

Adam M. Kent, CSBN 270855

akent@jbsmlaw.com

LAW OFFICE OF JENNIFER B. SIVERTS

4455 Morena Blvd., Ste 213

San Diego, CA 92117

Telephone: 858-272-5800

Facsimile: 858-272-27-874

Collette Mahon, CSBN 304745

cmahon@lfecr.com

LAWYERS FOR EMPLOYEE & CONSUMER RIGHTS, APC

3500 W. Olive, Third Floor

Burbank, CA 91505

Telephone: (323) 375-5101

Facsimile: (323) 306-5571

Attorneys for Plaintiff,

Melvin E. Davis, on behalf of himself and the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

MELVIN E. DAVIS, on behalf of himself and
all "aggrieved employees" pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

CARITAS MANAGEMENT
CORPORATION, a corporation, and DOES 1-
20 inclusive,

Defendants.

AND CONSOLIDATED ACTION.

CASE NO.: CGC-25-622958

[*Consolidated with Case No. CGC-25-622983*]

**SECOND NOTICE OF SETTLEMENT OF
PLAINTIFF MELVIN E. DAVIS'S
INDIVIDUAL CLAIMS IN SUPPORT OF
REQUEST FOR DISMISSAL WITH
PREJUDICE / WITHOUT PREJUDICE**

Date: September 8, 2026

Time: 9:00 AM

Dept.: 613

Judge: Hon. Jeffrey S. Ross

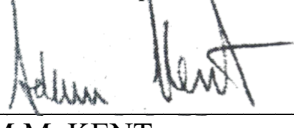
Action Filed: March 4, 2025

Trial Date: Not Set

1 In support of Plaintiff's Notice of Settlement and Request for Dismissal and in accordance
2 with the Court's August 12, 2026 Order Setting Hearing on Plaintiff Davis's Request for
3 Dismissal herein, attached hereto is a true and correct copy of the fully executed settlement
4 agreement between Plaintiff MELVIN E. DAVIS and Defendant CARITAS MANAGEMENT
5 CORPORATION, labeled Exhibit "A".

6
7 DATED: August 20, 2026

LAW OFFICES OF JENNIFER B. SIVERTS

8
9 By: 
10 ADAM M. KENT
11 Attorneys for Plaintiff
12 MELVIN E. DAVIS
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit “A”

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of all Claims (“Agreement”) is made and entered into by and between MELVIN E. DAVIS (hereafter “Plaintiff”) on the one hand, and CARITAS MANAGEMENT CORPORATION (hereafter “Defendant”), on the other. Plaintiff and Defendant are collectively referred to herein as the “Parties” and individually referred to as a “Party.”

RECITALS

WHEREAS, Plaintiff was employed by Defendant (“Defendant”) from approximately June 14, 2021 through May 23, 2024;

WHEREAS, on or about December 13, 2024, Plaintiff mailed Defendant a notice pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2698 *et seq.*, notifying Defendant of Plaintiff’s intent to initiate a representative action based on alleged violations of the California Labor Code;

WHEREAS, on or about March 4, 2025, Plaintiff filed a representative PAGA complaint against Defendant in the Superior Court of California, County of San Francisco, entitled *Melvin E. Davis v. Caritas Management Corporation, et al.*, Case No. CGC-25-622958 (the “Davis Action”), alleging nine causes of action arising under the California Labor Code and Business and Professions Code § 17200;

WHEREAS, on or about December 23, 2025, the Court ordered that the Davis Action be consolidated for all purposes, including trial, with *Ebony Standifer, et al. v. Caritas Management Corporation, et al.*, San Francisco County Superior Court, Case No. CGC-25-622983 (the “Consolidated Action”). The Davis Action was designated as the lead case;

WHEREAS, notwithstanding the consolidation of the Davis Action with the Consolidated Action for all purposes, Plaintiff desires to resolve only his own claims against Defendant, and nothing in this Agreement is intended to release, dismiss, compromise, affect, or otherwise impair the claims, rights, or defenses of Ebony Standifer, in the Consolidated Action;

WHEREAS, a dispute exists in that Defendant denies Plaintiff’s claims and allegations in their entirety, and further denies that Defendant or any of the Releasees, as defined below, have in any way acted contrary to applicable laws with respect to Plaintiff;

WHEREAS, in order to avoid the costs, uncertainty, inconvenience, and burden of continued litigation, the Parties desire to fully and finally settle any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that Plaintiff has or may have against Defendant and any of the Releasees (as defined below), including, without limitation, the claims alleged in the Davis Action, the claims identified in the PAGA notice described above, and any and all claims arising out of or relating in any way to Plaintiff’s employment with Defendant or the separation of that employment;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

COVENANTS

1. Purpose. The purpose of this Agreement is to settle, fully and completely, all claims individually held by Plaintiff, which are now known or which may become known in the future, including but not limited to those identified herein. Plaintiff acknowledges that this Agreement shall not in any way be construed as an admission by Defendant, or any of the Releasees, as defined below, including Defendant's owners, operating entities, subsidiaries, parent companies, affiliated companies, officers, agents or employees, of any improper or unlawful treatment of Plaintiff. Defendant enters into this Agreement solely to avoid the expense and inconvenience of continued litigation and expressly disclaims any liability to Plaintiff on account of any alleged unlawful act against Plaintiff.

2. Consideration. In consideration for Plaintiff's agreement to be bound by the terms of this Agreement and to comply with all releases, covenants, and obligations set forth herein, Defendant agrees to pay Plaintiff a gross lump sum total of Thirty Thousand Dollars and Zero Cents (\$30,000.00) (the "Settlement Payment") as set forth in Paragraph 3.

3. Settlement Distribution. Provided that the conditions precedent set forth in Paragraph 4 below are satisfied, Defendant will deliver the Settlement Payment to THE LAW OFFICES OF JENNIFER B. SIVERTS, located at 4455 Morena Blvd., Suite 213, San Diego, CA 92117, within thirty (30) calendar days after the Effective Date of this Agreement, as follows:

- a) **W-2 Payment:** One check in the gross amount of one thousand seven hundred sixty-three dollars and twelve cents (\$1,763.12) payable to "MELVIN E. DAVIS," in full satisfaction of alleged economic damages and subject to employee compensation withholdings and taxes, and for which a Form W-2 shall be issued to Plaintiff;
- b) **1099 Payment:** One check in the gross amount of fifteen thousand eight hundred sixty-eight dollars and five cents (\$15,868.05), payable to "MELVIN E. DAVIS," in full satisfaction of alleged non-economic damages, and for which a Form 1099-MISC shall be issued to Plaintiff; and
- c) **Attorney's Fee Payment:** One check in the gross amount of twelve thousand three hundred sixty-eight dollars and eighty-three cents (\$12,368.83), payable to the "THE LAW OFFICES OF JENNIFER B. SIVERTS," in full satisfaction of all claims Plaintiff may have for attorneys' fees and costs, which shall not be subject to withholding, and for which a Form 1099-MISC shall be issued to Plaintiff and Plaintiff's counsel.

The Settlement Payment constitutes the entire consideration to be paid by Defendant under this Agreement and is inclusive of all alleged wages, unpaid compensation, statutory penalties, civil penalties, liquidated damages, waiting time penalties, wage statement penalties, interest, restitution, attorneys' fees, litigation costs, expenses, and any other monetary relief recoverable by Plaintiff arising out of or relating to the Released Claims.

4. Conditions Precedent to Settlement Payment. Defendant's obligation to deliver the Settlement Payment in the manner set forth in Paragraph 3 is expressly conditioned upon Plaintiff's full and timely satisfaction of each of the following conditions precedent:

- a) Executed Agreement and Tax Forms.** Plaintiff shall deliver to Defendant's counsel, Hanson Bridgett LLP: (i) a copy of this Agreement, executed by Plaintiff; (ii) W-4 and W-9 IRS tax forms, properly completed and signed by Plaintiff; and (iii) a W-9 IRS tax form, properly completed and signed by Plaintiff's counsel.
- b) Notice of Settlement.** Plaintiff shall file and serve a Notice of Settlement in the Davis Action (CGC-25-622958) within five (5) business days after the Effective Date of this Agreement.
- c) Required Court Filings.** Plaintiff shall prepare, execute, file, and serve all pleadings, declarations, notices, stipulations, requests for dismissal, motions, and any other documents required by applicable law, or otherwise required by the Court, that are necessary to obtain dismissal of: (i) Plaintiff's individual claims, including his individual PAGA claims, against Defendant, with prejudice and (ii) Plaintiff's representative PAGA claims, without prejudice. Plaintiff shall reasonably cooperate in executing and filing any additional pleadings, declarations, stipulations, notices, requests, or other documents reasonably necessary to effectuate the dismissals contemplated by this Agreement, including any filings required by the Court or the California Labor and Workforce Development Agency.

In the event that Plaintiff fails to satisfy the conditions set forth in this Paragraph 4, Plaintiff acknowledges and agrees that Defendant shall have the right to delay delivery of the Settlement Payment.

5. Effect on Consolidated Action. The Parties acknowledge that this Agreement settles only Plaintiff's own claims against Defendant. Nothing contained in this Agreement releases, dismisses, compromises, impairs, adjudicates, or otherwise affects the claims, rights, defenses, or obligations of Ebony Standifer in the Consolidated Action. Likewise, nothing contained herein shall be construed as an admission regarding representative standing, liability, damages, or the merits of any claims asserted by any other person.

6. Attorney's Fees and Costs. Except for the attorney's fee payment expressly set forth in Paragraph 3(c), each Party shall bear its own attorneys' fees, expert fees, litigation costs, and expenses incurred in connection with the Davis Action, the Consolidated Action, and the negotiation of this Agreement. Plaintiff acknowledges that the Settlement Payment is inclusive of all claims for attorneys' fees, litigation costs, expenses, penalties, and any other monetary recovery arising out of the Released Claims. Plaintiff represents that no fees or costs are owed to any lawyer, expert, or other person or entity in conjunction with the claims released by this Agreement except for The Law Offices of Jennifer B. Siverts. Plaintiff agrees to bear responsibility for all such obligations. Plaintiff further agrees to indemnify, defend, and hold harmless Defendant and the Releasees from and against any claim asserted by any attorney, expert, consultant, vendor, medical provider, litigation funding company, governmental entity, or any other person seeking payment of attorneys' fees, litigation costs, expenses, liens, penalties,

or any other amounts arising out of Plaintiff's employment with Defendant, Plaintiff's separation therefrom, the Davis Action and/or the Consolidated Action.

7. Tax Consequences. Defendant makes no representations or warranties as to the taxability or tax consequences of any portion of the Settlement Payment provided to Plaintiff or Plaintiff's counsel under the terms of this Agreement. Plaintiff agrees and understands that he is solely responsible for reporting and payment of any local, state, and/or federal taxes on any portion of the Settlement Payment and/or any other consideration provided hereunder by Defendant and any penalties or assessments thereon. Plaintiff further agrees to indemnify and hold Defendant harmless from any claims, demands, deficiencies, penalties, interest, assessments, executions, judgments, or recoveries by any government agency against Defendant for any amounts claimed due on account of Plaintiff's failure to pay or delayed payment of federal or state taxes, or damages sustained by Defendant by reason of any such claims, including attorneys' fees and costs.

8. Payment of Wages and Receipt of All Benefits. Plaintiff acknowledges and agrees that his participation in all benefits and incidents of employment, including, but not limited to, the accrual of bonuses, vacation, or paid time off, ceased as of the end of his employment with Defendant. Plaintiff further acknowledges and represents that, other than the consideration set forth in this Agreement, Defendant has paid or provided all salary, wages, bonuses, accrued vacation/paid time off, premiums, leaves, interest, severance, fees, reimbursable expenses, tips, commissions, and any and all other benefits and compensation due to Plaintiff. Plaintiff further agrees and acknowledges that he is not owed anything else from Defendant other than as provided for in Paragraph 2 of this Agreement.

9. General Release and Waiver of all Claims. Plaintiff agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Plaintiff by Defendant and/or its current and former owners, as well as Defendant's current and former officers, directors, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, insurers, trustees, affiliates, divisions, subsidiaries, predecessor and successor business entities and assigns (collectively, the "Releasees"). Plaintiff, on his own behalf and on behalf of his heirs, family members, executors, agents, and assigns, hereby and forever releases the Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, demand, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Plaintiff may possess against any of the Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the Effective Date of this Agreement, including, without limitation:

- a) any and all claims relating to or arising out of Plaintiff's recruitment, hiring, employment, compensation, wages, hours worked, meal periods, rest periods, payroll practices, reimbursement of business expenses, personnel records, separation from employment, or any other aspect of Plaintiff's employment relationship with Defendant or separation therefrom;
- b) any and all claims for wrongful discharge of employment; constructive discharge; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional

distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

- c) any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, the California Labor Code; the California Fair Employment and Housing Act; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Labor Standards Act; the Fair Credit Reporting Act; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act of 1974, as amended (ERISA); the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; the Sarbanes-Oxley Act of 2002; the Immigration Control and Reform Act; the California Family Rights Act; the Internal Revenue Code of 1986, as amended; the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA); the applicable Cal-COBRA provisions set forth in the California Insurance Code (Section 10128.50 et seq.) and the California Health and Safety Code; and any applicable regulations under said laws;
- d) any and all claims for violation of the United States Constitution or any state constitution;
- e) any and all claims arising out of any other laws and regulations relating to employment;
- f) any and all claims for any loss, cost, damage, or expense arising out of any dispute over the nonwithholding or other tax treatment of any of the proceeds received by Plaintiff as a result of this Agreement;
- g) any and all claims for attorney's fees and costs; and
- h) any and all claims for wages, compensation, restitution, statutory penalties, civil penalties, waiting time penalties, wage statement penalties, interest, attorneys' fees, litigation costs, expenses, injunctive relief, declaratory relief, and any other relief arising from Plaintiff's employment with Defendant.

Plaintiff agrees that the release set forth in this Agreement shall be and remain in effect in all respects as a complete and general release as to the matters released herein. Notwithstanding the foregoing, this Agreement does not release claims that cannot be released as a matter of law.

Nothing in this Agreement shall be construed to prohibit Plaintiff from filing a charge or complaint with, communicating with, or participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, the California Civil Rights Department (formerly DFEH), the Division of Labor Standards Enforcement, the National Labor Relations Board, or any other local, state, or federal administrative agency or governmental body authorized to enforce or administer laws relating to employment, labor, housing, tenancy, or occupancy, nor shall it prohibit Plaintiff from complying with a lawful subpoena or providing

truthful testimony if required by law. However, Plaintiff understands and agrees that this Agreement bars Plaintiff from seeking or recovering any individual monetary damages, relief, or remedies from Defendant or the Releasees in connection with any such charge, complaint, investigation, or proceeding, and Plaintiff knowingly and voluntarily waives any right to such personal recovery. This Agreement also does not release claims for workers' compensation benefits, unemployment insurance benefits, vested retirement benefits, or any other claims that cannot be released as a matter of law.

10. ADEA Waiver. Plaintiff acknowledges that he is waiving and releasing any rights he may have under the Age Discrimination in Employment Act of 1967 ("ADEA"), and that this waiver and release is knowing and voluntary. Plaintiff agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the Effective Date of this Agreement. Plaintiff acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Plaintiff was already entitled. Plaintiff further acknowledges that he has been advised by this writing that:

- a) he should consult with an attorney prior to executing this Agreement;
- b) he has twenty-one (21) calendar days within which to consider this Agreement. In the event Plaintiff signs this Agreement and returns it to Defendant's counsel in less than the 21-day period, Plaintiff hereby acknowledges that he has freely and voluntarily chosen to waive the time period allotted for considering this Agreement;
- c) he has seven (7) days following his execution of this Agreement to revoke this Agreement. Any revocation of the Agreement must be in writing and must be either e-mailed, mailed or hand-delivered to Defendant's counsel, before the expiration of this 7-day revocation period. If mailed, it must be sent certified, return receipt requested. The post-mark date shall be the determinant of compliance within the 7-day period;
- d) this Agreement shall not be effective until after the revocation period has expired; and
- e) nothing in this Agreement prevents or precludes Plaintiff from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law.

11. Waiver of Civil Code Section 1542. Plaintiff acknowledges that he has been advised to consult with legal counsel and is familiar with the provisions of California Civil Code Section 1542, a statute that otherwise prohibits the release of unknown claims, which provides 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.

Plaintiff, being aware of said code section, agrees to expressly waive any rights he may have thereunder, as well as under any other statute or common law principles of similar effect.

12. No Cooperation. Plaintiff acknowledges and agrees that, upon releasing his individual claims pursuant to this Agreement, he will no longer serve as PAGA representative in the Davis Action and/or the Consolidated Action. Plaintiff also promises and agrees that he will not participate, assist, or cooperate in any claims by third parties against Defendant, 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.

13. Confidentiality. Plaintiff agrees to maintain in complete confidence the existence of this Agreement, the contents and terms of this Agreement, and the consideration for this Agreement (hereinafter collectively referred to as "Settlement Information"). Except as required by law, Plaintiff may disclose Settlement Information only to his immediate family members, the Court in any proceedings to enforce the terms of this Agreement, Plaintiff's attorney(s), and Plaintiff's accountant and any professional tax advisor to the extent that they need to know the Settlement Information in order to provide advice on tax treatment or to prepare tax returns, and must prevent disclosure of any Settlement Information to all other third parties.

Plaintiff may also disclose Settlement Information to the extent reasonably necessary to prepare and file any motion, declaration, request, notice, or other filing required by the Court or applicable law in order to obtain dismissal of Plaintiff's representative PAGA claims. Plaintiff agrees that any such disclosure shall be strictly limited to information reasonably necessary for that purpose and shall not disclose confidential settlement negotiations or any terms of this Agreement beyond what is legally required.

Plaintiff further agrees that he will not publicize, directly or indirectly, any Settlement Information. Plaintiff acknowledges and agrees that the confidentiality of the Settlement Information is of the essence. The Parties agree that if Defendant proves that Plaintiff breached this Confidentiality provision, Defendant shall be entitled to an award of its costs spent enforcing this provision, including all reasonable attorneys' fees and costs associated with the enforcement action. Any such individual breach or disclosure shall not excuse Plaintiff from his obligations hereunder, nor permit him to make additional disclosures. Plaintiff warrants that he has not disclosed, orally or in writing, directly or indirectly, any of the Settlement Information to any unauthorized party.

13. Breach. In the event that either Party brings an action or proceeding to enforce, interpret, or effectuate the terms of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the non-prevailing party all costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees, court costs, filing fees, mediation or arbitration fees, and any other costs reasonably incurred in enforcing this Agreement.

14. Neutral Reference. In response to a written or verbal employment verification and/or reference inquiry on behalf of Plaintiff from a prospective employer, Defendant agrees to provide a neutral reference by confirming Plaintiff's employment and providing Plaintiff's job title and dates of employment.

15. Non-Disparagement. Plaintiff agrees not to make any disparaging or defamatory remarks about Defendant or the Releasees, whether written or oral (including electronic communication in any form), and agrees to refrain from any tortious interference with the contracts and relationships of Defendant or the Releasees. This Paragraph does not, in any way, restrict or impede Plaintiff from exercising protected rights under the National Labor Relations Act (NLRA) to file unlawful labor practices (ULP) charges, or participate, assist, or cooperate in ULP investigations.

16. No Admission of Liability. Plaintiff understands and acknowledges that this Agreement constitutes a compromise and settlement of any and all actual or potential disputed claims by Plaintiff. No action taken by Defendant hereto, either previously or in connection with this Agreement, shall be deemed or construed to be an admission of the truth or falsity of any actual or potential claims, or an acknowledgment or admission by Defendant of any fault or liability whatsoever to Plaintiff or to any third party.

17. Authority. Defendant represents and warrants that the undersigned has the authority to act on behalf of Defendant and to bind Defendant to the terms and conditions of this Agreement. Plaintiff represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through him to bind them to the terms and conditions of this Agreement. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein.

18. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

19. Entire Agreement. This Agreement represents the entire agreement and understanding between the Parties concerning the subject matter hereof, including, without limitation, Plaintiff's employment with Defendant and separation therefrom, as well as the events leading thereto and associated therewith. This Agreement supersedes and replaces any and all prior or contemporaneous agreements, negotiations, representations, or understandings, whether written or oral, concerning the subject matter of this Agreement and Plaintiff's employment relationship with Defendant.

20. No Oral Modification. This Agreement may only be amended in a writing signed by Plaintiff and Defendant.

21. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard for choice-of-law provisions. Plaintiff consents to personal and exclusive jurisdiction and venue in the State of California.

22. Effective Date. Plaintiff has seven (7) days after signing this Agreement to revoke it. This Agreement will become effective on the eighth (8th) day after Plaintiff signed this Agreement, so long as it has been signed by both Parties and has not been revoked by Plaintiff before that date (the “Effective Date”).

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart’s signature page of this Agreement, including by electronic mail, in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

24. Voluntary Execution of Agreement. Plaintiff understands and agrees that he executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of Defendant or any third party, with the full intent of releasing all of his claims against Defendant and the Releasees. Plaintiff acknowledges that he:

- a) has read this Agreement carefully and understands the scope and effect of its provisions;
- b) has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of his choice;
- c) understands the terms and consequences of this Agreement and of the releases it contains;
- d) has not relied upon any representations or statements made by Defendant that are not specifically set forth in this Agreement; and
- e) is fully aware of the legal and binding effect of this Agreement.

25. Admissibility of Agreement. This Agreement is admissible and subject to disclosure for the purpose of enforcing this Agreement pursuant to California Code of Civil Procedure section 664.6, or any other procedure permitted by law, and the provisions of the confidentiality agreement signed by the Parties relative to the negotiation of this Agreement are waived with respect to the enforcement of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

[Signature page to follow]

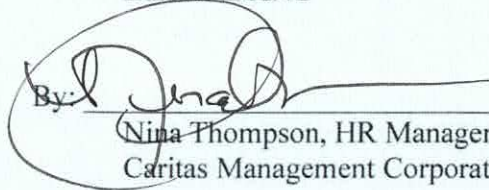
PLAINTIFF

Dated: July 29, 2026

By: Melvin E. Davis
Melvin E. Davis (Jul 29, 2026 17:30:51 PDT)
Melvin E. Davis, Plaintiff

DEFENDANT

Dated: July 31, 2026

By: 
Nina Thompson, HR Manager
Caritas Management Corporation