

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

This Confidential Settlement Agreement and General Release (hereinafter “Agreement”) is made and entered into by and between Randy Muniz (“Muniz”), on the one hand, and Kalaveras LH, Inc. (the “Company”) on the other hand (collectively the “Parties”).

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL CLAIMS KNOWN AND UNKNOWN.

I. RECITALS

A. On or about June 27, 2024, Muniz filed a civil lawsuit against the Company and Isaías Ocampo Brito in the Superior Court of the State of California, County of Los Angeles, Case No. 24STCV16194 (the “Lawsuit”), which alleged various claims arising out of and related to Muniz’s employment with the Company.

B. The Parties hereto desire to settle fully and finally, among other things, all claims that Muniz has or may have, both known and unknown, against the Company and Isaías Ocampo Brito, including, but not limited to those claims alleged in the Lawsuit, and any claims that may have arisen out of Muniz’s work for the Company.

C. Muniz acknowledges that the terms of the settlement herein, together with the execution of the Agreement, are the result of compromise and negotiations between the Parties, and that this Agreement is entered into in good faith.

II. AGREEMENT

In consideration of the promises and covenants below, including, but not limited to, the General Release of Claims, and for other good and valuable consideration as set forth in this Agreement, Muniz and the Company agree as follows:

1. Consideration

(a) As consideration for signing this Agreement, the release of all claims contained herein, and compliance with the promises made herein, the Company agrees to pay to Muniz the total amount of \$6,000 (Six Thousand Dollars) (“Settlement Sum”) as follows:

i. \$1,000 (One Thousand Dollars) shall be made payable to Muniz as wage-based compensatory damages, for which a W-2 shall be issued;

ii. \$5,000 (Five Thousand Dollars) shall be made payable to LOYR, APC Client Trust Account, for non-wage damages, penalties, attorney’s fees, and costs, for which a 1099 shall be issued;

(b) Muniz agrees that the Settlement Sum is adequate consideration for the promises and releases in this Agreement, and that he is not entitled to receive, and will not claim, any other right, benefit, expense or compensation and expressly waives any such claim.

(c) Muniz and the Company agree that no part of any payments by the Company pursuant to this Agreement constitutes a fine or penalty paid to a government under any law or a payment to a government to settle any actual or potential liability for a punitive fine or penalty under any law.

(d) The Company shall provide the consideration identified in this paragraph 1 within Twenty-One (21) days of the latest of: (1) the Company's counsel's receipt of this Agreement appropriately signed and dated by Muniz; and (2) the Company's counsel's receipt of fully-executed tax forms for all individuals/entities receiving checks. None of the benefits set forth in this paragraph will become due or payable until the Company has received from Muniz all of the items described in this paragraph.

(e) The Settlement Sum shall be inclusive of all claims for alleged lost wages, personal injuries, emotional distress damages, attorneys' fees, costs, expenses, and all other alleged damages. The Parties hereto further agree that the mutual promises and consideration provided herein, including without limitation the releases provided below, are adequate, valid and enforceable, and that neither party shall hereafter contend that the promises and/or consideration provided herein are not adequate, valid and/or enforceable.

(f) In paying the amount specified in this paragraph 1, the Company makes no representation regarding the tax consequences or liability arising from said payment. Muniz shall be responsible for the payment of taxes, if any, in connection with the consideration described in this Paragraph above except for those of which an employer is solely responsible. Muniz understands and agrees that neither the Company nor any Releasee (as defined below) has any duty to defend against any claim of deficiency, nor any obligation to appeal any such determination, and Muniz agrees to cooperate fully in the defense of any such claim which is brought against the Company or any Releasee.

2. No Prior Entitlement to Consideration

Muniz represents and affirms that he has been paid and/or received all leave (paid or unpaid), compensation, wages, bonuses, commissions, and/or benefits to which he may be entitled and that no other leave (paid or unpaid), compensation, wages, bonuses, commissions, and/or benefits are due Muniz, except as provided for in this Agreement. Muniz represents and affirms that he has reported all work-related injuries suffered during employment and any and all concerns regarding suspected ethical and compliance issues or violations on the part of the Company or any released person or entity.

Muniz acknowledges that he enters into the promises and executes the releases described in Paragraph 5, in exchange for the consideration described in Paragraph 1, and that he would not otherwise be entitled to such consideration but for his promises and execution of this Agreement and the grant of releases. Muniz represents and agrees that, other than the consideration provided for by virtue of the terms of this Agreement, he is not entitled to any other payment or benefit from the Company or any Releasee, and will not claim any such other payment, benefit, or consideration.

3. Mutual Waiver of Attorneys' Fees and Costs

Muniz and the Company shall bear their own attorneys' fees and costs in connection with Muniz's alleged claims, and neither shall seek to recover from the other such attorneys' fees or costs.

4. Consultation With Counsel

Muniz represents that he has discussed all aspects of this Agreement with his attorneys to the extent that he desires; that he has carefully read and fully understands the scope and effect of all of the provisions of this Agreement; that he has been advised that he may take reasonable time for the full consideration of it; that he fully understands that this Agreement releases all of his claims, both known and unknown, against the Company and the Releasees, as defined below, and each of them; that he is voluntarily entering into this Agreement; and that he has the capacity to enter into this Agreement.

5. Release of Liability

Upon execution and effectuation of this Agreement, Muniz hereby releases and forever discharges Isaias Ocampo Brito and the Company and each of his or its current and former divisions, affiliates, subsidiaries, operating companies, parent companies, and the respective officers, directors, employees, supervisors, managers, insurers, reinsurers, attorneys, agents, representatives, predecessors, successors, assigns, affiliates, and anyone or thing acting on the behalf of each of them (collectively, the "Releasees") from any and all causes of action, lawsuits, proceedings, complaints, charges, debts, contracts, judgments, damages, claims, and attorneys' fees against the Releasees, whether known or unknown, which Muniz ever had, now has, or which Muniz or Muniz's heirs, executors, administrators, successors or assigns may have prior to the date this Agreement is signed by Muniz, including, without limitation, those due to any matter whatsoever relating to Muniz's employment, compensation, benefits, and/or termination of Muniz's employment with the Company or any of the Releasees (collectively, the "Released Claims"). The Released Claims include, but are not limited to, any claim that any of the Releasees violated Title VII of the Civil Rights Act of 1964, Sections 1981 through 1988 of Title 42 of the United States Code, the Employee Retirement Income Security Act, the Immigration Reform and Control Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act (including, without limitation, the Older Workers' Benefit Protection Act), Sections 503 and 504 of the Rehabilitation Act of 1973, the Equal Pay Act, the Fair Credit Reporting Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, Executive Order 11246, the federal Workers Adjustment and Retraining Notification Act and/or the Sarbanes-Oxley Act of 2002, Public Law 107-204, including whistleblowing claims under 18 U.S.C. §§ 1514A and 1513(e), the Genetic Information Nondiscrimination Act of 2008; any claim that any of the Releasees violated any other federal, state, or local statute, law, regulation, or ordinance; any claim of unlawful discrimination of any kind; any public policy, contract, tort, or common law claim; and any claim for costs, fees, or other expenses including attorneys' fees incurred in these matters. Muniz specifically understands that this general release of claims includes, without limitation, a release of all of Muniz's claims arising out of the allegations raised in the Lawsuit, and any claims by Muniz under the following laws: the California Fair Employment and Housing Act, the California Family Rights Act, the California

Civil, Government, and Health & Safety Codes, the California Labor Code, the California Wage Orders, the California Whistleblower Protections Law, the California Occupational Safety and Health Law, and includes any claims for waiting time penalties or any other types of penalties.

Notwithstanding the above, nothing in this Agreement is intended to waive claims and alleged damages or compensation: (i) for unemployment or workers' compensation benefits, except for increased benefits pursuant to California Labor Code Section 132(a), which Muniz hereby releases with prejudice as consideration for signing this Agreement; (ii) for vested rights, if any, under ERISA-covered employee benefit plans as applicable on the date Muniz signs this Agreement; or (iii) which cannot be released by private agreement.

The Parties agree that Muniz has released all of his individual claims in the Lawsuit and that Muniz is prohibited from sustaining a representative action under PAGA pursuant to his claims in the Lawsuit. Further, the Parties agree that this Agreement prohibits Muniz from being a PAGA Representative or recovering as an aggrieved employee in connection with any claims that arose prior to the date of execution of this Agreement.

6. Knowing and Voluntary Waiver

The foregoing release shall be construed in the broadest sense possible and shall be effective as a prohibition to all claims, charges, actions, suits, demands, obligations, damages, injuries, liabilities, losses, and causes of action of every character, nature, kind or description, known or unknown, and suspected or unsuspected that Muniz may have against the Releasees. Muniz expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance of such specific waiver of 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.”

For the purpose of implementing a full and complete release and discharge of the Company and the Releasees, Muniz expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all claims of which Muniz does not know or suspect to exist in his favor against the Company and any of the Releasees, at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claim or claims. Nothing in this Agreement is intended to waive or release any claim or potential claim that cannot be waived or released under applicable California or federal law.

7. Dismissal of Lawsuit

Within five (5) calendar days of receiving the Settlement Sum, Muniz shall dismiss the entire Lawsuit with prejudice.

8. No Other Claims

Muniz agrees that he will not pursue against the Company or any Releasee, the Released Claims, or any claims arising out of or relating to Muniz's work at the Company up to the time of signing of this document, including but not limited to, those claims that have been or could have been asserted with the Lawsuit and those claims that could have been asserted in any other claim or complaint both as an individual or class basis in any other forum. Muniz hereby opts out of, releases and waives any right to pursue any claims or complaints arising out of or relating to his employment with the Company, as a class, collective action, or PAGA representative plaintiff.

Muniz further represents and warrants that he has not filed or initiated any complaints, charges, lawsuits, or proceedings of any kind against the Company or any Releasee with any governmental agency or any court, other than the Lawsuit. Muniz further represents and warrants that he is not aware of any injury, grievance, or other ground for such claim, charge, lawsuit or proceeding against the Company or any Releasee.

Muniz agrees that if any agency or court assumes jurisdiction of any complaint, charge, lawsuit, appeal or proceeding of any kind against the Company or any Releasee on his behalf regarding matters released in this Agreement, Muniz will immediately notify such agency or court that he waives his right to recover monetary damages, compensation or other individual relief in any charge, complaint or lawsuit filed by him or by anyone else on his behalf. If necessary, Muniz will advise the agency or court of the existence of this Agreement, but will not voluntarily offer information regarding the terms of the Agreement.

9. Right to Engage in Protected Activity

Nothing in this Agreement prevents Muniz from filing a charge or complaint with, from participating in an investigation or proceeding conducted by, providing information to, or otherwise assisting the EEOC, NLRB, SEC, or any other federal, state or local agency charged with the enforcement of any laws, or from exercising rights under Section 7 of the NLRA to engage in joint activity with other employees, although by signing this Agreement Muniz is waiving rights to individual relief (including front pay, back pay, reinstatement or other legal or equitable relief) based on claims asserted in such a charge or complaint or other proceeding brought by Muniz or on Muniz's behalf by any third party, except for any right Muniz may have to receive a payment from a government agency (and not the Company) for information provided to the government agency. Furthermore, nothing in this Agreement limits or affects Muniz's right to disclose or discuss sexual harassment or sexual assault disputes. If any terms or provisions of this Agreement are determined by a court, administrative agency, arbitrator, or the NLRB to interfere with or violate Muniz's rights under Section 7 of the NLRA, or any rights referenced in this Paragraph, then the terms or provisions of the Agreement determined to be in violation of such rights shall be severed from the Agreement, and all other terms and provisions of the Agreement shall remain enforceable and in full force and effect.

10. No Further Representations

Muniz represents and acknowledges that in executing this Agreement, he does not rely and has not relied upon any representation or statement not set forth in this Agreement made by the Company, the Releasees, or by any of their agents, representatives, or attorneys with regard to the subject matter, basis or effect of this Agreement.

11. Confidentiality

Muniz agrees that, with the exception of any civil judicial action where disclosure of this Agreement is ordered by the court, or where disclosure is compelled by law or government audit, or in any workers' compensation proceeding in which disclosure is either necessary or required, he has and will keep the nature, terms, amount and existence of this Agreement and the Settlement Sum strictly confidential, and that he has not already disclosed, discussed, or revealed and will not hereafter disclose, discuss, or reveal any information concerning the nature, terms and existence of this Agreement or the Settlement Sum to any other person, entity, or organization, except that Muniz may disclose this information to his spouse or domestic partner, personal legal counsel, and professional accountant or tax advisor, all of whom will be bound by this confidentiality provision; Muniz may make such disclosure only if he beforehand advises such person(s) of this confidentiality provision and the fact that they are bound by it as well. Muniz is to advise the Company of any request or demand for disclosure in any civil judicial action immediately upon learning of it so that the Company will be afforded a full opportunity to intervene, to object and to take any other action necessary to protect the confidentiality of this Agreement and the confidential Settlement Sum.

In response to any inquiries about the status of Muniz's alleged claims against the Company and their resolution, Muniz may only say, "The matter has been resolved." No person bound by this confidentiality term may characterize the resolution of this matter in any other way.

Nothing herein shall prevent Muniz from providing truthful information and testimony (a) to government authorities; (b) in any legal proceedings; (c) or as otherwise required by law (including, specifically, the provisions of California Code of Civil Procedure section 1001). As permitted by California Code of Civil Procedure section 1001(e), this confidentiality provision precludes Muniz from disclosing the confidential Settlement Sum, except as specifically allowed under paragraph 7(a) above.

12. Binding Effect

This Agreement shall be binding upon all Parties, and shall inure to the benefit of the respective assigns and successors in interest of the Parties, and each of them.

13. No Assignment of Claims

Muniz represents and warrants that he has not assigned or otherwise transferred or subrogated, or purported to assign, transfer or subrogate, to any person or entity, any claim or portion thereof, or interest therein he may have, against the Company or any Releasee. Muniz agrees to indemnify, defend, and hold the Company and the Releasees harmless from and against

any and all liability, loss, demands, claims, damages, costs, expenses or attorneys' fees incurred by the Company or the Releasees as the result of any person or entity asserting any such right, assignment, transfer or subrogation.

14. Severability

All provisions of this Agreement are severable. To the extent that either party to this Agreement claims, asserts or establishes through legal challenge that any term or terms of this Agreement are not legally enforceable or valid, then to the extent that this Agreement provides specific consideration for such allegedly unenforceable or invalid term, such consideration shall be tendered and returned in full to the party who tendered such consideration.

15. Final Agreement

The Parties understand that this Agreement (and all of its terms) is final and binding when it is executed, and further agree not to challenge or object to its enforceability, or the enforceability of any of its terms, thereafter.

16. Joint Participation in Preparation of Agreement

Each party has had the opportunity to revise, comment upon and redraft this Agreement. Accordingly, it is agreed that no rule of construction shall apply against any party or in favor of any party. This Agreement shall be construed as if the Parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

17. Further Acts

The parties, without further consideration, shall execute and deliver such other documents and take such other action as may be necessary to achieve the objectives of this Agreement.

18. Governing Law

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

19. Counterparts

This Agreement may be executed in counterparts, all of which, taken together, shall be deemed one original.

20. Non-Admission of Liability

This Agreement is entered into in compromise of disputed claims. Muniz acknowledges that the execution of this Agreement and the payment of consideration hereunder are not and shall not be construed in any way as an admission of wrongdoing or liability on the part of the Company, the Released Parties, or any other person or business entity. Muniz further acknowledges that the Company denies all allegations of wrongdoing alleged by Muniz. By this

Agreement, the Parties intend merely to avoid the expense, delay, uncertainty, and burden of litigation.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL CLAIMS KNOWN AND UNKNOWN.

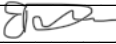
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as follows:

RANDY MUNIZ


Randy Muniz (Sep 27, 2024 16:51 PDT)

Date: 09/27/2024

KALAVERAS LH, INC.

By: 

Title: **Director**

Date: 10/08/24

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