CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is made and entered into by and between Annekes "Annie" Herrera ("Claimant") and Andrea Bow and Robert Bow (collectively, the "Respondents") effective as of the date the court approves the settlement of the Action (defined below) and after the Revocation Period has expired. Claimant and the Respondents shall hereinafter be collectively referred to as the "Parties" with reference to the following facts:

RECITALS

R-1. Claimant was employed by the Respondents for a period of time. Claimant's employment terminated on or about October 31, 2025.

R-2. On February 23, 2026, Claimant filed a lawsuit against the Respondents in the Contra Costa County Superior Court entitled *Annekes ("Annie") Herrera v. Andrea Bow, et al.*, Case No. C26-00620, alleging various causes of action against the Respondents (the "Action"). On March 30, 2026, Claimant filed a First Amended Complaint ("FAC") in the Action, asserting a claim under the Private Attorneys General Act ("PAGA").

R-3. The Respondents deny, and continue to deny, all of Claimant's allegations. The Respondents maintain they properly paid Claimant all compensation that was due to Claimant and did not retaliate or discriminate against Claimant. Thus, the Respondents deny that it has any liability at all with respect to Claimant.

R-4. The Parties desire to resolve fully and finally any and all of Claimant's claims and disputes against the Respondents, including, but not limited to, the Action and any and all claims related to Claimant's employment with the Respondents or termination therefrom.

R-5. The period covered by this Agreement for PAGA claims is October 1, 2024 through November 3, 2025 (the "PAGA Period")..

R-6. Nothing in this Agreement shall be construed as an admission of wrongdoing, culpability, or liability by the Respondents for any purpose in any respect.

NOW, THEREFORE, in consideration of the execution of this Agreement and the mutual covenants and promises contained herein, the Parties agree as follows:

AGREEMENT

1. <u>Payment to Claimant</u>. Subject to the terms of this Agreement, the Respondents shall cause to be paid to Claimant the gross amount of Fifteen Thousand Dollars ($15,000.00) after the Revocation Period has expired and after the court approves the settlement of this Action. The first payment shall be made within two (2) business days after the later of: (1) the court approves the settlement of the Action; (2) the expiration of the Revocation Period; and (3) the Respondents receiving Claimant's signature on this Agreement and Forms W-4 and W-9 from Claimant. Of the gross amount, $2,500 shall be deemed wages payable to Claimant from which withholdings shall be taken and for which Claimant shall be issued an IRS Form W-2; and

$12,500 shall be deemed alleged non-wage compensatory damages payable to Claimant for which an IRS Form 1099 will be issued to Claimant. The Respondents shall cause the payments to be made to Claimant via Venmo or Zelle.

2. Dismissal of the Action. Within two (2) business days of receipt of the consideration provided for in paragraph 1, Claimant shall dismiss the Action in its entirety, with prejudice, each side bearing their own costs and fees.

3. Released Claims by Claimant. Claimant, on Claimant's own behalf and on the behalf of Claimant's descendants, dependents, heirs, executors, administrators, assigns, and successors, hereby irrevocably and unconditionally releases, acquits, and forever discharges and covenants not to sue the Respondents, and their present, former, or future directors, officers, shareholders, members, agents, employees, representatives, consultants, attorneys, parents, subsidiaries, related entities, employee benefit plans, insurance carriers, predecessors, successors, and assigns, in both their individual and representative capacities (collectively, the "Releasees"), with respect to any claim, right, demand, charge, complaint, action, cause of action, obligation, or liability of any and every kind based on any federal, state, or local law, statute, or regulation, which arose prior to the execution of this Agreement, including, but not limited to, any and all claims under the California Labor Code and its associated Regulations and Wage Orders, the Labor Code Private Attorneys General Act ("PAGA"), Sections 17200 et seq. of the California Business & Professions Code, the Fair Labor Standards Act, Section 1102.5 et seq. of the California Labor Code, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the California Family Rights Act, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, the Employee Retirement Income Security Act, including, but not limited to, claims for supplemental unemployment benefits, and the California Fair Employment and Housing Act, including retaliation and discrimination based on race, color, religious creed, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, or harassment, any and all claims of wrongful discharge, retaliation, emotional distress, defamation, misrepresentation, fraud, detrimental reliance, breach of contractual obligations, promissory estoppel, negligence, assault and battery, and violation of public policy, or any other improper or unlawful act or omission of the Releasees pertaining in any way to Claimant's employment with the Respondents or Claimant's work on behalf of or arising from Claimant's employment with the Respondents, its clients, or any of the Releasees (hereafter, the "Released Claims"). The only exceptions to the Released Claims are any claims that, as a matter of applicable law, are not waivable.

(a) Waiver of Unknown Claims. It is further understood and agreed by the Parties that as a condition of this Agreement, Claimant hereby expressly waives and relinquishes any and all claims, rights, or benefits that she may have to her claims under California Civil Code Section 1542, 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.

In connection with such waiver and relinquishment, Claimant hereby acknowledges that Claimant may hereafter discover claims or facts in addition to, or different from, those which Claimant now knows or believes to exist, but that Claimant expressly agrees to fully, finally, and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on Claimant's behalf against Releasees at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Claimant's employment with the Respondents or the cessation of that employment. The Parties further acknowledge, understand, and agree that this representation and commitment is essential to each party and that this Agreement would not have been entered into were it not for this representation and commitment.

(b) Claimant agrees and understands that, except as may be required by subpoena, court order, a written request from an administrative agency or the legislature, Claimant shall not, in any way, assist any individual or entity in commencing or prosecuting any action or proceeding, including, but not limited to, any administrative agency claims, charges, or complaints or any lawsuit against the Releasees. Absent legal compulsion, this Agreement bars Claimant from testifying, providing documents or information, advising, counseling, or providing any other form of assistance to any person or entity who wishes to make or who is making claims against the Releasees. Claimant understands and agrees that, notwithstanding any provisions and covenants in this Paragraph, nothing in this Agreement is intended to constitute an unlawful release or waiver of any of Claimant's rights under any laws and/or to prevent, impede, or interfere with Claimant's ability and/or right to provide truthful testimony if under subpoena to do so.

(c) Claimant agrees not to participate in any suit against Releasees based on or related to Claimant's employment with the Respondent. Claimant represents that if any agency or court assumes jurisdiction of any complaint, charge, or lawsuit against any of the Releasees, or certifies a class, collective, or representative action seeking relief on her behalf for any claims released by this Agreement, Claimant will request such agency or court not to pursue such claims or will opt out of any class, collective, or representative action and, in any case, agrees not to take any personal legal or equitable relief from any such complaint, charge, or lawsuit. If a court orders monies be paid to Claimant in connection with a class, collective or representative action (including a Private Attorneys General Act action), Claimant agrees that any award shall not be paid to her, but rather, shall be retained by the Releasees.

(d) Nothing in this Agreement shall prevent Claimant from filing a charge with the Equal Employment Opportunity Commission ("EEOC") (or similar state agency) or any other federal or state agency or participating in any investigation conducted by the EEOC (or other federal or state agency). Nothing in this Agreement prevents Claimant from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination, or any other conduct Claimant has reason to believe is unlawful.

4. Acknowledgment of Wages Paid and No Other Amounts Due. Claimant acknowledges that, except as expressly provided for in this Agreement, Claimant has been paid any and all undisputed wages, salary, bonuses, commissions, or other amounts due from Releasees, and that no other amounts are due to Claimant from Releasees. Claimant acknowledges and agrees that a good faith dispute exists regarding Claimant's claims. Claimant

understands that by signing this Agreement Claimant is waiving and releasing all claims, as well as Claimant's claim to any and all disputed wages.

5. No Pending Claims. Claimant represents and warrants that Claimant does not presently have on file any claims, charges, grievances, actions, appeals, or complaints against Releasees in or with any administrative, state, federal, or governmental entity, agency, board, or court, or before any other tribunal or arbitrator(s), public or private, based upon any actions occurring prior to the date of this Agreement.

6. No Admission of Liability. Claimant acknowledges that the Respondents deny any wrongdoing whatsoever in connection with Claimant and that the settlement made pursuant to this Agreement is made solely for the purpose of compromising disputed claims and avoiding the time, expense, and uncertainty of litigation. It is expressly understood and agreed that nothing contained in this Agreement shall constitute or be treated as an admission of any wrongdoing or liability on the part of the Respondents.

7. Confidentiality. Claimant agrees that Claimant shall not hereafter disclose to others, either directly, indirectly, or by implication, the facts giving rise to the claim in the Action, the fact or terms of this settlement, the amounts referred to in this Agreement (either by specific dollar amount, by number of "figures," or otherwise), or the fact of the payment of said amounts, except that Claimant may disclose such information as is necessary to Claimant's attorneys, accountants, or other professional advisors to effect the purposes for which Claimant has consulted such attorneys, accountants, or professional advisors, or where disclosure is required by law. If asked about resolution of this dispute, Claimant agrees to simply respond, "No comment," with no further indication, elaboration, explanation, gesture, expression, or discussion whatsoever. In the event that Claimant believes Claimant is legally obligated by statutory or regulatory requirements (including compulsory legal process) to make such disclosures, Claimant shall first notify the Respondents in writing immediately. If the Respondents takes any action to challenge such disclosure, Claimant shall defer making such disclosure until the Respondents' challenge is finally resolved, unless ordered by a court to give the information notwithstanding the Respondents' challenge. Claimant expressly acknowledges that the confidentiality provisions contained in this Paragraph are material terms of this Agreement and agrees that disclosure by Claimant of any information protected by this paragraph shall constitute and be treated as a material breach of this Agreement. The Parties agree that damages sustained by any breach of this paragraph would be impractical or extremely difficult to determine and, therefore, agree that in the event Claimant violates this paragraph, Claimant shall pay to the Respondents liquidated damages in the amount of Five Thousand Dollars ($5,000.00) for each violation. The Parties further agree that such damages are not, are not intended to be, and shall not be construed as a penalty.

8. Tax Treatment. Claimant acknowledges that Claimant has obtained no advice from the Releasees and that neither the Releasees nor their attorneys have made any representations regarding the tax consequences, if any, to Claimant regarding the payments provided for in this Agreement. Claimant understands that the taxability of the payments provided in Paragraph 1 shall be governed by applicable federal, state, and local tax laws and regulations, and that Claimant shall be solely responsible for any taxes, interest, and penalties that Claimant might owe with respect to such payments. Claimant further agrees that, in the event that Claimant fails to pay the taxes that are due as a result of the payments made by the

Respondents pursuant to this Agreement and any taxing authority looks to the Respondents or any related entity for satisfaction of any tax liability, penalties, fines, interest, or withholdings associated with the payments provided for in Paragraph 1, Claimant shall indemnify and hold harmless the Respondents for all taxes, penalties, interest, withholdings, amounts paid in settlement to any taxing authority, and expenses, including but not limited to, defense expenses and attorneys' fees, with regard to the payments. In the event that the Respondents' right to indemnification under this Paragraph is triggered, the Respondents shall have the right to defend itself, select its own counsel, decide to contest or settle any claims asserted, and direct its strategy and defense in relation to matters involving any taxing authority.

9. California Law Applies. This Agreement, in all respects, shall be interpreted, enforced, and governed by and under the laws of the State of California.

10. Attorney's Fees. The prevailing party in any action to enforce the terms of this Agreement shall be entitled to an award of reasonable attorney's fees.

11. Successors and Assigns. It is expressly understood and agreed by the Parties that this Agreement and all of its terms shall be binding upon each Parties' representatives, heirs, executors, administrators, successors, and assigns.

12. Drafting. The Parties agree that this Agreement has been mutually drafted by the Parties and therefore shall be construed without regard to the drafter of the same and shall be construed as though each party to this Agreement participated equally in the preparation and drafting of this Agreement.

13. Execution of Additional Documents. The Parties agree to execute such other, further and different documents as reasonably may be required to effectuate this Agreement.

14. Knowing and Voluntary Acknowledgment. Claimant specifically agrees and acknowledges that: (a) Claimant has read this Agreement in its entirety and understands all of its terms; (b) Claimant has been advised of and has consulted with an attorney prior to executing this Agreement; (c) Claimant has been given at least five (5) business days to consider the terms of this Agreement and consult with an attorney, although Claimant may sign it sooner if desired; (d) Claimant knowingly, freely and voluntarily assents to all of its terms and conditions including, without limitation, the waiver, release and covenants contained herein; (e) Claimant is executing this Agreement, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which Claimant is otherwise not entitled; (f) Claimant is not waiving or releasing rights or claims that may arise after Claimant's execution of this Agreement; and (g) Claimant understands that the waiver and release in this Agreement is being requested in connection with the cessation of Claimant's' employment with the Respondents.

15. Consideration Period. Claimant understands that Claimant has at least twenty-one (21) days from the date Claimant receives this Agreement and any attached information to consider the terms of this Agreement, including whether to sign this Agreement ("Consideration Period"). If Claimant chooses to sign this Agreement before the Consideration Period ends, Claimant represents that it is because Claimant freely chose to do so after carefully considering its terms. Claimant agrees with the Respondents that changes, whether material or immaterial, do

not toll or restart the running of the Consideration Period. Claimant agrees the Respondents have made no threats or promises to induce Claimant to sign earlier. Claimant acknowledges that this Agreement is a "negotiated" agreement as defined by California law (Government Code 12964.5(d)(2) defines "negotiated" to mean the Agreement is "voluntary, deliberate, and informed, provides consideration of value to the employee, and that the employee is given notice and an opportunity to retain an attorney or is represented by an attorney").

16. Revocation Period. Claimant shall have seven (7) calendar days from the date Claimant signs this Agreement to revoke this Agreement by delivering a written notice of revocation to the same person to whom Claimant returned this Agreement ("Revocation Period"). If the Revocation Period expires on a weekend or holiday, Claimant will have until the end of the next business day to revoke. This Agreement will become effective on the day after the end of the Revocation Period (Effective Date), provided Claimant does not revoke this Agreement.

17. Return of Signed Agreement. Claimant is required to return Claimant's signed Agreement and any written revocation notice to John McIntyre at jmcintyre@sheamcintyre.com

18. Non-Disparagement. Claimant agrees not to disparage the Respondents or any of its officers, directors, employees, shareholders, partners, affiliated entities, and agents, in any manner likely to be harmful to them or their business, business reputation or personal reputation. Nothing in this Agreement prevents Claimant from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct Claimant has reason to believe is unlawful.

19. Headings. The headings in each Paragraph herein are for convenience of reference only and shall be of no legal effect in the interpretation of the terms hereof.

20. Integration. This Agreement constitutes a single, integrated, written contract, expressing the entire agreement between the Parties. It supersedes all prior agreements between the Parties. The Parties represent and warrant that they are not relying on any promises or representations that do not appear written herein. The Parties further understand and agree that this Agreement can be amended or modified only by a written agreement, signed by all of the Parties hereto.

21. Severability. If any provision in this Agreement is found to be unenforceable, it shall not affect the enforceability of the remaining provisions and the court shall enforce the remaining provisions to the extent permitted by law.

22. Counterparts. This Agreement may be executed in separate counterparts and each such counterpart shall be deemed an original with the same effect as if all Parties had signed the same document. A facsimile signature shall have the same force and effect as an original.

23. Voluntary Agreement. Claimant understands and agrees that Claimant may be waiving significant legal rights by signing this Agreement and represents that Claimant has entered into this Agreement voluntarily.

24. Authority to Enter into Agreement. Each Party represents and warrants that, as of the date of the execution of this Agreement, she, he, or it has the right and authority to execute this Agreement, and she, he, or it has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims or demands relating to any right surrendered by virtue of this Agreement. Each of the Parties and her, his, or its signatory represents that the signatory is either a party or a business representative or assignee of and is fully authorized to execute this Agreement on behalf of, the party for whom he or she signs.

25. Except as otherwise expressly provided in this Agreement or prohibited by law, Claimant covenants and agrees Claimant shall not file, commence, prosecute, maintain, participate in, assist, or voluntarily aid in any lawsuit, administrative action, arbitration, claim, complaint, or other proceeding of any kind against Releasees arising out of, relating to, or based upon any claim, demand, right, liability, or cause of action released under this Agreement. Claimant further agrees that if Claimant breaches this covenant by asserting any released claim against any Releasee, such claim shall be dismissed with prejudice, and Claimant shall indemnify and hold Releasees harmless from any damages, costs, and expenses incurred as a result of such breach, including reasonable attorneys' fees and costs to the fullest extent permitted by California law.

26. Retention of Jurisdiction (CCP § 664.6). The parties agree that this Settlement Agreement is enforceable under California Code of Civil Procedure § 664.6, and request that the Court retain jurisdiction over the parties to enforce the terms of this Agreement until full performance of its terms. The parties further stipulate that this Agreement may be enforced by motion under CCP § 664.6, and that the Court shall retain jurisdiction to enter judgment pursuant to the terms herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Confidential Settlement Agreement and Release on the dates indicated below.

PLEASE READ THIS AGREEMENT CAREFULLY. IT INCLUDES A RELEASE OF KNOWN AND UNKNOWN CLAIMS.

Dated: 5/22/2026

Annekes "Annie" Herrera

Dated: 05 / 23 / 2026

Andrea Bow

Andrea Bow

Dated: 05 / 23 / 2026

Robert Bow

Dropbox Sign

Audit trail

Title	Settlement Agreement - Andrea and Rob Signatures
File name	final_version_Annie_signature.pdf
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VIEWED	**05 / 23 / 2026** 19:40:21 UTC	Viewed by Andrea Bow (andreabbow@gmail.com) IP: 67.169.166.3
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COMPLETED	**05 / 23 / 2026** 19:42:54 UTC	The document has been completed.