

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**

This Confidential Settlement Agreement and General Release of all Claims (the “Settlement Agreement”) is entered into by and between PARHAM BARGHCHI (“Plaintiff”), on the one hand, and Defendant GOOD LIVING SERVICES, INC., on the other hand (collectively, “Defendant”). The term “Party” or “Parties” as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

RECITALS

WHEREAS, Plaintiff is a former employee of Defendant and was employed from approximately November 2, 2022 to July 31, 2023;

WHEREAS, a dispute has arisen between Plaintiff and Defendant arising out of Plaintiff’s employment with Defendant and the cessation thereof;

WHEREAS, on December 29, 2023, Plaintiff submitted a letter to the Labor Workforce Development Agency (“LWDA”) alleging purported Labor Code Violations by Defendant that ostensibly occurred during Plaintiff’s employment, LWDA-CM-1002229-23 (“LWDA Letter”);

WHEREAS, on March 11, 2024, Plaintiff through his counsel of record filed a representative action complaint under the Private Attorneys General Act (“PAGA”) in the Superior Court of the State of California, for the County of San Francisco, styled *Parham Barghchi v. Good Living Services, Inc. et al.*, Case No. CGC-24-613022, alleging violations under California Labor Code section 2698, *et seq.* for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Rest Periods; (4) Failure to Provide Meal Periods; (5) Failure to Pay Wages When Due; (6) Failure to Provide Accurate, Itemized Wage Statements; (7) Failure to Reimburse Business Expenses; (8) Failure to Pay Wages Upon Termination; and (8) For Recovery of Civil Penalties Under the PAGA (the “Action”);

WHEREAS, Defendant denies and disputes all the alleged claims and allegations in the Action or those that could have been asserted by Plaintiff as a result of Plaintiff’s employment, the separation of his employment, and/or any relationship between Plaintiff and Defendant;

WHEREAS, to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve all individual claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against the Releasees (as defined in Paragraph 6 below) as of the date of execution of this Settlement Agreement. No Party will claim to be the prevailing party in the Action; and

WHEREAS, the Parties have settled, fully and finally, all individual claims they may have between them up to and including the date of execution of this Agreement. This Agreement memorializes that settlement.

AGREEMENT

NOW THEREFORE, in consideration of and exchange for the promises, covenants, and releases contained in this Settlement Agreement and the other valuable consideration described herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties mutually agree as follows:

1. **Effective Date of Settlement Agreement.** This Settlement Agreement shall become effective upon the last of the following events occurring: (1) Plaintiff’s execution of the Settlement Agreement; (2) completed IRS Form W-4 for Plaintiff and W-9 for both Plaintiff and Plaintiff’s Counsel being provided to Counsel for Defendant; (3) an executed Request for Dismissal of Plaintiff’s individual claims alleged in the

Action, with prejudice; and (4) a signed Court order approving the Parties' Agreement to Dismiss the PAGA claims in the Action, without prejudice ("Effective Date").

2. **No Admission of Liability.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by Defendant or the Releasees (as defined in Paragraph 6 below) of wrongdoing or evidence of any liability or unlawful conduct of any kind. This Settlement Agreement and compliance with it shall not be construed as an admission by Defendant of any liability whatsoever or as an admission by Defendant of any wrongdoing including any violation of Plaintiff's rights under any common law, statute, or contract. Defendant specifically disclaims any wrongdoing and disclaims any liability to Plaintiff for any violation of her rights, including any violation of common law, statute, or contract. Neither this Settlement Agreement nor anything in this Settlement Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Defendant, except as to those provisions as described in Paragraph 24 below.

3. **Settlement Payment.** The Parties acknowledge that there is a good faith dispute regarding Plaintiff's allegations and that the consideration set forth below includes a good faith, reasonable compromise, and settlement regarding such claims. In consideration for signing this Settlement Agreement and complying with its terms, Plaintiff will be paid the total gross sum of Fifty Thousand Dollars and Zero Cents (\$50,000.00) (the "Settlement Payment") in full compromise and settlement of all individual claims released herein by Plaintiff. The Settlement Payment shall be paid on behalf of Defendant in accordance with the following Payment Schedule:

No.	Amount	Payment Due ¹	Term	Balance
1	\$5,000.00	February 10, 2025	By a check in the sum of Five Thousand Dollars and Zero Cents (\$5,000.00), made payable to "Parham Barghchi" as payment for wages, less applicable withholdings and deductions, to be reported on an IRS Form W-2.	\$45,000.00
2	\$6,297.04	March 3, 2025	By a check in the sum of Six Thousand Two Hundred Ninety-Seven Dollars and Four Cents (\$6,297.04), made payable to the "Emran Law Firm" for Plaintiff's non-wage damages, attorneys' fees and costs, to be reported on an IRS Form 1099.	\$38,702.96
3	\$7,000.00	March 10, 2025	By a check in the sum of Seven Thousand Dollars and Zero Cents (\$7,000.00), made payable to the "Emran Law Firm" for Plaintiff's non-wage damages, attorneys' fees and costs, to be reported on an IRS Form 1099.	\$31,702.96
4	\$7,000.00	March 17, 2025	By a check in the sum of Seven Thousand Dollars and Zero Cents (\$7,000.00), made payable to the "Emran Law Firm" for Plaintiff's non-wage damages, attorneys' fees and costs, to be reported on an IRS Form 1099.	\$24,702.96

¹ Each of the installment payments shall be due either on the date listed below, or the Effective Date of this Agreement, as set forth in Paragraph 1, whichever is later.

No.	Amount	Payment Due ¹	Term	Balance
5	\$7,000.00	March 24, 2025	By a check in the sum of Seven Thousand Dollars and Zero Cents (\$7,000.00), made payable to the “Emran Law Firm” for Plaintiff’s non-wage damages, attorneys’ fees and costs, to be reported on an IRS Form 1099.	\$17,702.96
6	\$7,000.00	March 31, 2025	By a check in the sum of Seven Thousand Dollars and Zero Cents (\$7,000.00), made payable to the “Emran Law Firm” for Plaintiff’s non-wage damages, attorneys’ fees and costs, to be reported on an IRS Form 1099.	\$10,702.96
7	\$7,000.00	April 7, 2025	By a check in the sum of Seven Thousand Dollars and Zero Cents (\$7,000.00), made payable to the “Emran Law Firm” for Plaintiff’s non-wage damages, attorneys’ fees and costs, to be reported on an IRS Form 1099.	\$3,702.96
8	\$3,702.96	April 14, 2025	By a check in the sum of Three Thousand Seven Hundred and Two Dollars and Ninety-Six Cents (\$3,702.96), made payable to the “Emran Law Firm” for Plaintiff’s non-wage damages, attorneys’ fees and costs, to be reported on an IRS Form 1099.	\$0.00

Each check comprising of the “Settlement Payment” shall be sent to counsel for Plaintiff at Emran Law Firm Attn: Kaitlin Martinez, 415 Mission Street, 37th Floor, San Francisco, California 94105 via Federal Express. Upon delivery of the Settlement Payment, Defendant will have fully met its obligations under this Agreement and will not be liable in any manner for the distribution, division, or payment of any portion of the Settlement Payment. By execution of this Agreement, Plaintiff authorizes payment to be made as set forth in this paragraph.

4. **No Consideration Absent Execution of this Settlement Agreement.** Plaintiff understands and agrees that Plaintiff would not receive the consideration specified in Paragraph 3 above, except for Plaintiff’s execution of this Settlement Agreement and the fulfillment of the promises contained therein.

5. **No Representations Regarding Taxability.** IRS Form 1099s and a Form W-2 will be issued to Plaintiff and his Counsel to reflect the portion of the Settlement Payment, as reflected in paragraph 3. Should it be determined by an authorized authority that the portion of the Settlement Payment issued under IRS Form 1099 should be treated as taxable income, Plaintiff understands and agrees that he shall be responsible for any employee-related reporting and payment of any taxes or other charges, including state, local and/or federal income tax, on any of the amounts paid to him hereunder. Should it be determined by an authorized authority that the portion of the Settlement Payment issued under IRS Form 1099 should be treated as taxable income, the Releasee’s share of payroll taxes shall remain the sole responsibility and liability of Releasees. Plaintiff acknowledges and agrees that Releasees, as defined in Paragraph 6 below, have not warranted or represented how the U.S. Internal Revenue Service or other governmental taxing authorities will treat the Settlement Payment for tax purposes, and agrees that no further payment of money to Plaintiff from Defendant and/or the Releasees will be due in the event that the payment or the release of claims embodied in this Settlement Agreement, or any portion thereof, is found by a government taxing authority to be, or to result in, additional taxable income to Plaintiff.

6. **General Release by Plaintiff.** Plaintiff, for himself and for his heirs, executors, administrators, successors and assigns, hereby releases, acquits and forever discharges Respondents, and their respective parents, subsidiaries, related entities and affiliates, officers, directors, specifically including GOOD LIVING MGMT II, INC. dba Urbana Mission, a California corporation, UGSF, INC., dba Urbana Geary, a California corporation, MARTY HIGGINS, an individual, STEPHEN SUKMAN, an individual, shareholders, persons, employees, agents, servants, representatives, members, attorneys, insurers, re-insurers, assigns, and all other entities with whom Respondents have been, are now, or may hereafter be affiliated with, and each of their respective parents, subsidiaries and related entities, officers, directors, shareholders, persons, employees, agents, servants, representatives, members, attorneys, insurers, re-insurers, assigns, and all other entities with whom it has been, is now, or may hereafter be affiliated with (collectively "Releasees" or individually as a "Releasee"), from any and all claims, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, demands, attorneys' fees, losses and expenses, known or unknown, suspected or unsuspected, filed or unfiled, including but not limited to the Action and other legal actions that he may have or have had arising out of any known or unknown fact, condition or incident occurring prior to the date of Plaintiff's execution of this Agreement, arising out of or in connection with any claims, demand, charges, or complaints, arising from his employment with Defendant, the cessation thereof, or any other interaction or relations with Releasees, including but not limited to the Action.

This release includes, without limiting the generality of the foregoing: any and all claims, demands, causes of actions, obligations, charges, liabilities, attorneys' fees, costs, actual, compensatory and punitive damages, and all claims for any other type of relief relating to, arising out of, or based upon: all claims of harassment, discrimination, and/or retaliation in violation of State or Federal law; all claims for failure to accommodate and/or failure to engage in the interactive process; violations, interference with and/or retaliation for requesting and taking a leave of absence under state or Federal law; all claims of violation of public policy, including a claim for wrongful and/or constructive termination of employment; all claims for fraud or misrepresentation; all claims based on tort and/or breach of contract, whether written or oral, express or implied, and any covenant of good faith and fair dealing; all claims for unpaid wages, commissions, or other benefits, including minimum wage, regular, overtime, double time, vacation, associated penalties and/or premiums, and expense reimbursement; all claims for rest or meal periods and associated penalties and/or premiums; all claims for stock options; all claims for inaccurate wage statements; all claims for the alleged failure to pay all wages at separation; all claims for failure to timely provide documents for review and/or inspection; any claim for unlawful or unfair business practices; all claims for emotional distress; and any and all claims generally relating to Plaintiff's employment with Defendant and the cessation thereof, including any alleged violation of any federal, state or other governmental statute, regulation, ordinance, or executive order, including without limitation:

- (1) The Civil Rights Acts of 1866, 1964, and 1991, as amended;
- (2) 42 U.S.C. § 1981;
- (3) The California Fair Employment and Housing Act;
- (4) Section 503 of the Rehabilitation Act of 1973;
- (5) The Fair Labor Standards Act (including the Equal Pay Act);
- (6) The California and United States Constitutions;
- (7) The California Labor Code, specifically including, but not limited to the PAGA pursuant to *Labor Code* § 2699, *et seq.*;
- (8) The California Business & Professions Code;
- (9) The Employee Retirement Income Security Act, as amended;
- (10) The Americans with Disabilities Act;
- (11) The Family Medical Leave Act;
- (12) The California Family Rights Act;
- (13) The California Pregnancy Discrimination Act;
- (14) The California Wage Orders;
- (15) The National Labor Relations Act;

- (16) The Immigration Reform and Control Act;
- (17) The California Occupational Safety and Health Act, or the Federal equivalent;
- (18) The Worker Adjustment and Retraining Notification Act;
- (19) The Families First Coronavirus Response Act; and
- (20) The California Whistleblower Protection Act.

This release in all respects has been voluntarily and knowingly executed with the express intention of effecting the legal consequences provided in the California Civil Code section 1541, that is, the extinguishment of obligations herein designated. Notwithstanding the foregoing, this Agreement shall not affect any claims that cannot be waived as a matter of law. This Agreement shall also not affect Plaintiff's right to workers' compensation benefits for claims that have already been filed, if any.

By executing this Agreement, Plaintiff represents, warrants, and confirms that he is not an aggrieved employee for purposes of acting as a Private Attorney General under the PAGA, and specifically that he did not suffer any violation that would form the basis to pursue a claim/penalty under the PAGA. Moreover, Plaintiff disclaims any right to act as a Private Attorney General under the PAGA or to participate or recover any amount in any PAGA claim brought by any other party against the Releasees. Accordingly, Plaintiff covenants that he cannot and will not pursue a representative PAGA claim against the Releasees.

7. **Waiver of California Civil Code section 1542.** To effectuate a full and complete general release as described above, Plaintiff expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states 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.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Releasees, Plaintiff expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants that he has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Settlement Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that he later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

8. **Acknowledgements and Affirmations.**

a. Aside from the LWDA Letter and the Action, Plaintiff affirms that he has not filed or caused to be filed any claim, complaint, or action, against any of the Releasees in any forum or form, and that

Plaintiff presently is not a party to any claim, complaint, or action against any of the Releasees in any forum or form.

b. By execution of this Settlement Agreement, Plaintiff further agrees to execute a Joint Stipulation and Agreement to dismiss PAGA Claims in the Action, *without prejudice*, and dismiss Plaintiff's individual claims in the Action, *with prejudice*, within five calendar days of the full execution by the Parties of the Settlement Agreement. Plaintiff agrees to take all steps reasonably necessary to fulfill his obligations under this Paragraph.

c. Plaintiff agrees and acknowledges that the Settlement Payment is not required by Defendant's policies and procedures or otherwise. Plaintiff further affirms that he has reported all hours worked for Defendant and Releasees as of the date Plaintiff signs this Settlement Agreement. Plaintiff further agrees and acknowledges that as of the date that Plaintiff signs this Settlement Agreement, he has timely been paid or has received all wages and other compensation or remuneration of any kind due or owed from Defendant and Releasees, including but not limited to all wages, penalties, commissions, bonuses, advances, vacation pay, benefits, and any other incentive-based compensation as well as all non-economic and non-compensatory damages to which Plaintiff is or may become entitled or eligible related to his employment with Defendant and Releasees, and that no other leave (paid or unpaid), compensation, wages, bonuses, commissions or benefits are due to Plaintiff once Plaintiff receives the Settlement Payment set forth in Paragraph 3, above.

d. Plaintiff also affirms that he has no known workplace injuries or occupational diseases related to or arising from his employment with Defendant or Releasees and that Plaintiff has been granted or has not been denied any leave to which Plaintiff was entitled under the Family and Medical Leave Act or under the California Family Rights Act or disability accommodation laws. Plaintiff further represents that he has not suffered any on-the-job injury while employed by Defendant for which he has not already filed a workers' compensation claim.

e. Plaintiff further affirms that he has not been retaliated against for reporting any allegations of wrongdoing by Defendant or any of their officers, directors, or employees including, but not limited to, allegations of corporate fraud.

f. The Parties acknowledge that this Settlement Agreement does not limit any Party's right, where applicable, to file or participate in any investigative proceeding of any federal, state or local government agency. To the extent permitted by law, Plaintiff agrees that if such an administrative charge is made, Plaintiff shall not be entitled to recover any individual monetary relief or other individual remedies. Plaintiff acknowledges and agrees to waive his right to recover monetary damages in any charge, complaint, or lawsuit filed by Plaintiff or by anyone else on Plaintiff's behalf against Defendant and/or the Releasees.

g. Plaintiff affirms that as of the date he signs this Settlement Agreement, she is not Medicare eligible (*i.e.*, is not 65 years of age or older; is not suffering from end-stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, etc.). Nonetheless, if the Centers for Medicare & Medicaid Services (the "CMS") (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in the payment to Plaintiff under this Settlement Agreement, Plaintiff agrees to indemnify, defend, and hold Defendant and Releasees harmless from any action by the CMS relating to medical expenses of Plaintiff. Plaintiff agrees to reasonably cooperate with Defendant upon request with respect to any claim the CMS may make and for which Plaintiff is required to indemnify Defendant under this Paragraph. Further, Plaintiff agrees to waive any and all future actions against Defendant for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

9. **Attorneys' Fees and Costs.** Except as set forth in Paragraph 3 of this Agreement, the Parties

agree that they will bear their own attorneys' fees and costs incurred in connection with this matter. Emran Law Firm waives any claim that it may have to attorneys' fees and costs against Defendant and/or Releasees other than as specifically provided for in Paragraph 3, and Plaintiff specifically agrees to indemnify Defendant and/or Releasees against any claim by any attorney for attorneys' fees or costs associated with the Action, the Settlement Payment, this Agreement, or any claim released under this Agreement.

10. **Job Reference.** Provided Plaintiff directs prospective employers to Jason Shaeffer (jshaeffer@urbananow.com) or his designee, Defendant will confirm only the dates of the Plaintiff's employment and his last position held.

11. **Non-Disparagement, Non-Cooperation, and No Enticement.** Plaintiff agrees and promises that, to the maximum extent such prohibition is permitted under the law, Plaintiff will not undertake any harassing or disparaging conduct directed at Defendant or Releasees or any of their managers, supervisors, or employees. Plaintiff further agrees and promises that he will refrain from making any negative, detracting, derogatory, or unfavorable statements about Releasees or any of their managers, supervisors, employees, or clients. Plaintiff further agrees he will not act in any manner that damages the operation or reputation of Releasees. To the extent permitted by law, Plaintiff agrees that he will not counsel or assist any attorneys or clients in the presentation or prosecution of any disputes and/or differences by any third party against Releasees unless pursuant to a lawfully issued subpoena or other order by a court or agency of competent jurisdiction. Plaintiff further agrees to give Defendant's Counsel (Collin D. Cook and Hyunki John Jung, Fisher & Phillips LLP, 1 Montgomery Street, Suite 3400, San Francisco, California 94104), notice within three (3) business days of receipt of a subpoena or other order by court or agency pursuant to this Paragraph. Nothing herein shall be construed to limit Plaintiff's right to file a charge of discrimination with, or to communicate with, or to participate in an investigation or action conducted by, the Equal Employment Opportunity Commission ("EEOC") or any similar state or local administrative fair employment practices agency, and nothing in this Settlement Agreement shall be construed to prohibit such action by Plaintiff or to interfere with the statutory duties and/or authority of such agencies. However, Plaintiff expressly waives any and all rights or entitlement to any type of relief or recovery (including monetary damages, awards, or incentives, penalties, injunctive relief, reinstatement, etc.) from any of the Releasees in connection with any such claim, complaint, charge, action, proceeding and/or investigation brought against Releasees, regardless of who files, initiates or pursues any claim, complaint, charge, action, proceeding, and/or investigation as described in this Paragraph, except that this limitation on monetary recovery will not apply to proceedings as otherwise provided for by current applicable law. Nothing in this Settlement Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful. Further, nothing in this Settlement Agreement prevents or restricts Plaintiff from enforcing his Section 7 rights under the National Labor Relations Act, participating in section 7 activity (including the right to communicate with former coworkers and/or third parties about terms and conditions of employment or labor disputes, unrelated to the amount of the Settlement Payment under this Settlement Agreement) or otherwise cooperating with the National Labor Relations Board's investigative process through investigation, testimony, or otherwise with an administrative agency or court.

12. **Confidentiality.** Plaintiff represents and agrees that he has and will keep the amount of the Settlement Payment and the terms and existence of this Settlement Agreement completely confidential, and that he will not hereafter disclose any information concerning this Settlement Agreement to anyone; provided, however, that Plaintiff may make such disclosure to his immediate family members and professional representatives (e.g., attorneys, accountants, auditors, tax preparers). If any disclosures are made as provided for and permitted in this Paragraph, each individual shall first be informed of and agree to be bound by this confidentiality clause, or other such disclosures required by law to enforce this Settlement Agreement. Plaintiff further agrees that if anybody asks him about the Action, his claims against Defendant and the Releasees, and/or the cessation thereof, he will simply respond by stating, "The matter has been resolved and the resolution is confidential." Plaintiff and Plaintiff's Counsel represent and agree that they have not and will not issue any public announcement, publication, or otherwise disclose the amount of the Settlement Payment, the Settlement

Agreement, the terms thereof, the claims, demand, or allegations alleged by Plaintiff, or any facts alleged to exist as support thereof to anyone, including the press, media, websites, or any service which reports litigation, verdicts or settlements. If Plaintiff is required to disclose this Settlement Agreement, its terms or underlying facts pursuant to court order and/or subpoena, Plaintiff shall notify Defendant's Counsel (Collin D. Cook, Fisher & Phillips LLP, 1 Montgomery Street, Suite 3400, San Francisco, California 94104), in writing via overnight mail, within seventy-two (72) hours of his receipt of such court order or subpoena, and simultaneously provide Defendant's Counsel with a copy of such court order or subpoena. Nothing in this Settlement Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful. The Parties acknowledge that California Government Code section 12964.5 does not apply to this Settlement Agreement because this Settlement Agreement is considered a negotiated settlement as defined by California Government Code section 12964.5(d)(2). Further, nothing in this Agreement prevents or restricts Plaintiff from enforcing his Section 7 rights under the National Labor Relations Act, participating in section 7 activity (including the right to communicate with former coworkers and/or third parties about terms and conditions of employment or labor disputes, unrelated to the amount of the Settlement Payment under this Settlement Agreement) or otherwise cooperating with the National Labor Relations Board's investigative process through investigation, testimony, or otherwise with an administrative agency or court. The Parties believe this confidentiality provision is reasonable and intend to comply with it.

13. **Liquidated Damages and Injunctive Relief for Breach of this Settlement Agreement.** Plaintiff acknowledges that a breach by Plaintiff of the terms set forth in Paragraph 11, and/or Paragraph 12 will cause substantial harm to Defendant and/or Releasees, including but not limited to, the cost of prosecuting any claims and lawsuits against Plaintiff. Plaintiff also acknowledges that it is impossible for such harm to be calculated with any degree of certainty. Therefore, Plaintiff agrees that any breach by Plaintiff of his obligations under Paragraph 11 and/or Paragraph 12 of this Settlement Agreement shall entitle Defendant and/or Releasees to liquidated damages in the sum of Five Thousand Dollars and Zero Cents (\$5,000.00) per proven breach, as well as recovery of court costs suffered by Defendant and/or Releasees. Plaintiff agrees that this provision is fair and reasonable in light of the fact that the actual damages that would be suffered as the result of any breach of Paragraphs 11 and/or 12 of this Settlement Agreement would be difficult to ascertain. Any breach by Plaintiff of the terms and/or his obligations as detailed in Paragraph 11 and/or Paragraph 12 could cause irreparable harm to Defendant for which damages would not be an adequate remedy and therefore Defendant may seek injunctive relief with respect to such a breach in addition to any and all other remedies available to Defendant and without any requirement to post bond.

14. **Voluntary Agreement.** This release in all respects has been voluntarily and knowingly executed with the express intention of effecting the legal consequences provided in the California Civil Code section 1542, that is, the extinguishment of obligations herein designated.

15. **Newly Discovered Facts.** Plaintiff acknowledges that he may hereafter discover facts different from or in addition to those that she now knows of or believes to be true when he expressly agreed to assume the risk of the possible discovery of additional facts, and he agrees that this Settlement Agreement will be and remain effective regardless of such additional or different facts. Plaintiff expressly agrees that this Settlement Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown or unsuspected claims, demands, causes of action, governmental, regulatory or enforcement actions, charges, obligations, damages, liabilities, and attorneys' fees and costs, if any, as well as those relating to any other claims, demands, causes of action, obligations, damages, liabilities, charges, and attorneys' fees and costs specified herein.

16. **Satisfaction of Liens.** Plaintiff hereby agrees, represents, and warrants that he shall have sole responsibility for the satisfaction of any and all liens or assignments in law, equity, or otherwise, against any of the matters released herein, and that he will fully satisfy all liens, if any, immediately upon receipt of the Settlement Payment. Plaintiff further represents, agrees, and warrants that he shall hold Defendant and

Releasees harmless from, and indemnify Defendant and Releasees from, any liabilities or costs which they may incur as a result of any liens of any nature and/or Plaintiff's failure to satisfy any liens.

17. **No Transfer or Assignment of Claims.** Plaintiff warrants and represents that Plaintiff has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Settlement Agreement. Plaintiff agrees that he solely is responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold Defendant and the Releasees harmless against any liens, damages, penalties, fines, fees, assessments, taxes, or attorneys' fees that may be imposed against or incurred by Defendant and/or any of the Releasees as a result of the actions of any lien holder or any lien Plaintiff or any taxing authority or any court in relation to any interest which any third party may have in any claim which Plaintiff is releasing under this Settlement Agreement or any interest in any of the proceeds paid to Plaintiff under this Settlement Agreement.

18. **Binding Nature.** This Settlement Agreement and all the terms and provisions herein shall bind the heirs, personal representatives, successors and assigns of the Parties, and inure to the benefit of each Party, her/its agents, directors, officers, employees, servants, successors, and assigns.

19. **Effect of Illegality.** Should any part, term, or provision of this Settlement Agreement be declared or determined by any Court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions of this Settlement Agreement shall not be affected thereby. Said illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Settlement Agreement.

20. **Attorneys' Fees.** If any Party to this Settlement Agreement brings any sort of action to enforce any provision of this Settlement Agreement or for any breach of this Settlement Agreement, then the prevailing party in that action shall be entitled to recover reasonable attorneys' fees and costs incurred in such action.

21. **Interpretation of Settlement Agreement.** Plaintiff agrees that any legal rule to the effect that ambiguities shall be resolved against the drafting party shall not apply in any interpretation of this Settlement Agreement.

22. **Governing Law and Jurisdiction.**

a. This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California provided, however, that parole evidence shall not be admissible to alter, vary, or supplement the terms of this Settlement Agreement. Should any provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

b. In the event of a breach of any provision of this Settlement Agreement, any Party may institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. However, the Party instituting such an action must take steps to file this Settlement Agreement or any documents setting forth the terms of this Settlement Agreement with the court under seal. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing party in that action shall be entitled to recover reasonable attorney's fees.

c. The Parties specifically entered into this Agreement with the understanding that it is binding and enforceable by the court in which the Action has been filed. In the event any party fails to perform the conditions or terms required therein, the court may enter judgment based on the terms of this Agreement, pursuant to Code of Civil Procedure, Section 664.6. To enforce this section, the Parties stipulate to the court's jurisdiction.

d. It is the intent of the Parties, pursuant to California Evidence Code sections 1122(a)(1) and 1123, that all of the terms of this Settlement Agreement shall be admissible and may be disclosed under seal to a court of law and shall be enforceable and binding upon them in a court of law.

23. **Counterparts.** This Settlement Agreement may be executed in any number of counterparts, each of which will be deemed to be an executed Settlement Agreement and each of which shall be deemed to be one and the same instrument. A facsimile or digital signature shall be treated as an original signature for all purposes.

24. **Entire Agreement.** This Settlement Agreement embodies the entire agreement of all the Parties hereto who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the parties to this Settlement Agreement except for any agreements Plaintiff may have signed during his employment regarding maintaining the confidentiality of proprietary or confidential information of Defendant or arbitration agreement(s). The Parties to this Settlement Agreement each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Settlement Agreement; that they have not executed this Settlement Agreement in reliance on any representation, inducement, promise, agreements, warranty, fact or circumstances, not expressly set forth in this Settlement Agreement; and that no representation, inducement, promise, agreement or warranty not contained in this Settlement Agreement including, but not limited to, any purported settlements, modifications, waivers, or terminations of this Settlement Agreement, shall be valid or binding, unless executed in writing by all of the parties to this Settlement Agreement.

25. **Amendment.** This Settlement Agreement may not be modified, altered, or changed except in writing and signed by all Parties wherein specific reference is made to this Settlement Agreement.

26. **Compliance with Terms.** The failure to insist upon compliance with any term, covenant or condition contained in this Settlement Agreement shall not be deemed a waiver of that term, covenant or condition nor shall any waiver or relinquishment of any right or power contained in this Settlement Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

27. **Acknowledgment of Authority.** The undersigned hereby acknowledge and warrant that they, and each of them, have the authority to bind the entity or individual on behalf of whom they are signing to the terms of this Settlement Agreement.

28. **Section Headings.** The section and paragraph headings contained in this Settlement Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Settlement Agreement.

29. **Accrual of Interest in the Event Respondent Does Not Timely Submit Installment Payment.** In the event Respondent does not timely deliver an installment payment as set forth in paragraph 3, Employees' counsel will immediately notify Respondent's counsel via email at ccook@fisherphillips.com that the installment payment has not been received. For each calendar day thereafter that Respondent does not deliver the installment payment, Employee shall impose a late fee of 3% of the unpaid installment amount, calculated from the date the installment payment was originally due, until the full installment payment, including interest, is received. Interest on the late installment payment will be compounded daily.

- a. If the full installment payment is not received within 10 calendar days of the notice provided by Respondent's counsel, Respondents' failure to timely deliver the unpaid installment payment shall constitute a material default of the Agreement, allowing Employee to file the Stipulated Judgment attached hereto as Exhibit A.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH IN PARAGRAPH 3 ABOVE, PLAINTIFF FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS SETTLEMENT AGREEMENT INTENDING TO WAIVE, SETTLE, AND RELEASE ALL INDIVIDUAL CLAIMS THAT PLAINTIFF HAS OR MIGHT HAVE AGAINST THE RELEASEES AS OF THE DATE OF EXECUTION OF THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date(s) set forth below:

PLAINTIFF PARHAM BARGHCHI

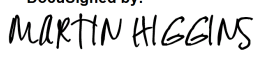
Dated: February 10, 2025

By: 

Parham Barghchi

DEFENDANT GOOD LIVING SERVICES, INC.

11.00
Dated: February __, 2025

DocuSigned by:

By: _____
Name: MARTIN HIGGINS
Title: CEO