

CONFIDENTIAL SETTLEMENT AND GENERAL RELEASE AGREEMENT

This Confidential Settlement and General Release Agreement (“Agreement”) is entered into by and between MARCUS ANTHONY CROSBY (“Plaintiff”) on the one hand and DHANDWAR BROS TRUCKING, INC., KULDEEP DHANDWAR, HARWINDER KAUR, DHANDWAR TRUCKING, INC., DHANDWAR BROS TOWING INC., RAJWINDER K. DHANDWAR, and SUKHWINDER DHANDWAR (“Defendants”) on the other hand. Plaintiff and Defendants shall be referred to collectively as the “Parties”).

RECITALS

WHEREAS, On December 22, 2023, Plaintiff sent a Private Attorneys General Act (“PAGA”) notice letter (“PAGA Letter”) to Defendants and the Labor Workforce and Development Agency alleging employment law violations;

WHEREAS, Plaintiff filed a Employment Complaint, in Alameda County Superior Court, Case No. 24CV065780, titled MARCUS ANTHONY CROSBY v DHANDWAR BROS TRUCKING, INC., KULDEEP DHANDWAR, HARWINDER KAUR, DHANDWAR TRUCKING, INC., DHANDWAR BROS TOWING INC., RAJWINDER K. DHANDWAR, and SUKHWINDER DHANDWAR (the “PAGA Action”);

WHEREAS, Defendants deny and disputes all allegations contained in the Complaint, or which could arise out of the facts alleged in the complaint, all allegations contained in Plaintiff’s PAGA Letter, or which could arise out of the facts alleged in Plaintiff’s PAGA Letter, as well as any other alleged wrongful or unlawful conduct, damage, or liability of any kind in any other manner as alleged by Plaintiff in connection with this matter, or any other action filed by the Plaintiff in any forum (“Claims”);

WHEREAS, Plaintiff and Defendants desire the full, complete, and final resolution of claims alleged by Plaintiff against Defendants, including any allegations that Plaintiff suffered any damages as a result of said Claims;

NOW THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth below, and full and complete compromise and settlement of all legal claims related to Plaintiff’s employment by Defendants, the Parties and each of them hereby agree as follows:

TERMS OF AGREEMENT

1. Dismissal

Within 10 days of signing this Agreement by all Parties, Plaintiff will take all necessary steps to effectuate a dismissal without prejudice as to Plaintiff’s representative PAGA Claim, and dismissal with prejudice as to Plaintiff’s individual claims in the Action as to all parties. Plaintiff understands that by dismissing his individual claims against Defendants with prejudice, and executing this Agreement, Plaintiff is giving up any right or claim to any compensation from Defendants, except as otherwise set forth in this Agreement. To secure dismissal, Plaintiff will file

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a. General Release by Plaintiff

Confidential Settlement and General Release Agreement

employment with Defendants; including, without limitation, any alleged breach of any express or implied employment agreement; any alleged torts or other alleged legal restrictions relating to Plaintiff's employment thereof; and any alleged violation of any federal, state or local statute, legislation, or ordinance or any federal or state common law, including, without limitation, Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000, et seq.; the Americans with Disabilities Act, as amended, 42 U.S.C. §§ 12101, et seq.; the Rehabilitation Act of 1973, as amended, 29 U.S.C. §§ 701, et seq.; the Civil Rights Act of 1866, and the Civil Rights Act of 1991; 42 U.S.C. §§ 1981, et seq.; the Age Discrimination in Employment Act, as amended, 29 U.S.C. §§ 621, et seq.; the Equal Pay Act, as amended, 29 U.S.C. § 206(d); regulations of the Office of Federal Contract Compliance, 41 CFR §§ 60, et seq.; the Family and Medical Leave Act, as amended, 29 U.S.C. §§ 2601, et seq.; the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §§ 201, et seq.; the Plaintiff Retirement Income Security Act, as amended, 29 U.S.C. §§ 1001, et seq.; the California Fair Employment and Housing Act, Cal. Govt. Code §§ 12940, et seq.; the California Unruh Civil Rights Act, Cal. Civ. Code §§ 51, et seq.; and the California Labor Code; California Business and Professions Code §§ 17200 et seq.; the California Family Rights Act; the Families First Coronavirus Response Act; and the California Healthy Workplace Healthy Family Act.

b. Waiver of Unknown Claims under Section 1542 of the California Civil Code

Plaintiff represents that it is Plaintiff's intention in executing this document that this Agreement shall be effective as a bar to each and every claim, demand, suit, action, cause of action, and debt, hereinabove specified and not expressly excluded herein, and in furtherance of this intention, Plaintiff expressly waives any and all rights and benefits conferred by the provisions of section 1542 of the California Civil Code, 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.”

Notwithstanding Section 1542 of the California Civil Code, Plaintiff expressly consents that this Agreement shall be given full force and effect according to each and all of its express terms and provisions including, as well, those relating to unknown and unspecified claims, demands, suits, actions, causes of action and debts, if any, and those relating to any other claims, demands, suits, actions, causes of action and debts hereinabove specified.

Plaintiff acknowledges that Plaintiff may later discover claims or facts in addition to or different from those which Plaintiff now knows or believes to exist with regards to the subject matter of this Agreement, and which, if known or suspected at the time of executing this Agreement, may have materially affected its terms. Nevertheless, Plaintiff waives any and all claims that might arise as a result of such different or additional claims or facts.

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9. Confidentiality

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18. Entire Agreement

This Agreement constitutes and contains the entire agreement and understanding between the Parties concerning the subject matters addressed herein and supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matters hereof. Plaintiff represents and agrees that no promises, statements, or inducements have been made to Plaintiff which caused Plaintiff to sign this Agreement other

than those which are expressly stated in this Agreement. This is an integrated document and may not be altered except by written agreement signed by all Parties.

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

[REDACTED]

[REDACTED]

