

SETTLEMENT AGREEMENT AND RELEASE

1. **Parties.** The parties to this Settlement Agreement and Release ("Agreement") are Michael Hays (hereinafter "Hays") on the one hand, and Ahava Holdings, Inc; Ahava Holdings, Inc., doing business as Long Beach Property Management; Ahava Holdings, Inc., doing business as Rent LBC; Sean Plotkin, an individual; Brian Shanedling, an individual; 1119 E. 4th, LLC, erroneously sued as 1119 East 4th, LLC (the Ahava defendants) on the other hand.

2. **Recitals.** This Agreement is entered into with reference to the following facts:

2.1 Hays claims to have worked as apartment manager for one or more of the Ahava defendants at 1119 East 4th St. in the city of Long Beach, State of California for a period within four years before filing of the action referred to in paragraph 2.2 below.

2.2 Hays has made claims against the Ahava defendants and has filed a civil action including a Complaint in Los Angeles Superior Court, Case No. 22LBCV01021, captioned Michael Hays, etc. vs. Ahava Holdings, Inc., etc., et al, in which civil action 1119 E. 4th, LLC has filed a Cross-Complaint and has filed a motion to file an Amended Cross-Complaint (together, the Action). In the Action Hays has claimed that he was not fully compensated for all hours worked, and has asserted various other claims in connection with his compensation arrangement, and employment, including liquidated damages. Hays has also filed a complaint with the California LWDA as a predicate to the amending of the Complaint herein to assert a Private Attorneys General Act for himself, as well as on behalf of all others similarly situated for certain penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (PAGA). The Cross Complainant has made various claims against Hays for unpaid rent and other damages and the Amended Cross-Complaint adds various claims relating to alleged breaches and damages to the premises in which Hays was resident. It is the intention of the parties that all claims and potential claims each may have against the other are to be settled hereby such that the parties may finally resolve all differences, disputes and claims each may have against the other.

2.3 All parties deny that they owe any of the damages claimed in the Action.

2.4 Hays and the Ahava defendants agree that a good faith dispute has arisen between them with regard to the damages each is claiming, and they mutually desire to resolve those and any other potential claims without further litigation.

3. **Payment.** In consideration of the claims released herein, the Ahava defendants will pay as follows:

3.1 The sum of Thirty Four Thousand Dollars and No Cents (\$34,000.00) by cashiers check payable to The Kenneth F. Moss Client Trust Account delivered to The Law Offices of Kenneth F. Moss, within 15 days after execution of this Settlement Agreement by both sides.

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3.2 Upon payment of the sums referred to in Paragraph 3.1 above, counsel for the parties will submit to the court a Request for Dismissal With Prejudice of the Entire Action. Further, and as part of the express consideration for this settlement, upon execution of this agreement by all parties, the Ahava defendants agree that any obligation on the judgment entered in the previously concluded Unlawful Detainer action will have been satisfied, and Hays covenants and agrees that he will not pursue, either in the Action or any other action or proceeding, any of the PAGA claims previously filed with LWDA of the State of California.

4. Releases.

4.1 By Hays. In consideration for the promises undertaken, Hays hereby irrevocably and unconditionally releases and forever discharges the Ahava defendants (as herein- above defined) and their predecessors and affiliated entities, directors, officers, trustees, beneficiaries, employees, agents, and representatives, successors, assigns, payroll companies or others arising from any claims in any way related to his employment relationship with the Ahava defendants and the termination of his employment and/or that relationship and/or any events regarding his employment relationship with the Ahava defendants occurring prior to the execution of this agreement. This includes, without limitation, all events based on allegations in the pleadings on file herein, on allegations of discrimination or harassment on the basis of race, color, sex, age, national origin, ancestry, religion, disability, handicap, medical condition, marital status, sexual orientation or any other basis protected by federal, state or local laws; any claim under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000E, et seq.; the Age Discrimination Employment Act, as amended by Older Workers Benefit Protection of 1990 29 U.S.C. § 621 et seq.; the Americans With Disabilities Act, 42 U.S.C. § 12101, et seq.; the California Fair Employment and Housing Act, California Government Code § 12900, et seq.; violation of the Consolidated Omnibus Budget Reconciliation Act of 1985 "COBRA"; violation of the Occupational Safety and Health Act or any other safety and/or health laws, statutes, or regulations; violation of the Employment Retirement Income Security Act of 1974 ("ERISA") or any contract, tort, wage and hour law, and/or federal, state or local fair or civil rights law, ordinance or executive order, or any other wrongdoing or improper conduct whatsoever, including but not limited to: any claims for violation of any state or federal law or regulation; or for breach of contract (express or implied); breach of the implied covenant of good faith and fair dealing; wrongful discharge; retaliation; violation of public policy; sexual assault and/or battery; invasion or privacy; misrepresentation; defamation; fraud; fraudulent inducement; or emotional distress; and any all claims or torts whatsoever all to the fullest extent permitted by law. For further clarity, Hays covenants and agrees that he will not pursue, either in the Action or any other action or proceeding, any of the PAGA claims previously filed with LWDA of the State of California, or any other PAGA claims known to him.

4.2 By the Ahava defendants. The Ahava defendants hereby release, acquit and forever discharge Hays, and any of their agents, attorneys, heirs and assigns from any and all claims, debts, liabilities, demands, damages, obligations, actions and causes of action, of any nature whatsoever, whether known or unknown, suspected or unsuspected, arising out of or in connection with his employment by the Ahava defendants, his residency and termination thereof, on the

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compromise of the claims asserted by Hays against the Ahava defendants and is intended to compensate Hays for his claims to wages, liquidated damages, and emotional distress damages as allocated in Paragraph 3 above. Hays agrees that the responsibility to pay his taxes on the settlement amount is Hays's responsibility and if any taxing authority determines that Hays was responsible for any taxes or assessments not paid by Hays, then Hays shall indemnify the Ahava defendants and hold the Ahava defendants harmless for any liability for non-payment of those taxes as assessed to them.

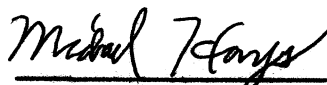
11. Choice of Law. The parties agree that California law shall govern the construction, interpretation and enforcement of this Agreement.

12. Integration. The parties agree that this Agreement contains their entire agreement and supersedes all other agreements and understandings, whether written or oral, covering the subject matter hereof. The parties warrant that there were no representations, agreements, arrangements or understandings, whether written or oral, between them relating to the subject matter contained in this Agreement which are not fully expressed herein.

13. Modifications. No modification, amendment or waiver of any of the provisions contained in this Agreement, or any future representations, promise, or condition in connection with the subject matter of this Agreement, shall be binding upon any party to this Agreement unless made in writing and signed by such party or by a duly authorized officer, partner, or agent of such party.

14. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, with the same force and effect as if all signatures appeared on the same document. Similarly, an electronically transmitted signature (including via facsimile transmission) shall bear the same force and effect as an original signature.

DATE: July 17, 2023


Michael Hays

DATE: July ____, 2023

Sean Plotkin, for himself and on behalf of 1119 E. 4th, LLC, erroneously sued as 1119 East 4th, LLC and Ahava Holdings, Inc; Ahava Holdings, Inc., doing business as Long Beach Property Management; Ahava Holdings, Inc., doing business as Rent LBC

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(Signatures continued from page 4)

DATE: July____, 2023

Brian Shanedling, for himself and on behalf of Ahava Holdings, Inc; Ahava Holdings, Inc., doing business as Long Beach Property Management; Ahava Holdings, Inc., doing business as Rent LBC

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