

SETTLEMENT AND GENERAL RELEASE AGREEMENT

This Settlement and General Release Agreement ("Agreement") is entered into by and between Plaintiff Rosemarie Robinson ("Plaintiff") on the one hand, and Defendants Baumer California Properties, LLC, Samuel Baumer, Jonathan Baumer, Benjamin Baumer and Nathan Baumer ("Defendants") on the other hand (collectively referred to as "the Parties").

RECITALS

A. Whereas, Plaintiff claims she was previously employed with Defendants and has asserted various claims against Defendants, including but not limited to those set forth in her Private Attorneys General Act notice letter submitted to the California Labor and Workforce Development Agency ("LWDA") on November 8, 2024, Case No. LWDA-CM-1060852-24 ("PAGA Notice"), and the matter of *Rosemarie Robinson v. Baumer California Properties, LLC, et al.*, Los Angeles County Superior Court Case No. 24STCV30132 ("Action").

B. Whereas, Plaintiff and Defendants wish to resolve any and all claims, disputes, and controversies that have arisen or that could arise relating to Plaintiff's claimed employment or separation from employment with Defendants.

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the Parties agree as follows:

1. **Settlement Payment.** Following the Parties' execution of this Agreement, but not prior to eight (8) days following Plaintiff's execution of this Agreement, Defendants or their designee shall pay to Plaintiff a total settlement payment in the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00). Such settlement payment shall be made payable to "Kenneth F. Moss Client Trust Account" within 30 days of the full execution of this Agreement.

2. **Tax Payments and Indemnification.** Plaintiff understands that a Form 1099 reflecting the settlement payments above shall be provided to Plaintiff by Defendants for the calendar year 2025. Plaintiff agrees that Plaintiff shall be solely responsible for any taxes due as a result of this settlement payment, and agrees to indemnify and hold harmless Defendants for any tax penalties or other charges incurred as a result of any failure on Plaintiff's part to pay the required taxes for such settlement payment, if any.

3. **Consideration.** Plaintiff understands and acknowledges that the settlement payment referenced in paragraph one (1) above is provided solely in exchange for Plaintiff's execution of this Agreement and the releases and terms contained herein, and that Plaintiff would not be entitled to this payment without executing this Agreement. With this payment, Plaintiff agrees that Defendants have no further liability or debt owing to Plaintiff.

4. **Representations.** Defendants shall respond only to written inquiries regarding Plaintiff's employment with Defendants, and shall provide no information regarding Plaintiff's employment other than dates of active employment and position(s) held, and shall state that Defendants' policy precludes them from providing any further information.

5. **Mutual General Release of Claims.** In consideration of the payment to be made herein, Plaintiff fully releases and discharges Defendants (including its owners, shareholders, partners, members, officers, directors, agents, assigns, attorneys, insurers, independent contractors, Plaintiffs, predecessors, successors, subsidiaries, affiliates or other representatives of any kind), and Defendants fully release and discharge Plaintiff (including Plaintiff's heirs, assigns, agents or other representatives), from any and all rights, claims, interest, liabilities, obligations, demands, and other actions related in any way to Plaintiff's employment or separation from employment with Defendants to the greatest extent permitted by state or federal law, including without limitation and without limiting the generality of the foregoing, any claims (whether state, federal, or administrative) for compensation, salaries, wages, bonuses, commissions, overtime, benefits, sick pay, holiday pay, vacation, paid time off, severance pay, paid leave benefits, penalties, interest, damages, back or front pay, costs, expenses, attorneys' fees, Plaintiff benefits, promises on any and all of the above, remedies of any other type, breach of contract or duty, fraud, misrepresentation, defamation, discrimination or harassment in any form, retaliation, breach of the implied covenant of good faith and fair dealing, wrongful or tortious discharge in violation of statute or public policy, negligent or intentional interference with contract or prospective economic advantage, assault, battery, invasion of privacy, intentional or negligent infliction of emotional distress, or any other claims arising under any federal, state, local or other governmental statute or ordinance, including without limitation, the National Labor Relations Act; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Americans with Disabilities Act of 1990; the Fair Labor Standards Act; the Occupational Safety and Health Act; the Consolidated Omnibus Budget Reconciliation Act of 1985; the Age Discrimination in Employment Act ("ADEA"); the Older Workers Benefit Protection Act; the Worker Adjustment and Retraining Notification Act ("WARN"); the Plaintiff Retirement Income Security Act of 1974; the Family and Medical Leave Act of 1993; the Rehabilitation Act of 1973; the Internal Revenue Code of 1986, as amended; the California Fair Employment and Housing Act; the California Family Rights Act; the California Labor Code; the California Civil Code; the California Government Code; the California Constitution; and all claims for punitive damages, exemplary damages, attorneys' fees and costs, as well as any other statutes, laws regulations or damages of similar effect. Nothing in this Agreement is intended to release any ADEA claim Plaintiff may have arising after the execution of this Agreement. Nothing in this Agreement is intended to prevent Plaintiff from pursuing an administrative claim with any government agency except that Plaintiff shall not be entitled to recover damages as part of any such claim.

6. **Waiver of Section 1542.** The Parties to this Agreement acknowledge that each has been made aware of and understands Section 1542 of the California Civil Code, which states:

“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.”

Notwithstanding Section 1542, each party understands and agrees that this Agreement shall act as a release of all future claims that may arise from Plaintiff's employment or separation from employment with Defendants, or any other matters that existed between the Parties up to the date of this Agreement, whether such claims are currently known or unknown, and that each party intentionally waives any rights such party may have under the provisions of Section 1542, as well as under any other statutes or common law principles of similar effect in the State of California or in any other state.

It is agreed and understood by the Parties that this Agreement is in exchange for a Civil Code section 1542 waiver by Plaintiff which extinguishes Plaintiff's standing as an allegedly aggrieved employee for purposes of PAGA. Plaintiff understands that by entering into this Agreement, Plaintiff is voluntarily agreeing to forgo pursuing on her behalf any further action in connection with the PAGA Notice. This Agreement is also intended to cover all class action, representative action or collective action claims that Plaintiff may possess as they relate to Defendants to the full extent permitted under the law.

7. Notice of Settlement; Dismissal of Claims. Within three (3) days of Plaintiff's execution of this Agreement, Plaintiff shall file a notice of settlement in the matter of *Rosemarie Robinson v. Baumer California Properties, LLC, et al.*, Los Angeles County Superior Court Case No. 24STCV30132, and shall promptly serve a conformed copy of such notice upon Defendants. Within three (3) days of Plaintiff's receipt of the settlement payment, Plaintiff shall file a request for entry of dismissal with prejudice in *Rosemarie Robinson v. Baumer California Properties, LLC, et al.*, Los Angeles County Superior Court Case No. 24STCV30132, and shall promptly serve upon Defendants both a conformed copy of such request, as well as a copy of the entered dismissal, upon Plaintiff's counsel's receipt of same.

8. No Filing or Assignment of Claims. Plaintiff represents that other than the Action and PAGA Notice, no claim, charge, complaint or action by Plaintiff exists against Defendants in any forum. Plaintiff warrants that there has been no assignment or other transfer of any interest in any claim that Plaintiff may have against Defendants. Plaintiff agrees to indemnify and hold Defendants harmless from any liabilities, claims, demands, damages, costs, expenses, and attorneys' fees incurred by Defendants as a result of any such assignment or transfer.

9. No Admission of Liability. Plaintiff understands that Defendants wholly denies the allegations raised by Plaintiff against Defendants in this matter, and that nothing contained herein shall be deemed to be an admission by Defendants of any obligation or liability concerning the subject matter of this Agreement.

10. **Confidentiality of Employer Information.** Plaintiff agrees to maintain the confidentiality of all information learned in the course of Plaintiff's employment with Defendants, including without limitation information regarding Defendants' business operations, Plaintiff relations, policies and procedures, clients, financial information, marketing information, or any other information related to the business of Defendants. This paragraph shall not prohibit Plaintiff from responding to a lawful subpoena, court order, or other law compelling the disclosure of such information, except that Plaintiff shall first provide reasonable notice of such subpoena to Defendants to give Defendants reasonable opportunity to object to such disclosure.

11. **Revocation Period.** Plaintiff shall have a period of seven (7) days in which to revoke this Agreement after signing it. Plaintiff may revoke this Agreement by sending written notice to Michael Brody, LightGabler, 760 Paseo Camarillo, Suite 300, Camarillo, CA 93010, 805-248-7418; mbrody@lightgablerlaw.com. Plaintiff understands that if Plaintiff refuses to sign this Agreement, or signs and then revokes this Agreement, Plaintiff will not be entitled to the settlement payment or other rights referenced herein.

12. **Claims Specific to Section 111 MMSEA Compliance.** In compliance with Medicare mandatory reporting requirements for settlements, Plaintiff confirms that her full name is Rosemarie Robinson, she is female, and the last four digits of her Social Security number are 8303.

13. **Attorneys' Fees and Costs.** Plaintiff and Defendants each shall bear their respective costs and attorneys' fees in connection with this matter, except that if any party is forced to bring suit to enforce the provisions of this Agreement, the prevailing party in that action shall be entitled to recover its attorneys' fees and costs.

14. **Enforceability.** This Agreement is enforceable pursuant to Code of Civil Procedure Section 664.6. In any action to interpret or enforce the terms of this Agreement, the Parties agree that this Agreement is admissible pursuant to Evidence Code Section 1123, and that it will be lodged in camera under seal unless the Court orders otherwise. If any provision of this Agreement is held to be unenforceable, it shall be stricken from the Agreement and the remainder of the Agreement shall be fully enforceable.

15. **Execution in Counterpart and Email, Electronic, and Facsimile Signatures.** This Agreement may be executed in one or more counterparts, which shall constitute one binding agreement. Transmittal and receipt of an email, electronic (e.g., DocuSign) or facsimile copy of this Agreement with the email, electronic (e.g., DocuSign) or facsimile signatures shall be binding on the Parties hereto.

16. **Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of all agents, Plaintiffs, officers, directors, shareholders, predecessors, successors, affiliates, assigns, executors, administrators, personal representatives, heirs and other successors in interest of the Parties hereto.

17. **California Law to Govern; Venue in California.** This Agreement shall be governed by California law. Any dispute arising under this Agreement shall be brought in Los Angeles, California.

18. **No Modification.** This Agreement contains the entire agreement between the Parties and may not be altered, amended, or modified in any respect, except by a writing duly executed by both parties. All other prior agreements and understandings, oral agreements, and writings are expressly superseded hereby and are of no further force or effect.

19. **Opportunity to Consult Counsel.** Plaintiff agrees that Plaintiff has been given the opportunity to consult counsel regarding the contents of this Agreement, and that Plaintiff has sought the advice of counsel to the extent Plaintiff believes it necessary to do so prior to entering into this Agreement.

20. **Voluntary and Knowing Execution.** The Parties acknowledge that they each have the right to enter into this Agreement, and that they each enter into this Agreement knowingly and voluntarily, with full understanding of its terms.

Plaintiff

DATED: _____

By: _____
Rosemarie Robinson

DATED: 1/8/2025

Baumer California Properties, LLC
DocuSigned by:
By: Benjamin Baumer
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Manager
Its: _____

DATED: 1/11/2025

Signed by:
By: SAMUEL BAUMER
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Samuel Baumer

DATED: 1/8/2025

DocuSigned by:
By: Jonathan Baumer
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Jonathan Baumer

DATED: 1/8/2025

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Benjamin Baumer

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By: Nathan Baumer
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Nathan Baumer