

CONFIDENTIAL RELEASE AND SETTLEMENT AGREEMENT

This Confidential Release and Settlement Agreement (“Agreement”) is mutually made and entered into between Francisco Ortiz (“Plaintiff”), on the one hand, and Southeast Security Service, Inc., a California Corporation, and Salvador Chavez, an individual (“Defendants”), on the other hand, (collectively, the “Parties”) to settle forever their claims. The Parties agree that:

WHEREAS, on July 11, 2023, Plaintiff commenced a civil Class action against the Defendants in the Superior Court of California, County of Los Angeles, Case number 23STCV16102 (“Civil Action”) alleging Failure to Provide Meal Periods and Rest Breaks in Timely Fashion, Failure to Provide Adequate Pay Stubs, Failure to Provide Timely Payment of Wages, Failure to Pay Minimum and Overtime Wages, Failure to Reimburse Business Expenses, Violation of California Business and Professions Code §17200, Failure to Produce Employment Records Upon Request, Failure to Produce Employment Records Upon Request, Cal. Labor Code §2698, et seq. PAGA civil penalties, and seeking general, special, and punitive damages, prejudgment interest, and attorneys’ fees and costs; and;

WHEREAS, Defendants deny any and all liability whatsoever;

WHEREAS, following extended negotiations, the parties have agreed to compromise and settle the Civil Action on an individual basis and the entire underlying dispute on a confidential basis and without any admission of liability by any party.

THEREFORE, the parties for the good and sufficient consideration as set forth below hereby agree as follows:

1. CONSIDERATION FOR AGREEMENT: Defendants Southeast Security Service, Inc. and Salvador Chavez agree to pay Plaintiff a total of \$22,500 as follows:
 - A. \$5,000 will be paid 30 days after the signing this Settlement Agreement by all parties.
 - B. \$5,000 will be paid within 60 days of the signing of this settlement agreement by all parties.
 - C. \$5,000 will be paid within 90 days of the signing of this settlement agreement by all parties,
 - D. \$5,000 will be paid within 120 days of the signing of this settlement agreement by all parties,
 - E. \$2,500 will be paid within 150 days of the signing of this settlement agreement by all parties,

Defendants shall make all checks payable to “Harris & Ruble Client Trust Account” and checks shall be delivered to Plaintiff’s counsel at Attn: Alan Harris, Harris & Ruble, 655 North Central

Ave., Glendale, CA 91203 or at such other address as to which Defense counsel may be notified on or before the due dates.

Defendants will issue an appropriate IRS Form 1099 to Plaintiff's counsel reflecting the amounts set forth above. Plaintiff's counsel will provide a W-9 to Defendant's counsel within 5 days of signing this Agreement.

In the event of any breach of this agreement, the prevailing party is entitled to reasonable costs and attorney's fees incurred in obtaining compliance with this agreement. Pursuant to California Code of Civil Procedure §664.6, both parties agree that the Court may retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement.

2. TAX CONSEQUENCES: It is further acknowledged and agreed between the Parties that this settlement agreement and release is in no respect contingent or dependent on the ultimate tax consequences of the settlement. The Defendants shall not be responsible or liable to Plaintiff in any respect whatsoever for the tax consequences or tax liabilities that may result from this settlement agreement and release. Plaintiff agrees to indemnify Defendant and hold Defendants harmless for any reasonable damages that arise out of Plaintiff's failure to pay taxes from the checks described in section 1 above. In addition, Plaintiff agrees to give Defendants prompt notice of any threatened action or potential liability.

3. CONFIDENTIALITY: Plaintiff and anyone acting on his behalf shall not copy or disclose this Agreement to anyone, and shall keep its existence and terms including but not limited to the fact and amount of payment made by the Defendants absolutely and forever confidential, except as follows: (i) Plaintiff may make such disclosures as are necessary to comply with a valid subpoena or court order, but only after giving the other party at least fifteen days advance written notice of the subpoena or court order before making any such disclosure; and (ii) Plaintiff may make such disclosures to their attorneys, accountants, tax advisors, immediate family, or spouse, at which time the individual receiving information about the terms of this Agreement shall be informed about the existence of this confidentiality provision and shall advise each recipient that the recipient will not make any improper use or disclosure contrary to this Agreement. If asked about this Agreement or any of the terms contained herein, Plaintiff shall provide no other statement than that "the matter has been resolved." Plaintiff acknowledges that this confidentiality provision was a material inducement for the Defendant to have entered in this Agreement since disclosure of the existence or terms of this Agreement will cause great prejudice to the Defendants in dealing with other past, present, and future employees. Accordingly, in the event of any breach of the provision of this paragraph, Plaintiff shall be liable to Defendant for liquidated damages in the amount of Two Thousand Dollars (\$2,000.00) per proven breach. Plaintiff acknowledges and agrees that said liquidated damages amount constitutes a reasonable estimate of the damages that would be caused to Defendant by any

proven breach of the provisions of this paragraph by Plaintiff. The terms of this confidentiality agreement is not violated by any filings required to obtain dismissal of the class and/or PAGA claims.

4. **MUTUAL NON-DISPARAGEMENT CONVENANT:** Plaintiff agrees that he will not, at any time in the future, in any way disparage Defendants Salvador Chavez and Southeast Security Service, Inc. or its current and former officers, directors and employees, verbally or in writing, or make any statements to the press or to third parties that may be derogatory or detrimental to Defendant's good name or business reputation. This includes any social media, Yelp or other website postings. Likewise, Salvador Chavez and the officers and directors of Defendant Southeast Security Service, Inc. will not, at any time in the future, make any derogatory or disparaging statements to any third parties about Plaintiff, verbally or in writing. If any inquiries are made as to Plaintiff's employment, Defendants agrees to provide only the Plaintiff's dates of employment, and job title.

5. **EMPLOYMENT STATUS:** Plaintiff acknowledges that his employment with the Defendants ended, and after the payment of the amounts set forth in this agreement he will have received all benefits and been paid all wages, vacation, reimbursements, and any other amounts due from his employment by the Defendants.

6. **DISMISSAL OF THE CIVIL ACTION:** Plaintiff shall within 10 days of written confirmation of receipt of the final payment dismiss his individual claims in full from the Civil Action with prejudice as to all defendants, and toward that end he and his counsel shall deliver to counsel a conformed copy of the dismissal filed with the court. Plaintiff and Defendant shall bear their own costs and attorneys' fees in the Civil Actions, and hereby waive any right to appeal or move for reconsideration in the Civil Actions.

7. **DISMISSAL OF CLASS AND REPRESENTATIVE CLAIMS.** The parties agree that this settlement includes a dismissal of all claims Plaintiff has alleged on behalf of a putative class, and Aggrieved Employees or claims under the Private Attorney General Act (PAGA), Labor Code §2699, et. seq. This settlement does not include any amounts for PAGA penalties, nor has Plaintiff, by virtue of this settlement, recovered on behalf of himself or any other person, any PAGA penalties, and the parties understand and agree that Labor Code §2699(i) is not implicated. The plaintiff is giving up all rights raised under PAGA, and the Class and PAGA claims shall be dismissed without prejudice as to all unnamed putative representative members in this action. The PAGA claims shall be dismissed with prejudice as to Plaintiff. Toward that end, Plaintiff and his counsel shall file Requests for Dismissal of the class and PAGA claims, including any declarations that may be required by the court, and the Defendants and Defendants' counsel will agree to cooperate to ensure that a dismissal is obtained. Plaintiff's counsel shall also deliver to Defendants' counsel a conformed copy of the dismissals filed with the court.

8. GENERAL RELEASE: In consideration for this Agreement and for other valuable consideration, Plaintiff hereby fully and forever release and discharges Defendants, including any parent, subsidiary, and affiliated companies, and respective past, present, and future officers, directors, shareholders, employees, attorneys, accountants, insurers, consultants, administrators, agents, successors, and assigns from any and all claims, demands, complaints, charges, causes of actions, contracts, promises, rights, or liabilities ("Released Claims"), that the Plaintiff or any spouse, dependent, or other person acting on his/her behalf now holds, or has held, or may hereafter hold, whether known or unknown, including but not limited to those relating to Plaintiff's employment, compensation, or termination by the Defendant or arising under any California, municipal or Federal statute, ordinance, regulation, order or common law such as Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000(a), et seq.; the Civil Rights Act of 1966, as amended 42 U.S.C. §1981, et seq.; the Americans with Disabilities Act, 42 U.S.C. §12101 et seq.; the California Fair Employment and Housing Act, as amended, California Government Code §12900 et seq.; the Unruh Civil Rights Act, as amended, California Civil Code §51, et seq.; all provisions of the California Labor Code; the Employee Retirement Income Security Act, 29 U.S.C. §1001, et seq.; and any action based on contract, quasi-contract, implied contract, wrongful or constructive discharge, breach of the covenant of good faith and fair dealing, libel, slander, assault, battery, invasion of privacy, negligent or intentional infliction of emotional distress, discrimination on any basis prohibited by statute, ordinance, or public policy, negligence, interference with business opportunity or with contracts, or unfair insurance practices, and any other cause of action whatsoever which arose on or before the date of the complete execution of this Agreement.

9. WAIVER OF CIVIL CODE §1542: The parties specifically intend that the release contained in this Agreement shall bar all Released Claims, including those which are currently unknown to them. Plaintiff understands and accept the risk that he may later discover a claim encompassed by the Release in this Agreement which he did not know or suspect to exist, or which he could not have known or suspected to exist. Plaintiff hereby specifically waives the protection of Civil Code section 1542 which reads 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."

10. NO ADMISSION OF LIABILITY: This Agreement embodies a mutual compromise that the parties have entered into for the purpose of achieving peace and avoiding the risk and expense of litigation. Nothing in this Agreement shall be construed or offered as evidence of liability or wrongdoing by either party, and each party hereby denies having engaged in any wrongdoing or incurred any liability to the other party, as alleged in the Civil Action or otherwise.

11. NO OTHER CLAIMS FILED OR PENDING: Plaintiff further affirms that he has not filed, caused to be filed, or is presently a party to or assigned any claim, charge, complaint of action against any of the Releasees in any forum or form.

12. VOLUNTARY AGREEMENT AND REPRESENTATION BY COUNSEL: Plaintiff represents that he is of sound mind and not acting under duress or undue influence, and that he has read and understood every word of this Agreement. Plaintiff further represents that he has entered into this Agreement freely and voluntarily, with a full understanding of its force and effect including the general release of claims in this Agreement. Plaintiff further acknowledges that he has been represented by able counsel throughout this dispute and in negotiations for this Agreement, and that he has discussed the benefits and terms of this Agreement with his counsel.

13. SEVERABLE PROVISIONS: The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable.

14. ATTORNEY'S FEES: All parties shall bear their own attorney fees and costs with respect to the litigation and reaching this agreement. If any legal action is necessary to enforce or interpret this Agreement, the prevailing party shall recover all costs and attorneys' fees incurred in such enforcement.

15. SUCCESSORS: The terms of this Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.

16. COUNTERPARTS: This Agreement and any amendment or supplement hereto may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures by facsimile, photocopy, Docusign, pdf and/or e-mail delivery shall constitute original signatures for all purposes.

17. AMENDMENTS: This Agreement can be modified or amended only in writing signed by all parties.

18. GOVERNING LAW: This Agreement shall be interpreted under the laws of the State of California.

19. LANGUAGE: The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party hereto.

20. CONSTRUCTION: The agreement shall be construed as if all parties jointly prepared it, and any uncertainty or ambiguity shall not be interpreted against any one party. The parties agree that all parties (or their counsel) were involved in the preparation and drafting of this agreement. The parties each waive and relinquish in connection with this agreement any and

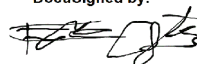
all rights or claims pursuant to California Civil Code Section 1654, and the parties each agree that such law shall not be asserted in this or any subsequent proceedings among the parties.

21. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior agreement, negotiations and other dealings between the parties.

THE PARTIES HAVE READ AND FULLY CONSIDERED THIS AGREEMENT AND GENERAL RELEASE AND ARE MUTUALLY DESIROUS OF ENTERING INTO SUCH AGREEMENT AND GENERAL RELEASE TO SETTLE AND RELEASE ALL CLAIMS EACH HAS OR MIGHT HAVE AGAINST THE OTHER PARTY.

PLAINTIFF

Dated: 5/22/2024

DocuSigned by:

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Francisco Ortiz

DEFENDANTS

Dated: _____

Southeast Security Service, Inc.,
By: Salvador Chavez, President

Dated: _____

Salvador Chavez

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PLAINTIFF

Dated: _____

Francisco Ortiz

DEFENDANTS

Dated: 6/5/2024

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Salvador Chavez
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Southeast Security Service, Inc.,
By: Salvador Chavez, President

Dated: 6/5/2024

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Salvador Chavez