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Attorneys for Plaintiff Ross Davies and the Plaintiff Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

Ross Davies, on behalf of himself, all
others similarly situated, and the general
public,

Plaintiffs,

vs.

Silicon Shores Corporation, a California
corporation, and DOES 1 through 100,
inclusive,

Defendants.

Case No. 23CV428020

COMPLEX CASE; CLASS ACTION

**NOTICE OF LODGING OF
UNREDACTED SETTLEMENT
AGREEMENT IN SUPPORT OF JOINT
STIPULATION AND [PROPOSED]
ORDER TO DISMISS ENTIRE CASE**

Date: n/a

Time: n/a

Dept.: 7

NOTICE OF LODGING

Plaintiff Ross Davies (“Plaintiff” or “Mr. Davies”) hereby provides Notice of Lodging of an unredacted copy of the Settlement Agreement entered into in this matter. This Notice is submitted in support of the Joint Stipulation to Dismiss all Claims. The unredacted copy is being lodged in case the Court wishes to see any term thereof before granting the Stipulation to Dismiss.

Dated: January 22, 2025

ILG Legal Office, P.C.



Stephen Noel Ilg, Esq.
Attorneys for Plaintiff Ross Davies

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EXHIBIT A

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This **CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE** (“Agreement”) is made and entered into by and between ROSS DAVIES (“Plaintiff”) and SILICON SHORES CORPORATION, A CALIFORNIA CORPORATION (“Defendant”). Plaintiff and Defendant shall hereinafter be collectively referred to as the “Parties” with reference to the following facts:

RECITALS

- A. Plaintiff began working for Defendant on or about August 26, 2017.
- B. On December 22, 2023, Plaintiff filed a putative class action against Defendant on behalf of himself, all others similarly situated, and the general public in the Santa Clara County Superior Court as *Ross Davies et al. v. Silicon Shores Corporation*, Case No. 23CV428020 (the “Lawsuit”).
- C. On March 13, 2024, Plaintiff filed a First Amended Complaint (“FAC”) in the Lawsuit alleging the following causes of action against Defendant: (1) Unlawful Retaliation in Violation of Public Policy; (2) Unfair Business Practices; (3) Failure to Compensate for All Hours Worked; (4) Failure to Pay Overtime Wages; (5) Failure to Provide Meal and Rest Periods; (6) Failure to Maintain Accurate Records; (7) Failure to Pay Wages on Time; (8) Failure to Pay Tips; (9) Failure to Provide Sick Leave; (10) Wrongful Termination in Violation of Public Policy; (11) Failure to Pay Final Wages on Time; and (12) Private Attorney General Act. The FAC is the currently operative complaint in the Lawsuit. On April 11, 2024, Defendant filed an Answer to the FAC which generally denied Plaintiff’s allegations and claims for relief and asserted various affirmative defenses.
- D. No class has been certified in the Lawsuit.
- E. Defendant denies all of Plaintiff’s claims and allegations, denies the existence of any certifiable class, generally denies any wrongdoing by itself, its principals, employees, representatives, owners, and affiliates, and specifically denies any and all liability whatsoever deriving from the claims and causes of action alleged by Plaintiff, both on an individual and a representative basis.
- F. The Parties desire to fully and finally resolve any and all of Plaintiff’s claims and disputes against Defendant and the other Releasees identified herein, including all claims and causes of action that were alleged or could have been alleged in the Lawsuit, without incurring the uncertainty and cost of continued litigation proceedings.
- G. Plaintiff represents that he has discussed all aspects of his claims, the Lawsuit, and this Agreement with his counsel, has been fully advised by counsel as to his rights, understands that he is waiving significant legal rights by signing this Agreement, and enters into this Agreement voluntarily, with a full understanding of and agreement with all of its terms.

H. Nothing in this Agreement shall be construed as an admission of wrongdoing, culpability, or liability by Defendant or the other Releasees for any purpose in any respect.

NOW, THEREFORE, with reference to the foregoing recitals, and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Settlement Payment to Plaintiff. In consideration for Plaintiff's execution of this Confidential Settlement Agreement and General Release of Claims, and for his compliance with the promises made herein, Defendant agrees to and shall issue payment to Plaintiff in the total gross sum amount of Thirty Thousand Dollars (\$30,000) (the "Settlement Payment").

The Settlement Payment shall compensate Plaintiff in full for any and all claims which he has or could have asserted against Defendant and/or the other Releasees, including without limitation any claim to reimbursement of attorneys' fees incurred by Plaintiff if he had prevailed in the Lawsuit.

The Settlement Payment shall be issued in the form of a check for \$30,000 made payable to ILG Legal Office PC IOLTA Client Trust Account to be delivered to Plaintiff's attorney, Stephen Ilg, Esq. at ILG Legal Office, P.C., 156 South Spruce Avenue, Unit 206A, South San Francisco, California 94080.

Defendant will issue a Form 1099 to Plaintiff as applicable to the tax laws for this payment. Plaintiff shall execute and deliver properly completed W-9 forms to Defendant's Counsel at The Mitzel Group, LLP, Krista Mitzel (kmitzel@mitzelgroup.com) and Sara McDuffie (sara@mitzelgroup.com), before any checks shall be provided by Defendant under this Agreement.

Defendant shall deliver the Settlement Payment to Plaintiff's Counsel within thirty (30) calendar days after the Santa Clara Superior Court enters an order approving dismissal of the Lawsuit in its entirety with prejudice.

2. Court Approval / Dismissal. The Parties expressly understand and agree that Defendant's payment obligations under Paragraph 1, above, are contingent upon the Santa Clara Superior Court approving dismissal of the Lawsuit in its entirety (including all putative class claims and PAGA claims; i.e., with prejudice as to Plaintiff but without prejudice as to anyone else).

Within seven (7) calendar days after this Agreement is signed by both Parties, Plaintiff shall file a notice of settlement and request for dismissal of the Lawsuit in its entirety, with prejudice, pursuant to this Agreement and shall take any and all other steps necessary to obtain the Court's approval and order dismissing the Lawsuit in its entirety (including all putative class claims and PAGA claims) with prejudice (i.e., with prejudice as to Plaintiff but without prejudice as to anyone else). The parties agree that, after payment has been made pursuant to this agreement, Plaintiff will no longer be an aggrieved employee, will have been fully compensated, and so would no longer be a suitable class representative.

Neither party shall file or serve any motions, discovery requests, or other documents in the Lawsuit except as necessary to effectuate the terms of this Agreement, obtain the Court's approval of the settlement and dismissal of the Lawsuit, or otherwise comply with the Court's orders.

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 and his receipt of the Settlement Payment recited above. Plaintiff agrees to indemnify and hold harmless Defendant and any person or entity affiliated with Defendant, including the other Releasees, from any tax liability or penalties that may arise from this payment. Plaintiff further acknowledges and agrees that neither the Defendant nor any of its 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 and agrees that Defendant and the other Releasees have no obligation to indemnify or defend him 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 Settlement Payment set forth in Paragraph 1, above, shall constitute the entire consideration due to him in full and complete satisfaction of any and all claims, demands, and/or causes of action he has or may have against Defendant and/or the other Releasees, and that Plaintiff will not seek any further compensation for any other claimed damages, costs, or attorneys' fees in connection with the matters encompassed in this Agreement. Plaintiff acknowledges and agrees that he would not be entitled to receive the payments recited herein if he did not make and comply with the promises he is making in this Agreement.

5. General Release. Plaintiff, on his own behalf and on the behalf of his descendants, dependents, heirs, executors, administrators, assigns, and successors, hereby irrevocably and unconditionally releases, acquits, and forever discharges and covenants not to sue Defendant, and its present, former, or future directors, officers, owners, members, managers, principals, attorneys, shareholders, agents, employees, representatives, consultants, attorneys, parents, subsidiaries, affiliates, related entities, employee benefit plans, insurance carriers, predecessors, successors, and assigns, in both their individual and representative capacities, and specifically including Christina Ferrari (collectively, the "Releasees"), with respect to any claim, right, demand, charge, complaint, action, cause of action, obligation, or liability of any and every kind whatsoever, known and unknown, that Plaintiff has or may have against the Releasees as of the date of his execution of this Agreement (hereinafter, the "Claims").

By signing this Agreement, Plaintiff knowingly and voluntarily releases all Claims against the Releasees, including without limitation any and all claims and causes of action that were alleged or could have been alleged by Plaintiff in the Lawsuit, and any and all claims relating to Plaintiff's working relationship with Defendant and/or the other Releasees, on an individual and representative basis, including any alleged violation(s) of:

- Title VII of the Civil Rights Act of 1964, as amended;
- The Civil Rights Act of 1991;

- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Employee Retirement Income Security Act of 1974, as amended (except for any vested benefits under any tax qualified benefit plan);
- The Immigration Reform and Control Act, as amended;
- The Americans with Disabilities Act of 1990, as amended;
- The Federal Family Medical Leave Act, as amended;
- The Occupational Safety and Health Act, as amended, and the California Occupational Safety and Health Act, as amended;
- The California Fair Employment and Housing Act, as amended;
- The California Family Rights Act, as amended;
- The Fair Labor Standards Act;
- All provisions of the California Labor Code;
- The California Private Attorneys General Act, as amended;
- Any other federal, state or local civil, employment, or human rights law or any other local, state, or federal law, regulation or ordinance;
- Any public policy, contract, tort, or common law; or
- Any allegation for costs, fees, or other expenses including attorneys' fees incurred in these matters.

Plaintiff understands and agrees that this General Release applies to any and all Claims, and expressly includes class Claims, PAGA Claims, and other representative Claims. The only exceptions to this General Release are any Claims that, as a matter of applicable law, are not waivable.

6. Waiver of Civil Code Section 1542. In order to effect a full and complete release of Claims as described above, Plaintiff expressly waives and relinquishes all rights and benefits afforded him by California Civil Code section 1542, which provides:

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.

Plaintiff affirms and warrants that he has consulted counsel, or has had the opportunity to consult counsel, about this Agreement and specifically about the waiver of Section 1542, and that he understands this Agreement and this Section 1542 waiver. Plaintiff acknowledges that he may later discover facts different from or in addition to those facts he now knows or believes to be true regarding the matters released or described in this Agreement and, even so, Plaintiff agrees that the releases and agreements contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Notwithstanding the foregoing, this release does not apply to enforcement of the terms of this Agreement.

7. **Guaranty of No Further Action.** Plaintiff affirms that he has not filed, caused to be filed, nor presently is a party to a claim, complaint, or action against Defendant and/or the other Releasees in any forum or form, other than the Lawsuit. In the event that any claim, complaint, or action is later found to have been initiated contrary to this provision, Plaintiff expressly understands and affirms that any such claim, complaint, or action shall be deemed void *ab initio* by operation of this Agreement.

8. **Guaranty of Non-Cooperation.** Plaintiff agrees that he will not cause or encourage any private lawsuits to be maintained or instituted against Defendant and/or the other Releasees, nor will he assist any individual in the preparation or filing of, or otherwise participate in any manner in any such private legal proceedings, except where required to do so by law.

9. **Confidentiality.** Except as may be necessary to enforce the provisions of this Agreement, Plaintiff expressly agrees to maintain the terms and conditions of this Agreement, and the facts and allegations related to his dispute with Defendant, including without limitation the amount of the Settlement Payment, in the strictest confidence. Plaintiff may disclose the terms and conditions of this Agreement, including the Settlement Payment amount, only to his legal counsel, accountant or financial advisor, and spouse or domestic partner, all on the further condition that he advise such individuals in advance of disclosure that the terms and conditions of this Agreement are strictly confidential. Plaintiff understands and agrees that this paragraph and its confidentiality requirements constitute an essential and material component of this Agreement, and Defendant would not enter into this Agreement without Plaintiff's promise to maintain it in confidence.

10. **Non-Disparagement.** Plaintiff warrants and covenants that he will not disparage Defendant or its present, former, or future products, services, agents, representatives, owners, managers, shareholders, attorneys, employees, vendors, associates, successors, or assigns, or any person acting by, through, under, or in concert with any of them, including but not limited to the other Releasees, with any written or oral statement, including without limitation statements or postings made via social media or by visiting the premises operated by Defendant at Shoreline Lake (including the Shoreline Lake Boathouse, Camp, and American Bistro) and making remarks to customers, employees, or others. Nothing in this paragraph shall prohibit Plaintiff from providing truthful information in response to a subpoena or other legal process. Plaintiff understands and agrees that this paragraph and its non-disparagement requirements constitute an essential and material component of this Agreement, and Defendant would not enter into this Agreement without a guarantee against disparagement by Plaintiff.

11. **Liquidated Damages.** The Parties each acknowledge and agree that it would be extremely difficult and impractical to determine the actual damage and cost to Defendant that would result from Plaintiff's violation of the covenants of Non-Cooperation, Confidentiality, or Non-Disparagement as set forth in paragraphs 8, 9, and 10 of this Agreement, above. The Parties accordingly agree that, in each and every instance where Plaintiff breaches Paragraph 8, 9, or 10 of this Agreement, Plaintiff shall pay to Defendant the sum of \$1,000.00 as liquidated damages. The Parties each agree that this is a reasonable present estimate of the likely harm that would result from a breach by Plaintiff of Paragraph 8, 9, or 10 herein. Nothing contained herein shall limit the rights of Defendants to seek and obtain injunctive or other equitable relief to enforce the provisions

of Paragraphs 8, 9, or 10 of this Agreement, in addition to liquidated damages as provided in this paragraph.

12. Compromise / No Admission of Liability. The Parties acknowledge that Defendant denies any wrongdoing or liability whatsoever in connection with Plaintiff 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. The Parties have disagreed as to whether Defendant owes Plaintiff certain compensation claimed by him from their work relationship. In the interest of avoiding the time and expense of litigation, the Parties agree that the consideration provided in this Agreement includes complete compensation for any and all wage and penalty amounts claimed that may be due and owing, and that this Agreement constitutes a compromise settlement of such disputed claims. It is expressly understood and agreed that nothing contained in this Agreement shall constitute or be treated as an admission of any wrongdoing, violations, or liability on the part of Defendant or the other Releasees.

13. Enforcement / Attorneys' Fees. In the event of any future litigation brought by a Party in order to enforce any component of this Agreement, the prevailing Party shall be entitled to recovery of its/his reasonable costs, including without limitation attorneys' fees, incurred by that Party in bringing or defending against such litigation.

14. Entire Agreement. This Agreement constitutes the entire agreement between the Parties herein. This Agreement may not be altered, amended, or modified except in a writing signed by both Parties herein, or by their duly authorized representative.

15. Ambiguities / Voluntary Agreement. Plaintiff acknowledges that, in signing this Agreement, he has had an opportunity to seek and obtain independent legal advice from an attorney of his choosing, with respect to the advisability of executing this Agreement. Plaintiff acknowledges that he has been specifically advised by counsel of the consequences of the General Release and Waiver of Civil Code section 1542 that he has signed. Each Party knows and understands the content of this Agreement, and signs the same as its/his own free act. This Agreement is the product of negotiation and preparation by and among the Parties and/or their respective attorneys. Accordingly, this Agreement shall not be deemed prepared or drafted by one party or another, or its attorneys, and it will be construed accordingly. The rule of law to the effect that ambiguities in any agreement shall be construed against the drafting party shall not apply to the construction or interpretation of this Agreement.

16. 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.

17. Governing Law. This Agreement shall be governed by, construed in, and enforced in accordance with the laws of the State of California, without regard to conflict of law provisions.

18. Severability. If any provision of this Agreement is later determined to be invalid or unenforceable, the remaining provisions of this Agreement shall nevertheless be construed,

performed, and enforced as if the invalid or unenforceable provision had not been included in the text of this Agreement.

19. **Counterparts.** This Agreement may be executed in counterpart. An original signature transmitted by facsimile, email, or e-sign shall have the same force and effect as an original signature. The Parties agree that DocuSign, an electronic signature technology, may be used to expedite the execution of this Agreement pursuant to California Civil Code Section 1633.7. Electronic signatures shall be deemed originals.

20. **Attorneys' Fees and Costs.** Each Party shall bear its/his own attorneys' fees and costs incurred through and including the execution of this Agreement.

21. **Authority.** The Parties each represent and warrant that they have full power, authority, and capacity to execute this Agreement and to perform the obligations incurred hereunder.

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

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

Dated: 01 / 09 / 2025

PLAINTIFF



Ross Davies

Dated: 1/13/2025

DEFENDANT



Silicon Shores Corporation, a California Corporation

By: Christina Ferrari

Its: Chief Executive Officer