

CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT

This Confidential Settlement and Release Agreement ("**Agreement**") is entered into by and between Arthur Seals ("**Seals**" or "**Plaintiff**"), and LifeMoves ("**LifeMoves**" or the "**Company**") (together, the "**Parties**").

RECITALS

WHEREAS, on August 22, 2024, Seals filed an action entitled *Arthur Seals v. LifeMoves*, Case No. 24CV445868, in the Superior Court of the State of California for the County of Santa Clara, asserting the following claims: Representative Action Complaint for Penalties Pursuant to Labor Code § 2699(F) for Violations of Labor Code §§ 201, 202, 226(A), 226.7, 227.3, 246, 510, 512, 1194, and 2802 and Pursuant to Labor Code § 2699(A) for Violations of Labor Code §§ 226.3 and 558. On September 12, 2024, Plaintiff filed a First Amended Complaint.

WHEREAS, LifeMoves has denied and disputed the claims contained in the Action; and

WHEREAS, the Parties have now fully and finally settled all issues, differences, and claims, whether potential or actual, between them, including, but not limited to, any claims that might arise out of Seals's hiring at the Company, employment with the Company, or Seals's separation from the Company.

AGREEMENT

THEREFORE, in consideration of the mutual releases and covenants in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

1. Effective Date. The "**Effective Date**" of this Agreement shall be the date that this Agreement is fully executed by Seals.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

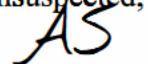
2.5 Within *five (5) business days* of LifeMoves' counsel having received confirmation from Seals's counsel of receipt of the full Settlement Payment, LifeMoves shall file the executed Stipulation and [Proposed] Ordered for Request for Dismissal of Individual Claims with Prejudice and Representative PAGA claims without Prejudice and Supporting Declaration of Evan S. Gaines.

2.6 By signing this Agreement, Seals hereby authorizes his attorney to execute and file the Stipulation and [Proposed] Ordered for Request for Dismissal of Individual Claims with Prejudice and Representative PAGA claims without Prejudice, and authorizes his attorney to transmit those forms to LifeMoves' s Counsel. In the event the Court does not approve Stipulation and [Proposed] Ordered for Request for Dismissal of Individual Claims with Prejudice and Representative PAGA claims without Prejudice, the Parties agree to cooperate regarding an alternate request to the Court to effectuate the same result as stated in this Agreement.

3. Taxes. Seals shall pay in full and be solely responsible for all taxes, interest or penalties relating to the Settlement Amount. Seals is not relying on any representations of the Company or its attorneys with respect to tax consequences of the Settlement Amount and further agrees to indemnify and hold harmless the Company and the Released Parties (defined below) from any claims related to or arising from his failure to pay taxes or the withholding on, designation and apportionment of the Settlement Amount.

4. Payment of Wages. Seals acknowledges and represents that the Company has separately and previously paid all salary, wages, penalties, bonuses, accrued vacation/paid time off, costs/expenses, interest, severance, fees, commissions, and any and all other benefits and compensation due to Seals.

5. Release by Seals. Seals intends to settle any and all claims that he has or may have against LifeMoves and its affiliated companies. Therefore, in consideration for the promises and the Settlement Amount set forth above, Seals, on behalf of himself, successors, heirs, and assigns, hereby forever relieves, releases, and discharges LifeMoves , and its past or present parent, subsidiary, affiliate and related companies, their past, present and future board of directors, boards, owners, investors, founders, officers, directors, contractors, trustees, agents, insurers, administrators, shareholders, representatives, successors, assigns, and employees, and any entity owned by or affiliated with any of the above (collectively, the "**Released Parties**"), from, and covenants not to sue any of the Released Parties for, any and all claims, damages, actions, and causes of action, of whatever kind or nature, including but not limited to any statutory, civil, administrative, or common law claims, whether known or unknown, suspected or unsuspected,


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fixed or contingent, apparent or concealed, arising out of any act or omission occurring before the Effective Date, including but not limited to any claims which were or could have been alleged as set forth in the Action; any claims based on, arising out of, or related to Seals's employment or other relationship with any Released Party; any claims for physical or emotional injuries; claims for violation of federal, state or local laws that prohibit harassment, discrimination, or retaliation on the basis of race, national origin, religion, gender, age, marital status, bankruptcy status, disability, perceived disability, ancestry, sexual orientation, family and medical leave, or any other form of harassment, discrimination, or retaliation or related causes of action; statutory or common law claims of any kind, including but not limited to those arising under:

5.1. Title VII of the Civil Rights Act of 1964, the Americans with Disability Act of 1990, as amended, the Family and Medical Leave Act (29 U.S.C. § 2601 *et seq.*), the California Family Rights Act (Cal. Govt. Code § 12945.2 *et seq.*), the California Fair Employment and Housing Act (Cal. Govt. Code § 12900 *et seq.*), the California Healthy Workplaces, Healthy Families Act (Cal. Labor Code § 245 *et seq.*), and the California Kin Care Law (Cal. Labor Code § 233 *et seq.*);

5.2. Any statutory provision regarding harassment/retaliation/discrimination including retaliation prohibited by Labor Code §§ 1102.5, 232.5, and 132(a), the Occupational Safety and Health Act, as amended, the Sarbanes-Oxley Act of 2002 and all claims under the California Government Code;

5.3. Contract, tort, and property rights, breach of contract, breach of implied-in-fact contract, breach of the implied covenant of good faith and fair dealing, tortious interference with contract or current or prospective economic advantage, fraud, deceit, invasion of privacy, unfair competition, misrepresentation, defamation, wrongful termination, tortious infliction of emotional distress (whether intentional or negligent), breach of fiduciary duty, violation of public policy, or any other common law claim of any kind whatsoever;

5.4. Any claim for damages or declaratory or injunctive relief of any kind;

5.5. Any common law claims whatsoever, claims for equity, stock options or any other benefits; and

5.6. Any amounts allegedly due as wages, benefits, sick or COVID pay, penalties, interest or damages and all claims under the California Labor Code and Wage Order as a result of an employment relationship with any of the Released Parties.

Seals acknowledges that the release of claims herein deprives him of standing to pursue any claim as an aggrieved employee under the California Private Attorneys General Act ("PAGA") or as a class or collective representative in any class or collective action against any Released Parties from all claims and damages, known and unknown, including those which exist or can arise out of his alleged employment with Company to the extent permitted by law. Seals avers that he lacks standing to bring any representative action under PAGA to the extent permitted by law. Seals further avers that he is not an "aggrieved employee" as defined under Labor Code Section 2699(c), and therefore, Seals agrees that he cannot maintain any action, present or future, under PAGA, to

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the extent permitted by law. Seals shall still be entitled to receive payment as a class member of any Class Action settlement in connection with his employment with the Company.

Seals agrees not to institute or participate in any administrative proceeding, suit, or action, at law or in equity, against the Released Parties arising out of or relating to any claim released in this Agreement. Seals agrees to take all actions necessary to cause any pending proceeding, suit, or action relating to any claims released by this Agreement to be promptly dismissed in its entirety with prejudice and without costs or fees.

Nothing in this Agreement is intended to waive claims for: (i) workers' compensation, (ii) unemployment insurance benefits, (iii) Consolidated Omnibus Budget Reconciliation Act ("COBRA") benefits, (iv) vested rights under ERISA-covered employee benefit plans as applicable on the date Seals signs this Agreement, or (v) those matters which cannot be released by private agreement.

This Agreement does NOT reduce or compromise any claims by putative class members, LWDA, or aggrieved employees. This Agreement and the contemplated dismissal with prejudice of Seals's individual claims is expressly limited and only applies to Seals himself and Seals's individual claims, including all individual claims alleged or that could have been alleged by Seals in the Action and released herein. This Agreement is not intended to, and does not operate to limit, reduce, or compromise any claims, causes of action, or damages allegedly held by or suffered by any putative class members, or by any person or entity other than Seals himself.

Seals understands that nothing contained in this Agreement, including but not limited to this Section 5, will be interpreted to prevent Seals from filing a charge with the Equal Employment Opportunity Commission ("EEOC") or any other governmental agency, or from participating in or cooperating with an EEOC or other governmental agency investigation or proceeding. However, Seals agrees he is waiving the right to monetary damages or other individual legal or equitable relief awarded as a result of any such filing.

Seals further acknowledges and agrees that he does not have any unreported workplace injuries for which he intends to file a workers' compensation claim against LifeMoves or any Released Party.

6. Waiver of Section 1542 of the California Civil Code. Seals expressly waives any and all rights and benefits conferred upon him by Section 1542 of the California Civil Code, which 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.

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Accordingly, Seals knowingly, voluntarily and expressly waives any rights and benefits arising under Section 1542 of the California Civil Code and any other statute or principle of similar effect.

7. Mutual Confidentiality. In consideration of the promises set forth in this Agreement, Seals and the Company agree not to reveal, disclose, or communicate to any person, organization, media source or any other entity the terms of the Agreement, including the Settlement Amount and consideration paid hereunder, except to either party's spouse (if applicable), attorney, tax consultant, accountant, state and federal tax authorities, or as required by law. Any spouse, partner, attorneys, tax consultant, and accountant, agents and representatives agree to keep the terms of this Agreement confidential. The parties agree that prior to disclosing such information under this Section, they will inform the recipients that they are bound by the limitations of this Section, and subsequent disclosure of such information by any such recipients shall be deemed to be a disclosure by that party in breach of this Agreement. Each party agrees that, if asked regarding this Agreement, Seals may state that the matter has been resolved. If an action is instituted to enforce the terms of this Agreement, disclosure of this Agreement will not constitute a breach of confidentiality of this Agreement. The parties agree that to the extent this Agreement must be disclosed to the Court in connection with Plaintiff's Requests for Dismissal, referenced above, both parties will cooperate in seeking approval to file this Agreement under seal. In the event either party breaches this Section 7 of the Agreement, [REDACTED]

8. Non-Disparagement. Seals agrees and covenants that he will not make, publish, or communicate defamatory or disparaging remarks, comments, or statements concerning any of Company's products or services in any public forum. Seals agrees and covenants that he shall not at any time make, publish, or communicate to any person or entity or in any public forum any maliciously false, defamatory, or disparaging remarks, comments, or statements concerning Company or its businesses, or any of its employees, officers, or directors, now or at any time in the future. The forgoing provision does not prohibit Seals from disclosing factual information relating to any matters covered under Cal. Code Civ. Proc. 1001(a).

9. Notice. Written notices pursuant to this Agreement shall be directed, via overnight mail or personal delivery, as follows:

If to LifeMoves:

If to Seals:

Arthur Seals
c/o Gaines Law Corporation
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362

With a copy to:

Nisha Verma
Hannah Green
Dorsey & Whitney LLP
600 Anton Boulevard, Suite 2000
Costa Mesa, California 92626

With a copy to:

Evan S. Gaines
Gaines Law Corporation
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362

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10. Return of Property. Seals represents that he has returned, and has not retained in any form or format, all of the Company's documents, data, and other property in his possession or control. The Company's "documents, data, and other property" includes, without limitation, any computers, cell phones, access cards, keys, reports, manuals, records, product samples, inventory, correspondence and/or other documents or materials related to Company's business that Seals has compiled, generated or received while working for LifeMoves , including all copies, computer data, or records of such material.

11. No Allegations of Sexual Harassment or Abuse. By signing this Agreement, Seals expressly acknowledges and agrees that he has not reported or otherwise notified the Company of any allegations or claims of sexual harassment or abuse by any employee of the Company or by any third party against Seals or other employee of the Company, other than any matters alleged in the Action.

12. Medicare. Seals was not nor has he ever been a Medicare beneficiary. Seals is not currently receiving Social Security Disability benefits. Seals has not applied for Social Security Disability Benefits. Seals understands that the Medicare Secondary Payer Act (42 U.S.C. § 1395y(b)) (the "Act") applies to any personal injury settlement involving a Medicare beneficiary. As part of the Act, Seals has an obligation to verify entitlement and resolve conditional payment, and the Company has an obligation to report. Medicare has made no conditional payments for any medical expense or prescription expense related to his potential claims. As part of this settlement, Seals agrees to indemnify, defend, and hold the Released Parties harmless against and from any such Medicare reimbursement claims.

13. Medicaid. Seals represents that he is not, nor has he ever been, a Medicaid recipient. Medicaid has not made any payment for any medical expense or prescription expense related to his potential claims. As part of this settlement, Seals agrees to indemnify, defend, and hold the Released Parties harmless against and from any such Medicaid reimbursement claims.

14. Costs and Fees. Each party shall bear its own respective costs and fees, including attorneys' fees.

15. Choice of Law. The Parties agree that this Agreement will be governed by the laws of the State of California without regard to conflicts of law principles.

16. Mistakes in Fact; Voluntary Consent. Seals expressly and knowingly acknowledges that, after the execution of this Agreement, he may discover facts different from or in addition to those that he now knows or believes to be true with respect to the claims released in this Agreement. Nonetheless, this Agreement shall be and remain in full force and effect in all respects. Similarly, in entering into this Agreement, Seals assumes the risk of misrepresentations, concealments, or mistakes, and if he should subsequently discover that any fact relied upon in entering into this Agreement was untrue, that any fact was concealed, or that his understanding of the facts or law was incorrect, he shall not be entitled to set aside this Agreement or the settlement reflected in this Agreement or be entitled to recover any damages on that account. This Agreement is intended, pursuant to the advice of the Parties' independently selected legal counsel, to be final and binding.

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17. No Admission of Liability. Company specifically disclaims any liability to Seals or any other person for any alleged violation of the rights of Seals or any person or for any alleged violation of any order, law, statute, duty, or contract. Seals acknowledges that the execution of this Agreement and the payment of consideration or any other obligation hereunder are not, and shall not be, construed in any way as an admission of wrongdoing or liability on the part of Company or any of the Released Parties. Seals further acknowledges that Company denies all allegations of wrongdoing.

18. Negotiated Agreement/Severability. The terms of this Agreement are contractual, not a mere recital, and are the result of negotiations between the Parties. Accordingly, no party shall be deemed the drafter of this Agreement. If any clause or portion of a clause of this Agreement shall be found by a court of competent jurisdiction to be unenforceable, only that portion will be deemed stricken and the remainder of this Agreement shall continue to be in full effect.

19. Modifications. No modification, amendment, or waiver of any of the provisions contained in this Agreement, or any future representation, promise, or condition in connection with the subject matter of this Agreement, shall be binding upon any party to this Agreement unless made in writing and signed by both Parties or by a duly authorized officer or agent of each Party.

20. No Waiver. Neither the waiver by either Party of a breach of or default under any of the provisions of the Agreement, nor the failure of such Party, on one or more occasions, to enforce any of the provisions of the Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights, or privileges hereunder.

21. Accord and Satisfaction. In entering into this Agreement and the settlement provided for in this Agreement, the Parties recognize that no facts or representations are ever absolutely certain. This Agreement is intended to be final and binding between the Parties hereto, and is further intended to be effective as a full and final accord and satisfaction between them. Each party relies on the finality of this Agreement as a material factor inducing that Party's execution of this Agreement.

22. Headings. The descriptive headings and sub-headings of the several articles and paragraphs contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

23. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the heirs, successors and assigns of the Parties hereto and each of them. In the case of LifeMoves, this Agreement is intended to release and inure to the benefit of any past, present and future affiliated parent, subsidiary, affiliate and related companies (whether or not wholly owned), and all board of directors, boards, owners, investors, founders, divisions, stockholders, officers, directors, contractors, trustees, agents, representatives, principals, successors, assigns, employees, and any and all other related individuals and owned or affiliated entities thereof.

24. Integration. This Agreement constitutes a single, integrated written contract expressing the entire Agreement of the Parties concerning the subject matter referred to in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever,

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whether express or implied in law or fact, have been made by any party to this Agreement, except as specifically set forth in this Agreement. All prior and contemporaneous discussions negotiations, and agreements have been and are merged and integrated into, and are superseded by, this Agreement.

25. Counterparts and Electronic Signing. This Agreement may be executed and delivered in counterparts, each of which will be deemed an original and all of which together will constitute one and the same Agreement.

26. No Transfer/Assignment of Claims. Seals warrants and represents that he has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Agreement. Seals agrees that he is solely responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold LifeMoves harmless against any liens, claims, damages, penalties, fines, fees, assessments, subrogated interests, taxes or attorneys' fees that may be imposed against or incurred by LifeMoves as a result of the actions of any lien holder or any lien claimant or any taxing authority or any court in relation to any interest which any third party may have in any claim which Seals is releasing under this Agreement or any interest in any of the proceeds paid to Seals under this Agreement.

27. The Parties stipulate and agree that this Agreement shall be fully enforceable pursuant to California Code of Civil Procedure §664.6, and that in any legal action or other proceeding brought to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and legal costs incurred. The Parties further stipulate and agree that the Orange County Superior Court will maintain jurisdiction for purposes of enforcing this Agreement, and that this Agreement may be enforced by the Court via ex-parte application. This Agreement may be used as evidence in any proceedings related to the enforceability of or breach of this Release. The Parties expressly agree to waive the provisions of Evidence Code §1152 solely to the extent necessary to render this Release admissible in a proceeding to enforce the provisions hereof.

28. Neutral Reference. In response to any inquiry from any of Plaintiff's prospective employers, Company shall provide a neutral job reference for Plaintiff disclosing Plaintiff's dates of contract and last position held, and nothing more.

ARTHUR SEALS ACKNOWLEDGES AND AGREES THAT HE (1) UNDERSTANDS THIS AGREEMENT, (2) HAD AN OPPORTUNITY TO CONSIDER AND REVIEW THE AGREEMENT, (3) HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF HIS CHOICE, AND (4) SIGNS THIS AGREEMENT VOLUNTARILY.

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IN WITNESS WHEREOF, the Parties hereto have approved and executed this Agreement on the dates specified below.

03 / 06 / 2026

Date


ARTHUR SEALS

LIFEMOVES

Date

By: _____
Paul Simpson
Chief Financial Officer
LifeMoves

APPROVED AS TO FORM ONLY:

DORSEY & WHITNEY LLP

By: _____
HANNAH R. GREEN
Attorneys for LifeMoves

APPROVED AS TO FORM ONLY:

GAINES LAW CORPORATION

By:  _____
EVAN S. GAINES
Attorneys for Arthur Seals


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IN WITNESS WHEREOF, the Parties hereto have approved and executed this Agreement on the dates specified below.

Date

March 6, 2026

Date

ARTHUR SEALS

LIFEMOVES

Signed by:
By: Paul Simpson
AS37820A11230473...
Paul Simpson
Chief Financial Officer
LifeMoves

APPROVED AS TO FORM ONLY:

DORSEY & WHITNEY LLP

By: Hannah Green
HANNAH R. GREEN
Attorneys for LifeMoves

APPROVED AS TO FORM ONLY:

GAINES LAW CORPORATION

By: Evan S. Gaines
EVAN S. GAINES
Attorneys for Arthur Seals

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