SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is made and entered into by and between Jesus Ernesto Perez Montes ("Employee") and PSLQ, Inc. ("Company") (collectively "the Parties"). For good and valuable consideration as reflected below, Employee and Company contract and agree as follows:

1. **No Admissions.** Company and Employee both agree that they are not entering into this Agreement because of any wrongdoing or liability of the other party or on the part of any other individual or company released in this Agreement. Therefore, this Agreement cannot and will not be considered as an admission of wrongdoing or liability by any of them.

2. **Settlement Payment.** In consideration for this Agreement, Company agrees to provide settlement compensation to Employee in the gross amount of fifteen thousand dollars ($15,00.00) (the "Settlement Payment"). An IRS Form 1099 will be issued for this settlement payment. The Settlement Payment shall be made no later than fourteen (14) calendar days from the date Employee signs this Agreement and returns it to the Company. Employee acknowledges that the Settlement Payment exceeds the benefits to which Employee would be entitled absent Employee's agreement to the covenants, conditions and terms set forth in this Agreement.

3. **Employee's Release of Claims.** In exchange for the consideration provided to Employee in Paragraph 2 of the Agreement, Employee hereby irrevocably and unconditionally releases, acquits and forever discharges Company, and any of its subsidiaries, parents, affiliates, managing agents, employees, servants, consultants, agents, directors, officers, independent contractors, representatives, insurance carriers and attorneys (and the servants, agents, employees, directors, officers, independent contractors, representatives, consultants, insurance carriers and attorneys of any such subsidiaries, parents or affiliates), and all persons acting by, through, under or in concert with any of them, and each of their respective heirs, successors, and assigns (hereinafter collectively referred to as "Releasees"), or any of them, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to, rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, or any tort including defamation, or any legal restrictions on Company's right to hire, to refuse to hire or terminate its employees, or any federal, state or other governmental statute, regulation or ordinance, including, without limitation: (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) Section 503 of the Rehabilitation Act of 1973; (4) the Fair Labor Standards Act (including the Equal Pay Act); (5) the Americans with Disabilities Act; (6) the Age Discrimination in Employment Act of 1967, as amended; (7) the Federal Family and Medical Leave Act; (8) the Immigration Reform and Control Act; (9) the Federal Worker Readjustment and Retraining Notification Act; (10) the Employee Retirement Income Security Act, as amended; (11) the National Labor Relations Act; (12) the Genetic Information Nondiscrimination Act of 2008; (13) the United States Constitution; (14) the Age Discrimination in Employment Act of 1967, as amended; (15) the California Constitution; (16) the California Labor Code, including the Private Attorneys General Act of 2004 ("PAGA"); (17) the California Business and Professions Code; (18) the California Government Code; (19) the California Family Rights Act; (20) the California Pregnancy Discrimination Act; (21) the California Wage Orders; (22) the Families First Coronavirus Response Act; and/or (23) any other provision of federal, California State or local statutory or common law or regulation (including whistleblower claims, claims for personal injury, invasion of privacy, negligent hiring, retention or supervision, defamation, intentional or negligent infliction of emotional distress and/or mental anguish, negligence, assault, battery, false imprisonment, retaliatory or wrongful discharge, and the like) (hereinafter collectively referred to as "Claim" or "Claims"), which Employee now has, owns or holds, or claims to have, own or hold, or which

Employee at any time heretofore had, owned or held, or claimed to have, own or hold against any of the Releasees up to and including, at the time of Employee' execution of the Agreement.

4. Individual PAGA Release and Representative PAGA Waiver. Employee hereby releases Employee's individual PAGA claims and hereby waives Employee's right to pursue non-individual representative PAGA claims including Employee's right to represent the State in claiming civil penalties for Labor Code violations that Employee claims Employee experienced or that any other employee claims to have experienced. Employee recognizes that this Agreement waives Employee's right to serve as a representative of the State in bringing a claim on behalf of the State, and that it precludes Employee from bringing any claim for civil penalties on behalf of the State arising out of or related to Employee's application for employment, employment, or separation of employment with the Company.

5. Waiver of Section 1542. Employee hereby states that it is his intention in executing this Agreement that the same shall be effective as a bar to each and every claim, demand, cause of action, obligation, damage, liability, charge, attorney's fees and costs herein above released. Employee hereby expressly waives and relinquishes all rights and benefits, if any, arising under the provisions of Section 1542 of the Civil Code of the State of California which provides:

> **Section 1542. [Certain Claims Not Affected By General Release.] A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in her favor at the time of executing the release and that, if known by him or her would have materially affected her settlement with the debtor or released party.**

6. Acknowledgement of Receipt of All Wages Due. Employee agrees and acknowledges that any dispute related to the payment of wages or other compensation to Employee is hereby resolved to Employee's complete and full satisfaction and that he has, in fact, received all wages and compensation to which he is due with the sole exception of the Settlement Payment referenced in Paragraph 3 of the Agreement. Employee agrees that California Labor Code section 206.5 is not applicable because there is a good-faith dispute as to whether Company owes Employee any wages. Section 206.5 provides, in pertinent part, as follows: "An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made."

7. Covenant Not to Sue. Except as described below, Employee agrees and covenants not to file any suit, charge, representative action, or complaint against Releasees in any court or administrative agency, with regard to any claim, demand, liability or obligation arising out of Employee's business relationship with Company or separation therefrom. Employee also agrees not to participate, as to any Released Claims against any of the Releasees, in any class, collective, or representative action (including, but not limited, to, as a class representative and/or a named representative in a suit brought under the PAGA, or California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*) Employee further represents that, notwithstanding the letters Employee submitted to the California Labor & Workforce Development Agency on April 28, 2024 and May 1, 2024 (LWDA-CM-1025036-24) and the complaint Employee filed on May 1, 2024 and any amendments thereto (Riverside County Superior Court case number CVRI2402421), no claims, complaints, charges, or other proceedings are pending in any court, administrative agency, commission, or other forum relating directly or indirectly to Employee's business relationship with Company. Employee covenants not to pursue any civil or administrative claim, demand, or lawsuit arising out of CVRI2402421. By executing this Agreement, Employee also represents, warrants and confirms that Employee is not an aggrieved employee or person for purposes of acting as a Private Attorney General

under PAGA, and specifically that Employee did not suffer any violation that would form the basis for Employee to pursue a claim under the PAGA. Moreover, Employee disclaims any right to act as a Private Attorney General under the PAGA. Similarly, Employee waives any right to recover any monies through any class or representative action against the Company. Employee agrees to not participate in any individual or class action lawsuit that may include any of the released claims described above. Employee also confirms this in the letter attached hereto as **Exhibit A**.

8. Non-Releasable Claims. Nothing in this Agreement shall be construed to prohibit Employee from filing a charge with or participating in any investigation or proceeding conducted by the EEOC or a comparable state or local agency. Notwithstanding the foregoing, Employee agrees to waive Employee's right to recover monetary damages in any charge, complaint, or lawsuit filed by Employee or by anyone else on Employee's behalf. This release shall not extend to any claims that Employee cannot lawfully waive or that are not subject to waiver by private agreement including claims for workers' compensation benefits.

9. No Workplace Injuries. As of the date of signing this Agreement, Employee represents and affirms that Employee has not sustained any workplace injury, nor does Employee have any occupational diseases of any kind that has not already been resolved. Employee does not intend to file any claim or seek any benefits of any kind under California's workers' compensation laws.

10. Confidentiality. Employee and any other person or entity acting on Employee's behalf, agrees to keep the terms and conditions of this Agreement confidential and shall not disclose them to any other person or entity, with the limited exception that Employee may disclose the terms to Employee's spouse, attorney, and/or financial advisor, and Employee shall be responsible for requiring confidentiality on their part. Nothing in this Agreement prevents Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Employee has reason to believe is unlawful. Notwithstanding the above, this confidentiality provision does not prevent or restrict Employee 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 settlement pay under this Agreement) or otherwise cooperating through investigation, testimony, or otherwise with the National Labor Relations Board or any other administrative agency or court.

11. Liens or Assignments. Employee 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 (including attorney's fees and costs Employee actually incurred), against any of the matters released herein, and that he will fully satisfy all liens (including attorney's fees and costs Employee actually incurred), if any, immediately upon receipt of the Settlement Payment. Employee further represents, agrees and warrants that he shall defend, hold Releasees harmless from, and indemnify Releasees from, any liabilities or costs which they may incur as a result of any liens of any nature and/or Employee's failure to satisfy any liens (including attorney's fees and costs Employee actually incurred).

12. Entire Agreement. Aside from any previously signed confidentiality agreements, trade secret agreements, and arbitration agreements, this Agreement contains the entire agreement of both the Company and Employee and takes the place of any and all other agreements, understandings, negotiations, or discussions, whether oral or written, express or implied, between the Company and Employee. The Company and Employee each acknowledge that no representations have been made to them which are not contained in the Agreement, that they have not signed this Agreement in reliance on any representation not

expressly set forth in this Agreement, and that any representations of any kind not contained in this Agreement shall not be valid or binding, unless, following the signing of this Agreement, the parties put such a modification in a writing signed by both an authorized representative of the Company and Employee.

13. Enforcement Costs. The Parties agree that in the event litigation is initiated by either Party to this Agreement to interpret or enforce this Agreement, the prevailing Party will be entitled to recover legal costs and reasonable attorney's fees incurred in connection with the litigation, in addition to any other relief granted. This Agreement shall be interpreted pursuant to California law.

14. Future Cooperation. Employee agrees to cooperate fully with the Company with respect to any investigations, legal proceedings, or other matters which arose during or may arise after Employee's business relationship with the Company. Employee agrees to remain available to participate, and if necessary, provide testimony in any such matters.

15. Provisions Severable. The parties agree that if any provisions of this Agreement should be declared illegal or invalid, the remaining provisions will continue to be binding and enforceable.

16. Headings and Terms. The paragraph headings of this Agreement are for convenience only and are not intended to have any effect in construing or interpreting this Agreement. The term "including" in this Agreement is used to list items by examples only, not as a complete listing.

17. Separate Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be considered an original Agreement. Facsimile reproductions of original signatures shall be binding for the purpose of the executing and enforcing this Agreement.

18. Construction. With respect to any dispute concerning the meaning of this Agreement, this Agreement will be interpreted as a whole with reference to its relevant provisions and in accordance with its fair meaning, and no part of this Agreement will be construed against Company on the basis that Company drafted it. This Agreement will be viewed as if prepared jointly by Company and Employee.

19. No Waiver. The failure to insist upon compliance with any term, covenant or condition contained in this 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 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.

20. No Admission of Liability. Nothing contained in this Agreement shall be construed as an admission by any Party of any liability of any kind to any other Party or any other person.

21. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the Releasees and the respective heirs, executors, administrators, personal representatives, successors, and assigns of the parties and Releasees.

22. Governing Law. This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of California as applied to contracts made and to be performed entirely within California.

EACH OF THE UNDERSIGNED PARTIES ACKNOWLEDGES BY THEIR SIGNATURE, BELOW, THAT EACH OF THEM HAS CAREFULLY READ, UNDERSTANDS AND AGREES TO EVERY PROVISION OF THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE.

AGREED BY THE PARTIES:

Dated: 03-12-2025

Jesus Ernesto Perez Montes

Dated: 3/12/2025

PSLQ, INC.

By:

Name: DANIEL ALVAREZ

Title: GENERAL MANAGER

EXHIBIT A

By signing below, I disclaim any right to act as a Private Attorney General under the Private Attorneys General Act (PAGA). Similarly, I waive any right to recover any monies through any class or representative action against PSLQ, Inc. I covenant not to pursue any civil or administrative claim, demand, or lawsuit arising out of the letters I submitted to the California Labor & Workforce Development Agency on April 28, 2024 and May 1, 2024 (LWDA-CM-1025036-24) or the complaint I filed on May 1, 2024 and any amendments thereto (Riverside County Superior Court case number CVRI2402421).

Date: 03-12-2025

Jesus Ernesto Perez Montes