

## **CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL MUTUAL RELEASE**

This Confidential Settlement Agreement and General Mutual Release ("Agreement") is made and entered between Sabrina Chin ("Chin") and Titan Management Group, LLC ("Titan"), for the consideration and promises herein stated. (Chin and Titan may be referred to jointly herein as "the Parties").

### **RECITALS**

WHEREAS, Chin filed a lawsuit against Titan in the Superior Court of California for the County of San Francisco, Case number CGC2415976 (referred to herein as "the Action").

WHEREAS, Titan disputes and denies Chin's claims.

WHEREAS, The Parties now desire to settle fully and finally all of the claims that were or could have been asserted in the Action and all other differences between them.

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **AGREEMENT**

#### **1. Settlement Payment.**

In exchange for the promises and obligations herein contained, Titan shall pay to Chin the total sum of EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$80,000.00) payable as follows:

- (a) \$7,684.37 less applicable payroll taxes payable to Sabrina Chin. Titan agrees that it will issue a W2 in the amount of \$7,684.37 to Chin;
- (b) \$43,544.80 payable to Sabrina Chin. Titan agrees that it will issue a 1099-MISC in the amount of \$43,544.80 to Chin;
- (c) \$28,770.83 payable to Emran Law Firm. Titan agrees that it will issue a 1099-MISC in the amount of \$28,770.83 to Emran Law Firm; and

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 Parties understand and agrees that Chin shall be solely responsible for the employee-related reporting and payment of any state, local and/or federal income tax, if any, on any of the amounts paid to Chin hereunder. Titan makes no representations as to the taxability of the settlement sum or any portion thereof.

All Settlement Payments will be mailed to Emran Law Firm, 415 Mission Street, 37<sup>th</sup> Floor, San Francisco, CA 94105 within twenty-one (21) days of the Effective Date of this Agreement ("Effective Date" is defined in Paragraph 5 of this Agreement).

Each party shall bear its own attorney fees and costs besides as stated in Paragraph 15 of the Agreement.

Counsel for Chin agree to provide counsel for Titan all W9 Forms necessary to process payment of the Settlement Amount and a fully executed Request for Dismissal of the Action *with prejudice* within two (2) days of Chin's execution of this Agreement.

2. Dismissal of Action.

Chin agrees that upon the Settlement Payments having been received by Emran Law Firm, Titan will cause to be filed a full Dismissal with Prejudice of the Complaint of the Action of all parties and all causes of action.

3. No Admission of Liability.

This Agreement is entered into in compromise of disputed claims. Chin acknowledges that the execution of this Agreement and the payment of the amounts hereunder are not and shall not be construed in any way as an admission of wrongdoing or liability on the part of the Titan or any other person or business entity. Chin further acknowledges that Titan denies all allegations of wrongdoing alleged in the Action. The Parties intend, by this Agreement, merely to avoid the expense, delay, uncertainty, and burden of litigation.

4. General Release.

In exchange and except for the consideration identified above, the Parties, and each of them, agree to the following: Chin, Chin's heirs, executors and assigns ("Chin's Releasers") agree to and hereby do absolutely, forever and fully, generally and specifically, release and discharge Titan and each of its agents, insurers, reinsurers, co-employers, associates, independent contractors, employees, employers, directors, officers, shareholders, partners, joint ventures, subsidiaries, successors or predecessor entities, estates, representatives, executors, administrators, attorneys, insurers, heirs, executors and assigns ("Titan's Releasees") from any and all claims, contentions, rights, debts, liabilities, demands, accounts, obligations, duties, promises, costs, expenses (including, but not limited to, attorneys' fees), liens, subrogation rights, indemnification rights, damages, losses, actions, and causes of action, of any kind whatsoever (hereinafter referred to as "Claims"), whether due or owing in the past, present or future and whether based upon federal, state, or local contract law, tort law, statute, or any other legal or equitable theory of recovery, and whether known or unknown, suspected or unsuspected, fixed or contingent, matured or unmatured, with respect to, pertaining to, or arising from any matters, acts, omissions, events, conduct or occurrences at any time prior to the date of this Agreement including, without limiting the generality of the foregoing provisions, any and all causes of action, Claims, or remedies referred to or based upon the facts alleged in the Complaint filed in the subject Action. Chin also agrees to indemnify and hold harmless Titan and Titan's Releasees from any action regarding the taxability of any settlement funds paid as part of this Agreement.

Chin further promises and agree that Chin will not participate, assist, or cooperate in any claims by third parties against Titan, whether before a court, arbitrator, or administrative or government agency, unless required to do so by a lawful subpoena, court order, or other law, and understands and agrees that a breach of this promise will constitute a material breach of this Agreement. Chin further promises and agrees that Chin shall not accept damages of any nature, or other equitable or legal remedies for Chin's own benefit, or attorney's fees or costs from Titan or Titan's Releasers with respect to any claim released by this Agreement, other than those which are set forth in this Agreement.

This Release includes, but is not limited to, all claims that can be lawfully released, including those claims involving: wrongful or constructive termination; gender discrimination; failure to prevent discrimination; failure to indemnify; failure to reimburse; failure to timely pay wages; failure to pay wages upon termination; failure to provide itemized wage statements; breach of contract; retaliation; assault; battery; infliction of emotional distress; cash shortages; missed meal periods; missed rest breaks; or wage and hour ordinances; failure to pay minimum wages; failure to pay overtime; all tort, statutory, contract and constitutional claims of any nature; all claims under Cal. Lab. Code §§ 2698, *et seq.*; all claims for pain and suffering; any claim under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act (29 U.S.C. Section 621 *et seq.*), the Americans with Disabilities Act, the Employee Retirement Income Security Act, the National Labor Relations Act, the Fair Labor Standards Act (Cal. Labor Code Section 2698 *et seq.*), the Family and Medical Leave Act, the California Fair Employment and Housing Act, the California Constitution, the California Family Rights Act, the California Labor Code, the California Government Code, the California Business & Professions Code, the Older Worker's Benefit Act; any claims for job injuries; or any other federal, state, or local statute or regulation; or any claim for severance pay, bonus, sick leave, holiday pay, vacation pay, stock, stock options, phantom stock, life insurance, health and medical insurance or any other fringe benefit; costs and attorneys' fees; and any other claims, whether in law or equity, which Chin asserts or could assert, at common law or under statute, rule, regulation, or order of law, whether federal, state, or local.

5. Period of Consideration/Right to Revocation.

Chin acknowledges that, before signing this Agreement, Chin has twenty-one (21) calendar days to consider it. Chin further understands that Chin may sign this Release at any time before the expiration of the 21-day consideration period and, by so doing, will waive the 21-day waiting period. Chin agrees and understands that Chin may revoke the release of Age Discrimination in Employment Act ("ADEA") claims within seven (7) days after their execution of it. Any revocation must be in writing and sent via electronic mail [rgreenspan@grsm.com](mailto:rgreenspan@grsm.com). Failure to revoke within seven (7) days will result in the entire release being permanent.

Chin further understands and acknowledges that:

- (a) This paragraph 5 of the Agreement constitutes a voluntary waiver of any and all rights and claims Chin has against Titan and Titan's Releasees as of the date of the execution of this Agreement arising under the Age Discrimination in Employment Act, 29 U.S.C. §§ 623, *et seq.*;
- (b) Chin is hereby advised in writing to consult with an attorney of her choice concerning this Agreement prior to executing it;
- (c) Chin has been afforded a period of at twenty-one (21) days to consider the terms of this Agreement, and in the event Chin should decide to execute this Agreement in fewer than twenty-one (21) days, Chin has done so with the express understanding that Chin has been given and declined the opportunity to consider this Agreement for a full twenty-one (21) days;
- (d) Chin may revoke paragraph 5 of this Agreement at any time during the seven (7) days following the date of execution of this Agreement, and this paragraph 5 of the Agreement shall not become effective or enforceable until such revocation period has expired. Chin further understands and agrees that should she not

revoke this paragraph 5 of the Agreement at any time during the seven (7) days following the date of execution of this Agreement, Chin will receive the full amount of the payment provided for in this Agreement as consideration for the release of all Chin's rights and claims addressed in this Agreement; and

- (e) Any changes to this Agreement, whether material or immaterial, do not restart the (7) days consideration period.

The Parties also agree Titan is authorized to file a Stipulation and Order dismissing Chin's Thirteenth Cause of Action under PAGA pursuant to this Agreement. Chin understands that this Agreement does not become effective until either seven (7) calendars days after Chin executes this Agreement, provides all necessary W-9 Forms to process payment of the Settlement Amount, and provides a fully executed Request for Dismissal for Titan's counsel to hold in trust OR the date the Court signs the Stipulation and Order dismissing Chin's Thirteenth Cause of Action under PAGA, whichever is later (the "Effective Date").

6. Waiver of Civil Code Section 1542.

The Parties hereby waive any and all rights or benefits under Section 1542 of the Civil Code of the State of California, which provides that:

**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.**

The Parties hereby represent and warrant that they understand the effect of this waiver, and Code section, and that they were offered the opportunity to seek legal counsel for advice concerning this Agreement.

7. Release of Unknown Claims.

The Parties acknowledge that they may hereafter discover Claims and/or facts now unknown or unsuspected that existed as of the date this Agreement is executed, which are in addition to, or different from, those which the Parties now know or believe to be true with respect to the subject matter of this Agreement. Nevertheless, the Parties intend by this Agreement to release fully, finally, and forever all Claims released hereby. Accordingly, this Agreement shall remain in full force as a complete release of such Claims notwithstanding the discovery or existence of any such additional or different Claims and/or facts before or after the date of this Agreement.

8. Representation and Warranty by Releasing Parties.

Chin represents and warrants to the Titan Releasees that she: (i) is the lawful owners of all claims released here, (ii) has all necessary power and authority to make such release, including any necessary consent or approval from any person and including the absence of any duty or obligation that would prevent, or be put in breach or default by, such release, and (iii) has not heretofore transferred or attempted to transfer all or any part of any such thing released in any manner whatsoever, including by way of subrogation or operation of law. Chin shall indemnify and hold harmless her Releasees, and each of them, with respect to any liability, cost, expense, or claim with respect to, pertaining to, or arising from any assertion of any such

obligation or transfer or lack of such power or authority including, but not limited to, reasonable attorneys' fees and costs. Chin represents and warrants further to her Releasees and each of them, that this Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of their Releasees or any other person or entity whatsoever. Chin represents that she has consulted with and been advised by their counsel of record in the Action with regard to this Agreement.

9. Confidentiality.

Chin agrees that she shall not disclose the fact of or the amount of this settlement, the terms and contents of this Agreement, and the negotiations leading thereto. She agrees to not disclose the fact of or the amount of this settlement, the terms and contents of this Agreement, and the negotiations leading thereto to any current or former employees of the Titan. Accordingly, Notwithstanding this Paragraph, Chin may disclose the terms of this Agreement as follows:

- (a) in response to an order, disclosure requirement, or subpoena of a court of competent jurisdiction;
- (b) in response to any inquiry or order issued by a governmental agency;
- (c) in response to a request from the California State Bar;
- (d) to the extent necessary to report income to appropriate taxing authorities, and in other related dealings with taxing authorities; and
- (e) to her legal, tax and financial advisors,
- (f) to her spouse (if any),
- (g) in any action or proceeding brought to enforce this agreement.

In the event of an unsolicited inquiry, Chin or her attorneys may choose not to respond or may respond only by stating, "I have no comment," or "The matter has been resolved." No other response (whether by words, gesture, expression, or otherwise) may be made to any such inquiries, including any follow-up inquiries.

In the event of a breach, the prevailing party shall be entitled to recover his/her reasonable attorney fees and costs in an action to enforce this provision. The prevailing party in any such action shall also be entitled to Liquidated Damages of \$3,000.00 per proven breach of this provision.

The Parties specifically agree that they will not waive attorney client privilege in order to allow their counsel to disclose any of the terms of this Agreement or its existence.

10. Non-Disparagement.

Chin agrees not to make any disparaging remarks about Titan, whether written or oral (including electronic communication in any form) or Titan's officers, directors, and management team including, but not limited to, Michael Alfaro and Deborah Arbasetti.

11. Neutral Reference.

In response to a written or verbal employment verification and/or reference inquiry on behalf of Chin from a prospective employer, Titan will direct any such prospective employer to the appropriate Human Resources employee, who will provide a “neutral” reference by confirming Chin’s employment with Titan and providing Chin’s job title and dates of employment only.

12. Binding Effect.

This Agreement and all documents referred to herein shall bind and inure to the benefit of each of the Parties hereto and the Releasees.

13. Additional Representations and Warranties of the Parties.

The Parties, and each of them, further represent and warrant to each other that:

- (a) **Understanding of Agreement.** The Parties understand and agree to this Agreement and the terms and conditions contained herein and, in the documents, referred to herein, and have relied upon their own judgment, belief, knowledge, understanding and expertise concerning the legal effect of this Agreement;
- (b) **Voluntary Resolution.** The Parties enter into this Agreement and the documents referred to herein, knowingly and voluntarily, in the total absence of any fraud, mistake, duress, coercion, or undue influence and after careful thought and reflection upon this Agreement and the documents referred to herein; and accordingly, by signing this document and the documents referred to herein, they signify full understanding, agreement and acceptance.
- (c) **Investigation of Facts.** The Parties have investigated the facts pertaining to this Agreement and all matters pertaining thereto as deemed necessary.
- (d) **Parties’ Representations & Warranties.** The Parties have not commenced or prosecuted, and will not commence or prosecute, any other action or proceeding for recovery of damages or for any form of equitable relief, declaratory relief or any other form of action or proceeding or arbitration against any Party or other person based upon the Claims released in this Agreement including, but not limited to, the Claims that are the subject of the Action. This Agreement shall constitute a judicial bar to the institution of any such action or proceeding or any assignment thereof.
- (e) **Medicare Representations:** Settlement is contingent on Chin’s compliance with Section 111 of the Medicare, Medicaid, and SCHIP Extension Act. This Agreement is based upon a good faith determination of the Parties to resolve a disputed claim and the Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. Section 1395y(b). The Parties resolved this matter in compliance with both state and federal law. The Parties made every effort to adequately protect Medicare’s interest and incorporate such into the settlement terms where applicable. Medicare information, including Chin’s full address, Social Security Number, date of birth and gender were provided to counsel for Titan by Chin, and such information shall be held in confidence by counsel and shall be provided only to The Center for Medicare and Medicaid Services as necessary. Further, Chin represents and warrants that she has no

current Claim for Social Security Disability benefits nor are they appealing or re-filing for Social Security Disability benefits. Chin agrees to indemnify and hold Titan and Titan's Releasees harmless from any Claims of, or right of recovery as a result of any future payment which may be made by Medicare or any other entity for or on behalf of Chin for such future care. Chin agrees to hold harmless Titan and Titan's Releasees for any loss of Medicare benefits or Social Security benefits Chin may sustain as a result of this Agreement. In addition, Chin agrees to release as part of this Agreement any right to bring any possible future action under Medicare Secondary Payer Statute against Titan. Chin has been apprised of their right to seek assistance from legal counsel of their choosing or directly from Social Security Administration or other government agencies regarding the impact this Agreement may have on Chin's current or future entitlement to Social Security or other governmental benefits. Chin acknowledges that acceptance of the Settlement Amount may affect Chin's rights to other governmental benefits, insurance benefits, disability benefits, or pension benefits. Notwithstanding this possibility, Chin desires to enter into this Agreement to settle her claims against the Released Parties according to the terms set forth in this Agreement.

14. Ambiguities or Uncertainties.

This Agreement and the documents referred to herein, and any ambiguities or uncertainties herein or therein, shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this document or the documents referred to herein, on the express understanding and agreement that the Parties participated equally in the negotiation and preparation of the Agreement and the documents referred to herein, or have had equal opportunity to do so and to consult with counsel of their choice. Accordingly, Chin waives the benefit of California Civil Code § 1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

15. Attorneys' Fees to Prevailing Party.

In the event of a breach of any provision of this Agreement, any Party may institute an action specifically to enforce any term or terms of this Agreement, the unsuccessful party to the Litigation shall pay to the prevailing party, in addition to any other relief that may be granted, all reasonable costs and expenses of the Litigation, including without limitation, the prevailing party's reasonable attorneys' fees and expenses, as awarded by any court of law.

16. California Law; Construction.

This Agreement and the documents referred to herein, shall be governed by and construed and interpreted in accordance with, the laws of the State of California. In the language of this document and the documents referred to herein, the singular and plural numbers, and the masculine, feminine and neuter genders, shall each be deemed to include all others, and the word "person" shall be deemed to include corporations and every other entity, as the context may require.

17. Severability.

In the event that any provision of this Agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.

18. Multiple Counterparts; Execution by Facsimile Or PDF.

This Agreement and any document referred to herein, may be executed in any number of counterparts, each of which may be deemed an original and all of which together shall constitute a single instrument. Any Party may execute and/or deliver this Agreement by facsimile or PDF.

19. Waiver, Modification and Amendment.

No breach of this Agreement or of any provision herein can be waived except by an express written waiver executed by the Party waiving such breach. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or other provisions of this Agreement. This Agreement may be amended, altered, modified or otherwise changed in any respect or particular only by a writing duly executed by the Parties hereto or their authorized representatives.

20. Enforceability.

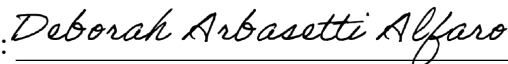
The Parties specifically agree that (i) this Agreement is admissible as evidence and subject to disclosure in enforcement proceedings; (ii) this Agreement is binding and enforceable; (iii) all the material terms of the settlement agreement are set forth herein; (iv) this Agreement is enforceable under California Code of Civil Procedure section 664.6 and the San Francisco County Superior Court, upon motion of either party, may enter judgment pursuant to the terms hereof; (v) neither party shall oppose a motion under California Code of Civil Procedure section 664.6 to enter judgment pursuant to the terms of this settlement agreement on the grounds that this Agreement is confidential or otherwise privileged; and (vi) all Parties specifically waive any confidentiality privilege that may apply to this Agreement solely for purposes of its enforcement in a Court of law. The Parties agree and jointly request that the Court presiding over the Action retain continuing jurisdiction over the Parties to enforce the terms of this Agreement and carry its provisions into effect.

Having read, understood, and agreed to the foregoing terms and conditions, the Parties hereby voluntarily execute this Agreement by placing their signatures below.

Dated: February 7, 2025

By:   
SABRINA CHIN, Plaintiff

Date: February 10, 2025

By:   
TITAN MANAGEMENT GROUP, LLC  
Name: Deborah Arbasetti Alfaro  
Title: Director of Operations