

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the “Agreement”) is made and entered into by and between the undersigned parties (“the Parties”), EDDIE MARTINEZ (“Plaintiff”), on the one hand, and STEPT, LLC, ALEX MARTINI and NICHOLAS MARTINI (collectively, “Defendants”), on the other hand.

RECITALS

A. Plaintiff alleges that he was employed by Defendants on a commercial on or about February 8, 2023 (the “Employment”), and a dispute has arisen regarding Plaintiff’s Employment.

B. On February 9, 2026, Plaintiff gave written notice to the California Labor and Workforce Development Agency of his intent to file a lawsuit on behalf of himself and all similarly aggrieved employees against Defendants to allege penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA notice”), in Case # LWDA-CM-1156318-26. On February 9, 2026, Plaintiff filed a Class Action and Private Attorney General Act complaint (“Class Action/PAGA complaint”) against Defendants in the Los Angeles Superior Court (“LASC”), Case No. 26STCV04287, alleging claims, among others, for unpaid wages and penalties under California Labor Code Sections 203, 226, 510, 2802, 1194, 1198.5, 226.7, 512, and 2698 *et seq.*, and other wage and hour causes of action under PAGA. The Class Action/PAGA complaint and PAGA notice are collectively referred to as the “Action.”

C. Defendants deny the allegations in the Action in their entirety and do not admit any liability to Plaintiff or any other allegedly aggrieved employees. Nevertheless they would like to settle the Action. Plaintiff would like to settle the Action to resolve the uncertainty of litigation.

D. The Parties have fully and finally agreed to settle all claims Plaintiff has, may have or might have against Defendants, including, but not limited to, those claims asserted in the Action. Defendants agree to pay a Total Settlement Amount (“TSA”) of twenty-one thousand, six hundred twenty-five and no cents (\$21,625.00). This Agreement memorializes that settlement.

NOW, THEREFORE, in consideration of the terms, conditions, and promises set forth herein, it is agreed as follows:

1. **No Concession of Liability.** All Parties acknowledge that the execution of this Agreement and the payment of consideration shall not be construed in any way as an admission of wrongdoing or liability on the part of Defendants. Plaintiff further acknowledges that Defendants explicitly deny all allegations of wrongdoing alleged in the Action. Defendants intend, by this Agreement, merely to avoid the expense, delay, uncertainty, and burden of litigation.

2. **Consideration by Defendants.** In consideration for promises made by Plaintiff herein, Defendants agree to pay a gross sum of twenty-one thousand, six hundred twenty-five and no cents (\$21,625.00) to the “Harris and Ruble Client Trust Account” [Taxpayer ID# 36-

3692728]. An IRS Form 1099 shall be issued to the “Harris and Ruble Client Trust Account” in connection with the TSA. Plaintiff’s counsel shall be solely responsible for distributing funds to Plaintiff pursuant to the allocations in this Agreement.

3. **Responsibility for Tax Obligations.** Plaintiff understands and agrees that he is solely responsible for all tax obligations, including all reporting and payment obligations that may arise as a consequence of this Agreement. Plaintiff agrees to indemnify and hold harmless Defendants and any person or entity affiliated with Defendants from any tax liability or penalties that may arise from this payment. Plaintiff further acknowledges that neither Defendants nor any of their representatives or attorneys, have made any promise, representation or warranty, express or implied, regarding the tax consequences of any consideration paid to Plaintiff pursuant to this Agreement. Plaintiff further acknowledges that Defendants have no obligation to indemnify or defend them in any tax proceedings or from any tax consequences that could result from payments made in accordance with this Agreement.

4. **Entire Compensation.** Plaintiff agrees that the TSA shall constitute the entire consideration due and is in full and complete satisfaction of any and all claims, demands and/or causes of action he has or may have against Defendants and Releasees, as defined below in Paragraph 6, and that Plaintiff will not seek any further compensation for any other claimed damages, costs, or additional attorneys’ fees in connection with the matters encompassed in this Agreement from any Defendant or Releasee. Plaintiff acknowledges and agrees that he would not be entitled to receive the Settlement if he did not make the promises in this Agreement.

5. **Timing of Payment.** In consideration for Plaintiff entering into a general release of any and all claims as addressed in Paragraphs 6 and 7 of this Agreement, Defendants agree to remit the TSA to the “Harris and Ruble Client Trust Account” within fifteen (15) business days of the “Effective Date” of this Agreement, as defined in Paragraph 9.

6. **Complete General Release.** In consideration for the promises set forth in this Agreement, Plaintiff hereby fully and finally releases Defendants, and each of their subsidiaries, parent companies, related companies, partners, officers, directors, managers, and attorneys, past or present, heirs, administrators, executors, agents and assigns (collectively, the “Releasees”), from any and all claims of whatever character, in law or in equity, arising from the Action and Plaintiff’s Employment with Defendants, including, but not limited to, the termination of Plaintiff’s Employment with Defendants. Notwithstanding this general release of claims, nothing in this Agreement is intended to operate as, nor shall be construed as, a release or waiver of any rights and/or claims that cannot be released or waived as a matter of law. The claims released by Plaintiff include, but are not limited to, claims for breach of any implied or express contract or covenant; claims for promissory estoppel; claims of entitlement to any pay; claims for defamation, invasion of privacy, fraud, misrepresentation, emotional distress; claims for discrimination, retaliation or harassment; or other common law, contract or tort claims; claims for professional negligence or malpractice; claims based upon the California or U.S. Constitution; claims under the Age Discrimination and Employment Act of 1967 and the Older Workers Benefit Protection Act; and claims for unfair competition.

7. **General Release of Unknown Claims.** For the purpose of implementing a full and complete release, Plaintiff expressly acknowledges that the release he gives in this Agreement is intended to include in its effect, without limitation, claims that he did not know or suspect to exist at the time of execution hereof, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter, and that the consideration given under this Agreement is also for the release of those claims and contemplates the extinguishment of any such unknown claims. In furtherance of this settlement, Plaintiff waives any rights he may have under California Civil Code Section 1542 (and other similar statutes and regulations). Section 1542 states:

“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.”

8. **Covenant Not to Sue.** Except as may be necessary to enforce this Agreement, and to the fullest extent permitted by law, Plaintiff agrees not to permit, authorize, initiate, encourage, support, join or continue any lawsuit, administrative charges or complaints arbitrations or proceedings (collectively, Proceedings) against Defendants or any of the Releasees, based in whole or in part on any claim covered by this Agreement.

9. **Effective Date.** The terms of the Agreement will become effective on the date Plaintiff supplies Defendant with a signed copy of this Settlement Agreement (the “Effective Date”).

10. **Dismissal of Action.** Immediately upon execution hereof, Plaintiff will dismiss the Action with prejudice.

11. **Successors.** This Agreement shall be binding upon the Parties, and their heirs, representatives, executors, administrators, successors, insurers, and assigns, and shall inure to the benefit of each and all of the Releasees, and to their heirs, representatives, executors, administrators, successors, and assignees.

12. **Admissibility of Agreement.** The Parties agree and stipulate that this Agreement is admissible only for the purposes of proving and/or enforcing the terms of the Parties’ Agreement, as set forth herein.

13. **Attorneys’ Fees and Costs.** The Parties agree that, except as necessary to enforce this Agreement, they shall bear their own respective costs and fees, including but not limited to attorneys’ fees, in connection with the Action, and the negotiation and execution of this Agreement. If any action is necessary to enforce this agreement, the prevailing party shall be entitled to recover its reasonable attorneys fees and costs.

14. **Agreement is Voluntary.** The Parties understand and agree that Plaintiff:

- (a) Has had a sufficient and reasonable amount of time within which to consider the settlement terms memorialized in this Agreement before agreeing to them.
- (b) Has carefully read and fully understands all of the provisions of this Agreement.
- (c) Is, through this Agreement, releasing any and all claims he may have against Defendants and/or any Releasee.
- (d) Knowingly and voluntarily agrees to all of the terms set forth in this Agreement.
- (e) Knowingly and voluntarily intends to be legally bound by the same.
- (f) Consulted with and was represented by an attorney prior to agreeing to the terms of and executing this Agreement.

15. **Interpretation and Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California applicable to contracts made and to be performed entirely within such State.

16. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements and understandings between the Parties pertaining to the subject matter of this Agreement. The Parties agree that no change to or modification of this Settlement Agreement shall be valid or binding unless it is in writing and signed by Plaintiff and a duly authorized officer of Defendants.

17. **Construing Provisions.** The language of all parts in this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either Party. Should any provision in this Agreement be declared or determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected, and the illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement, and all remaining provisions shall remain valid and enforceable. Plaintiff further agrees that in the event any provision of this Agreement is held to be illegal or unenforceable, Plaintiff will fully cooperate with Defendants to effectuate its purpose to conform the provision(s) to law.

18. **Jointly Drafted.** This Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed for or against any Party, since all Parties have participated in the negotiations and drafting of this Agreement.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Furthermore, signatures delivered via email transmission shall have the same force, validity and effect as the originals.

20. **Confidentiality.** Plaintiff agrees that, except with Defendants' express written permission, Plaintiff and his Agents shall keep confidential and will not disclose to anyone (including, but not limited to, any past, present or prospective employee of, or applicant for, employment with Defendant) any and all information concerning: the terms of or existence of this Agreement; or the settlement of Plaintiff's Claims. Notwithstanding the foregoing, nothing shall prevent Plaintiff from making any disclosure of information as required or permitted by law, Court or tribunal or from disclosing any of the information described in this Agreement to

Plaintiff's legal and financial advisors, spouse, or registered domestic partner, who shall also be advised of this confidentiality provision and who shall agree to abide by it.

21. Representative PAGA Claim. Plaintiff unconditionally covenants not to continue his claim for Private Attorneys' General Act Violations as alleged in this Action in any proceeding, lawsuit, action, grievance, complaint or request for relief. Plaintiff also unconditionally covenants not to continue the Action for civil penalties under PAGA against Defendants or any of the Defendant Releasees. Further, notwithstanding the decision in *Kim v. Reins International California, Inc.*, 9 Cal. 5th 73 (2020), Plaintiff acknowledges and agrees that he will take no further action to pursue, file, or assist in any PAGA claim and Plaintiff agrees that he will take no further action in connection with the PAGA notice he sent to the LWDA. Plaintiff further agree that he will not aid or participate in, benefit from or encourage the prosecution of or filing of any PAGA complaint against Defendants related to his Employment, including any aspect of his Employment such as, by way of example, the termination of his Employment. Plaintiff also disclaims any further right to act as a Private Attorney General under PAGA against the Defendant Releasees in this Action.

22. Release by Plaintiff of Age Discrimination in Employment Act Claims. Plaintiff agrees and expressly acknowledges that this Agreement includes a waiver and dismissal and release of all claims that Plaintiff have or may have under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Sections 621, *et seq.* ("ADEA"). The following terms and conditions apply and are part of the waiver and release of ADEA claims under this Agreement: The waiver and release of claims under the ADEA contained in this Agreement do not cover rights or claims that may arise after the date on which Plaintiff signs this Agreement. Plaintiff is advised to consult an attorney before signing this Agreement. Plaintiff is granted twenty-one (21) days after he is presented with this Agreement to decide whether or not to sign this Agreement. Plaintiff will have the right to revoke the waiver and release of claims under the ADEA within seven (7) days of signing this Agreement, and this Agreement shall not become effective or enforceable until the eighth (8th) day after Plaintiff signs the Agreement. Revocation can be made only by written notice of revocation to Karen A. Rooney, KAUFF MCGUIRE & MARGOLIS LLP, 1901 Avenue of the Stars, Suite 200, Los Angeles, California 90067. Plaintiff hereby acknowledges and agrees that he is knowingly and voluntarily waiving and releasing his rights and claims only in exchange for consideration in addition to anything of value to which his is already entitled.

Plaintiff

Date: 7/13/2026

DocuSigned by:

 EDDIE MARTINEZ

Defendant

Date: _____

STEPT, LLC

Defendant

Date: _____

NICHOLAS MARTINI

Defendant

Date: _____

ALEX MARTINI