation, to be effective, must be in writing and either (a) postmarked and mailed by certified mail return receipt requested within seven (7) days of execution of this Agreement and addressed to Representative or (b) hand-delivered within seven (7) days of execution of this Agreement to Representative. For purposes of this paragraph, Representative's address is:

REVO GROUP, LLC
C/o Jason Wax
Bush Kornfeld LLP
601 Union St, Suite 5000
Seattle, WA 98101

(2) MENDOZA understands that if revocation is made by mail, the revocation must be mailed via overnight mail;

(3) MENDOZA understands that no payments of Settlement Amount under this Agreement will be made until following the expiration of the seven-day revocation period; and

(4) MENDOZA understands that this Agreement, including all releases and other provisions contained herein, is valid and effective as of the Effective Date of the Agreement.

g. Understands that rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, et seq.) that may arise after the date this Agreement is executed are not waived.

h. MENDOZA understands that this paragraph relates to DEFENDANTS, and DEFENDANTS' officers, board of directors, agents, supervisors, employees, attorneys, representatives, and related or affiliated companies or entities.

5. Waiver of Legal Action Arising From Agreement. Except for a Breach of Contract action as provided below in paragraph 24, MENDOZA agrees never to commence, prosecute, or cause, permit, advise, or assist to be commenced or prosecuted, any action or proceeding against DEFENDANTS, including but not limited to any action or proceeding based upon any claims, demands, causes of action, obligations, damages or liabilities which are released pursuant to this Agreement, except as prohibited by law. MENDOZA warrants that MENDOZA does not have any pending claims, suits or charges against DEFENDANTS other than the Complaint.

6. No Admission of Liability. MENDOZA understands and agrees that (a) DEFENDANTS have entered into this Agreement for the purpose of purchasing peace and to prevent further involvement with the matter, and (b) neither the transfer of any consideration, the doing of any of the acts referred to in this Agreement, nor anything else contained in this Agreement shall be taken or construed to be an admission on the part of any of the Parties of any claims, liabilities, obligations, damages, losses or expenses asserted in the matter. It is

understood that this Settlement Agreement and General Release does not constitute or arise out of any admission of liability or wrongdoing of any party but is a compromise of disputed facts, issues and claims.

7. **Neutral Reference.** DEFENDANTS agree to respond to all inquiries from prospective employers of MENDOZA with a neutral reference consisting of: (1) MENDOZA's dates of employment; and (2) MENDOZA's job title.

8. **Waiver of Fees and Costs.** Each party shall bear their own attorneys' fees, costs, and expenses relating to the matter, including each party's share of the costs and fees for preparation and implementation of this Agreement. MENDOZA agrees MENDOZA is not entitled to litigation costs.

9. **Warranty of Authority.** MENDOZA represents and warrants that MENDOZA has the full right, power, legal capacity, and authority to enter into and perform MENDOZA's obligations under this Agreement and that no approvals or consents of any persons are necessary in connection with it.

10. **No Assignment of Claims.** MENDOZA represents and warrants that there has not been an assignment or transfer, or purported assignment or transfer, voluntarily, involuntarily, or by operation of law, of any claim or matter released pursuant to this Agreement. MENDOZA agrees to indemnify, defend and hold harmless any other party hereto from any claims which may be asserted against such party, based on, arising out of, or in connection with any such assignment, transfer or conveyance, or purported assignment, transfer or conveyance.

11. **Agreement is Binding and Final.** The Parties agree that this Agreement shall not be subject to rescission or modification based on any mistake of fact or law in that there is absolutely no agreement or reservation that is not clearly expressed herein. The Parties further represent and warrant that, except as set forth in this Agreement, they have not relied upon or been induced by any representation, statement or disclosure of any other party but have relied upon their own knowledge and judgment and upon the advice and representation of counsel of their own selection in entering into this Agreement, that they have read and fully understand the terms of this Agreement and are fully advised as to the legal effects thereof.

12. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of California. Any breach of this Agreement will be deemed to occur in the County of Los Angeles, California. The Parties agree that jurisdiction in the matter be in the courts of the State of California, County of Los Angeles.

13. **Attorneys' Fees.** If any additional or further legal proceedings and/or arbitration(s) are necessary by any of the Parties for enforcement of this Agreement or declaration of any rights under the terms of this Agreement, the prevailing party in that litigation and/or arbitration shall be entitled to receive from the other party who opposes such action all costs incurred, including, but not limited to, reasonable attorneys' fees. Notwithstanding the foregoing, nothing in the section shall require MENDOZA to pay DEFENDANTS any damages, attorneys' fees, or costs should MENDOZA challenge the waiver of an ADEA claim or file an ADEA action, except as specifically authorized under the law.

14. Entire Agreement. This Agreement shall constitute the entire agreement between the Parties. It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by authorized representatives of the Parties. The undersigned's state that they have read this Agreement, understand the contents thereof, and sign the same as a free act and deed. By signing this Agreement, the undersigned's express their intention to nullify all previous understandings and agreements not contained in this Agreement. This Agreement supersedes all prior agreements and statements about the terms of the contract and contains the complete and exclusive statement of all of its terms.

15. Binding Upon Successors. This Agreement shall be binding upon and inure to the benefit of, the Parties hereto and their predecessors, successors, heirs, assigns, past, present or future executors, administrators, trustees, beneficiaries, affiliated and related entities, officers, directors, agents, employees, and representatives.

16. Severability. In the event that any of the terms of this Agreement are found to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

17. Modification. Any modification of this Agreement must be in writing and signed. No oral modifications shall be effective to vary or alter the terms of this Agreement.

18. Enforceable Obligations. When executed, this Agreement will be valid, binding and legally enforceable in accordance with its terms and California Code of Civil Procedure Section 664.6.

19. Execution in Counterparts. This Agreement may be executed in counterparts. Each such counterpart shall be deemed an original, but all such executed counterparts together shall constitute one and the same instrument. A facsimile, electronic or email signature shall be deemed effective as if it were an original signature.

20. Authority to Execute. The individuals who execute this Agreement hereby expressly represent that they have the authority to execute this Agreement and have the authority to bind the party on whose behalf they are signing.

21. Breach of Agreement. Any party to this Agreement may bring an action at law for its breach. Unless otherwise ordered by the Court, only the provisions of this Agreement alleged to have been breached shall be disclosed.

22. Construction. The normal rule of construction that any ambiguity or uncertainty in a writing shall be interpreted against the party drafting the writing shall not apply to any action on this Agreement. This Agreement is entered into in the State of California and shall be construed and interpreted in accordance with its laws.

23. THE SIGNATORIES HAVE CAREFULLY READ THIS ENTIRE AGREEMENT AND RELEASE. THE SIGNATORIES FULLY UNDERSTAND THE FINAL AND BINDING EFFECT OF THIS AGREEMENT. THE ONLY PROMISES OR

REPRESENTATIONS MADE TO THE SIGNATORIES ABOUT THIS AGREEMENT, AND TO SIGN THIS AGREEMENT, ARE CONTAINED IN THIS AGREEMENT. THE SIGNATORIES ARE SIGNING THIS AGREEMENT VOLUNTARILY.

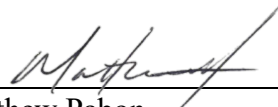
IN WITNESS WHEREOF, the undersigneds have executed this Agreement as of the dates set forth below.

04 / 09 / 2024
Dated: _____, 2024

By: 
HUMBERTO MENDOZA

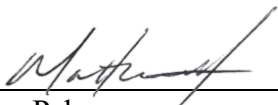
Dated: 4/8/24, 2024

REVO EXPRESS, INC., a Washington Corporation

By: 
Matthew Pabon
Its Authorized Agent

Dated: 4/8/24, 2024

REVO GROUP, LLC d/b/a “BAC Enterprises, Inc.”,
a Washington limited liability company

By: 
Matthew Pabon
Its Authorized Agent