

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release ("Agreement") involves resolution of two civil court cases, as set forth below. Regarding the first case, the agreement is made and entered into by and between on the one hand Eric Wolf (hereinafter "Wolf"), and on the other hand Leon Reingold and Marina Reingold (together "the Reingolds"). In the second case, the agreement is made and entered into by and between Wolf and David Vorobiev ("Vorobiev"). All the foregoing parties to this agreement are collectively referenced as "the Parties" or individually as "Party", with reference to the following facts:

WHEREAS:

A. On October 5, 2017, Wolf, through his attorney, filed a Complaint against the Reingolds and Vorobiev (Ventura County Superior Court, Case No. 56-2017-00502383-CU-DF-VTA), in which Wolf made claims against the Reingolds and Vorobiev for defamation and intentional infliction of emotional distress ("Defamation Case").

B. On or about July 10, 2018, the Reingolds filed a Cross-Complaint against Wolf in the Defamation Case (Ventura County Superior Court, Case No. 56-2017-00502383-CU-DF-VTA), for breach of fiduciary duty, infliction of emotional distress, interference with contract, and fraud ("Reingold Cross-Complaint").

C. On or about October 11, 2019, Wolf dismissed Vorobiev from the Defamation Case.

D. On or about October 9, 2020, Vorobiev filed a Complaint for malicious prosecution against Wolf (Los Angeles Superior Court, Case No. 20STCV39035) ("Malicious Prosecution Case").

E. Each Party has denied, and continues to deny, all allegations and claims that each of them has made against the others of illegal, wrongful, or otherwise allegedly legally actionable conduct.

F. The Parties desire to fully and finally resolve any and all claims and disputes between/among them in connection with the claims in the Defamation Case, Reingold Cross-Complaint, and Malicious Prosecution Case ("Lawsuits"). As set forth further herein, this Agreement specifically does not apply to and specifically excludes (1) Bell Canyon Association, Inc. ("BCA"), (2) the Reingolds complaint against BCA, (3) BCA's cross-complaint against the Reingolds, or any amended pleading thereof, and (4) any and all of the causes of action, claims or disputes between the Reingolds and BCA in the matter of *Reingold v. Bell Canyon Association* (Ventura County Superior Court, Case No. 56-2018-00510717-CU-BT-VTA) ("BCA Case").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained

herein, and the recitals which are acknowledged to be true and part of this Agreement, the Parties agree as follows:

1. Releases.

(a) Except as to such obligations, rights or claims as may be created by this Agreement, and subject to the specific exceptions herein and particularly in section 1(c) below, the Reingolds and Vorobiev hereby release and forever discharge Wolf and his attorneys, representatives, agents, heirs, and successors-in-interest (hereinafter "Wolf Releasees") from any and all claims of whatever nature, without limitation and including but not limited to any claim that is related in any way to the facts and circumstances alleged in the Lawsuits and all matters relating to the litigation and bases of the Lawsuits, whether known or unknown, suspected or unsuspected, anticipated or unanticipated, which exist or may exist on the Reingolds' and/or Vorobiev's behalf against the Wolf Releasees based on conduct occurring before the date this Agreement is fully executed by the Parties. As used hereinabove the terms "representatives", "agents" or "successors in interest" do not include any current or former members of the BCA board of directors, BCA architectural committee members, or employees of BCA, none of whom shall be included as part of the "Wolf Releasees". This release does release any claim or action that could have been brought by the Reingolds as a derivative claim or action against any of the Wolf Releasees based on conduct occurring before the date this Agreement is fully executed by the Parties.

(b) Except as to such obligations, rights, or claims as may be created by this Agreement, and subject to the specific exceptions herein and particularly in section 1(c) below, Wolf hereby releases and forever discharges the Reingolds and Vorobiev, and their attorneys, representatives, agents, heirs, and successors-in-interest (hereinafter "Reingold Releasees and Vorobiev Releasees") from any and all claims of whatever nature, without limitation and including but not limited to any claim that is related in any way to the facts and circumstances alleged in the Lawsuits and all matters relating to the litigation and bases of the Lawsuits, whether known or unknown, suspected or unsuspected, anticipated or unanticipated, which exist or may exist on Wolf's behalf against the Reingold Releasees and Vorobiev Releasees based on conduct occurring before the date this Agreement is fully executed by the Parties.

(c) Notwithstanding anything to the contrary in this Agreement, including but not limited to this section 1 of the Agreement, the releases provided for herein do not release, affect, or bar: (i) claims, causes of action, settlement against and/or concerning Robert J. Hudock and Hudock Employment Law Group in the Malicious Prosecution Case; (ii) claims to enforce this Agreement, (iii) claims first arising after the date the Parties execute this Agreement, or (iv) any of the claims, disputes or causes of action of the Reingolds against BCA, or the claims, disputes, or causes of action of BCA against the Reingolds in its cross-complaint, in the BCA Case ("BCA Cross-Complaint"), notwithstanding that some of the claims against BCA therein may relate to acts or

omissions of Wolf, or that some of the claims against the Reingolds may relate to acts or omissions of the Reingolds. Neither this Agreement, nor any of the dismissals of the Lawsuits filed in conjunction herewith, shall be raised by Wolf or the Reingolds as a defense to any of the claims or causes of action in the complaint or cross-complaint in the BCA Case.¹ The Reingolds' release, however, does include waiver of any right they could have to name Wolf as a party in the BCA Case, and they shall not do so or attempt to do so.

2. **No Filing of Claims.** The Parties represent and warrant that except for the claims in the BCA Case and the claims against Robert J. Hudock and Hudock Employment Law Group in the Malicious Prosecution Case, they do not presently have on file any pending claims, charges, grievances, actions, appeals, or complaints against any Wolf Releasee, or any Reingold or Vorobiev Releasee, with any administrative, state, federal, or governmental entity, agency, board, or court, or before any other tribunal or arbitrator(s), public or private, based upon any actions occurring before the date the Parties fully execute this Agreement.

3. **Waiver of Unknown Claims.** It is further understood and agreed by the Parties that as a condition of this Agreement, they expressly waive and relinquish any and all claims, rights, or benefits that they may have under California Civil Code Section 1542, 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."

In connection with such waiver and relinquishment, the Parties acknowledge that they or their attorneys may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist but, subject to the exceptions for claims against BCA and the Reingolds claims in the BCA Case and in the Malicious Prosecution Case against Robert J. Hudock and Hudock Employment Law Group, they expressly agree to fully, finally, and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on their behalf against any Wolf Releasee, Reingold Releasee, or Vorobiev Releasee, at the time of execution of this Agreement. The Parties further acknowledge, understand, and agree that this representation and commitment is essential to each Party, and that this Agreement would not have been entered into were it not for this representation and commitment.

4. **No Admission of Liability.** The Parties acknowledge that they each deny any

¹ As a condition of signing this Agreement, the Reingolds and BCA are executing an irrevocable stipulation also agreeing that neither this settlement agreement, the releases contained herein nor the dismissals of the Lawsuits filed in conjunction herewith, shall be raised by BCA or the Reingolds as a defense to any of the claims or causes of action in the complaint or cross-complaint in the BCA Case

wrongdoing whatsoever in connection with one another and that the settlement agreement made pursuant to this Agreement is made solely for the purpose of compromising disputed claims and avoiding the time, expense, and uncertainty of litigation. It is expressly understood and agreed that nothing contained in this Agreement shall constitute or be treated as an admission of any wrongdoing or liability on the part of any of the Parties.

5. **Confidentiality.** It is understood that this Agreement and its terms, specifically including all terms regarding the settlement, are to be treated confidentially by the Parties and their agents and attorneys as of the date the Agreement is fully and finally executed by the Parties. Neither Wolf, the Reingolds, Vorobiev, nor their agents and attorneys will make any disclosures regarding this Agreement or its terms, specifically including all terms regarding the settlement to any third parties except under the following circumstances:

- (a) Disclosure may be made with the prior written consent of all Parties;
- (b) Disclosure may be made as required for tax reporting, and to attorneys, tax consultants, tax advisors, accountants, or other financial advisors, lenders, insurance agents or brokers, who are reasonably consulted by the Parties, and immediate family members, providing such third persons are advised that said disclosures made to them are confidential except as set forth under subsection 5(a) above and 5 (c) below, and such persons agree to keep the information confidential;
- (c) Disclosure may be made where required in response to an order of a court or administrative agency of competent jurisdiction, or where such disclosure is required by any government agency or related government entity. However, prior to any such disclosure, the Parties must be given notice of the planned disclosure, as set forth below, in sufficient time to object to such disclosure.
- (d) Disclosure may be made under seal in the BCA Case to the extent, and only if, the Agreement, the Lawsuits, and/or any of the dismissals contemplated herein are asserted by any Party as a defense to the claims or cross-claims in the BCA Case.

If any Party believes he/she is legally obligated or authorized by statutory or regulatory requirements or authorizations (including compulsory legal process) to disclose confidential information, as described herein, to any person or entity other than those specifically authorized in this section to receive such information, then:

- i. In the case of the Reingolds or Vorobiev, he/she/they shall so notify the following persons immediately by email and certified mail:

Eric Wolf
146 Saddlebow Road
Bell Canyon, CA 91307
abetterbc@gmail.com

Adam Savin
Savin Bursk
15915 Ventura Blvd., Suite 201
Encino, CA 91436
ajsavin@savinbursklaw.com

Robert Hudock
Hudock Employment Law Group, APC
515 S Flower Street, Suite 1220
Los Angeles, CA 90071
rhudock@hudockemploymentlaw.com

- ii. In the case of Wolf, he shall so notify the Reingolds and Vorobiev immediately by email and certified mail to their counsel, Rodney Lewin, at email – rod@rtlewin.com, and address - Law Offices of Rodney T. Lewin, APC, 8665 Wilshire Blvd., Beverly Hills, CA 90211, with a copy to Marina Reingold by email only at jem003@sbcglobal.net.

The foregoing notice provisions do not apply to any disclosure under subsection (d) of this section 5, above.

If any Party takes any action to challenge such purported legal obligation or authorization, and that Party provides notice of such challenge, including service of copies of any motion or application, on all Parties to this Agreement, then the Party or Parties claiming a legal obligation or authorization shall defer any disclosure or action until the challenge is finally resolved, unless ordered by a Court to act notwithstanding the challenge.

In response to any inquiry about this Agreement and its terms, specifically including all terms regarding the settlement (outside of the circumstances outlined in subsections (a) through (c) of this section 5 of the Agreement), the Parties and their agents and attorneys are allowed to state only that the Lawsuits have been resolved and the Party, agent, or attorney is not at liberty to provide further information about the terms of the Agreement or resolution of the Lawsuits.

6. Party Obligations.

- a. Payments Due to the Reingolds; Wolf Dismissal. In exchange for the

Reingolds dismissing any and all claims they have against Wolf in the Lawsuits, with prejudice, and waiver of any rights to costs that could arise from dismissal of the Defamation Case, Wolf agrees to: (1) dismiss his Defamation Case against the Reingolds, in its entirety and with prejudice, as further set forth below, and (2) pay the Reingolds an amount of One Hundred Fifteen Thousand U.S. Dollars and No Cents (\$115,000.00) (the "Settlement Amount"). As set forth further in subsection d. below, there will be a simultaneous exchange of documents to effectuate these terms.

- b. Reingold Dismissal. In exchange for Wolf dismissing the Defamation Case, paying the Settlement Amount, and waiving any right to costs that could arise from dismissal of the Reingold Cross-Complaint in the Defamation Case, the Reingolds shall dismiss their Cross-Complaint in its entirety and with prejudice. As discussed in subsection d. below, there will be a simultaneous exchange of documents to effectuate these terms.
- c. Vorobiev Dismissal. In exchange for Wolf waiving any right to costs based on Vorobiev's dismissal of the Malicious Prosecution Case as to Wolf, Vorobiev shall dismiss his Malicious Prosecution Case as to Wolf, in its entirety and with prejudice. As discussed in subsection d. below, there will be a simultaneous exchange of documents to effectuate these terms.
- d. Simultaneous Exchange of Documents and Settlement Amount. The Parties will schedule a meeting, to occur on or before December 15, 2022 to exchange the documents and check, as follows:
 1. Wolf and/or his authorized representative(s) shall provide to the Reingolds and/or their authorized representative(s) the following: (1) a copy of this Agreement fully executed by Wolf, (2) a completed Request for Dismissal form dismissing the Defamation Case in its entirety and with prejudice, and (3) a cashier's check for the Settlement Amount made payable to Leon and Marina Reingold.
 2. The Reingolds and/or their authorized representative(s) shall provide to Adam Savin ("Savin") the following: (1) a copy of this Agreement fully executed by the Reingolds, and (2) a completed Request for Dismissal form dismissing the Cross-Complaint in its entirety and with prejudice to be held in trust by Savin until the Settlement funds have cleared, and (3) completed W9 forms for Leon Reingold and Marina Reingold, or in the alternative Law Offices of Rodney T. Lewin...
 3. Wolf and/or his authorized representative(s) shall provide to Vorobiev

and/or his authorized representative(s) a copy of this Agreement fully executed by Wolf.

4. Vorobiev and/or his authorized representative(s) shall provide to Savin the following: (1) a copy of this Agreement fully executed by Vorobiev, and (2) a completed Request for Dismissal form dismissing the Malicious Prosecution Case as to Wolf to be held in trust by Savin until the Settlement funds paid to the Reingolds have cleared .
5. The Reingolds will cause the deposit of the Settlement Amount within two (2) business days of the meeting and exchange referenced in section 6.d. of this Agreement.. The Reingolds hereby irrevocably authorize and direct that once it is confirmed that the Settlement Amount has in fact been paid out based on deposit of check for the Settlement Amount, then Savin may proceed with filing the Request for Dismissal forms for the Cross-Complaint in the Defamation Case. Savin will serve on all other Parties a court-conformed copy of the filed dismissal forms.
6. Wolf hereby irrevocably authorizes and directs that once it is confirmed that the Settlement Amount has in fact been paid out based on deposit of check for the Settlement Amount,, then they may proceed with filing the Request for Dismissal form for the Complaint in the Defamation Case. The Reingolds will serve on all other Parties court-conformed copies of the filed dismissal form.
7. Vorobiev hereby irrevocably authorizes and directs that Savin may proceed with filing the Request for Dismissal form for the Malicious Prosecution Case as to Wolf at the same time Wolf files the Reingolds' Request for Dismissal of the Cross-Complaint, provided the terms for filing the Reingolds' dismissal have been met. Savin will serve on all other Parties a court-conformed copy of the filed dismissal form.
- e. Waiver of Costs. As referenced, each of the Parties waives any right to recover costs that could arise from any of the dismissals of any of the Lawsuits, or otherwise in connection with the Lawsuits.

The Reingolds acknowledge they have obtained no advice from the Wolf Releasees and that neither the Wolf Releasees nor their attorneys have made any representations regarding the tax consequences, if any, to them regarding the payments provided for in this section 6. The Reingolds understand that the taxability of the payments provided for in this section 6 shall be governed by applicable federal, state, and local tax laws and regulations, and that they shall be solely responsible for any taxes, interest, and penalties that they might owe with respect to such payments.

The Reingolds agree that if either of them fails to pay the taxes that are due as a result of the payment made by Wolf pursuant to this Agreement, and any taxing authority looks to Wolf or any related person for satisfaction of any tax liability, penalties, fines, interest, or withholdings associated with the payment provided for in this section 6, they shall indemnify and hold harmless Wolf and/or his attorneys for all such taxes, penalties, interest, withholdings, and/or amounts paid in settlement to any taxing authority, and expenses, including but not limited to defense expenses and reasonable attorney fees with regard to the payments. If Wolf's right to indemnification under this paragraph is triggered, then after notice to the Reingolds under the same terms of notice as in section 5 of this Agreement, and providing reasonable opportunity to cure, Wolf and/or his attorneys shall have the right to defend himself, select his own counsel, decide to contest or settle any claims asserted, and direct his strategy and defense in relation to matters involving any taxing authority.

Wolf acknowledges that he has obtained no advice from the Reingolds and Vorobiev Releasees and that, except as set forth herein, neither the Reingolds and Vorobiev Releasees nor their attorneys have made any requests or representations regarding how the Settlement Amount should be paid. Wolf agrees that if any claims are made or actions taken against the Reingolds as a result of the manner in which, or from where, the Settlement Amount was paid, Wolf shall indemnify and hold harmless the Reingolds and/or their attorneys (the "Indemnitees") from any losses or damages arising from such claims or actions, as well as any defense expenses and reasonable attorney fees necessarily arising from such claims or actions. If the Reingolds' right(s) to indemnification under this paragraph is triggered, then after notice to Wolf under the same terms of notice as in section 5 of this Agreement, and providing reasonable opportunity to cure, the Reingolds and/or their attorneys shall have the right to defend himself/herself/themselves, select his/her/their own counsel, decide to contest or settle any claims asserted, and direct his/her/their strategy and defense in relation to matters involving the indemnified claim.

7. **Jurisdiction Under Code of Civil Procedure Section 664.6.** The Courts in the Lawsuits shall retain jurisdiction to enforce this Agreement under California Code of Civil Procedure Section 664.6, until performance in full of the Agreement's terms has occurred, and the Court may enter judgment pursuant to the terms of this Agreement. In the event of a breach by a Party, the moving party seeking to enforce this Agreement pursuant to section 664.6 shall be entitled to his/its/their attorney fees and costs incurred in enforcing the Agreement. Further, the Parties agree they may file or present this Agreement, under seal, as evidence in any future proceeding brought for the purpose of enforcing or interpreting this Agreement, notwithstanding the confidentiality provisions of this agreement and notwithstanding the provisions of California Evidence Code § 1119.

8. **Ownership of Claims.** The Parties represent and warrant that they are the sole and lawful owners of all rights, title, and interest in and to all released matters, claims, and demands referred to herein and that payment of the Settlement Amount made herein is authorized. The Parties further represent and warrant that there has been no assignment or other transfer of any interest in any such matters, claims, or demands that the Parties may have against one another.

9. **California Law Applies.** This Agreement, in all respects, shall be interpreted, enforced, and governed by and under the laws of the State of California.
10. **Successors and Assigns.** It is expressly understood and agreed by the Parties that this Agreement and all its terms shall be binding upon each Party's heirs, executors, administrators, successors, and assigns.
11. **Drafting.** The Parties agree that this Agreement shall be construed without regard to the drafter of the same and shall be construed as though each party to this Agreement participated equally in the preparation and drafting of this Agreement.
12. **Attorney Fees and Costs.** If any party to this Agreement asserts a claim for breach of this Agreement or seeks to enforce its terms, the prevailing party in any such proceeding shall be entitled to recover costs and reasonable attorney fees. Otherwise, each party shall be responsible for bearing his/her own costs, expenses, and attorney fees incurred in connection with the Lawsuits and completion of this settlement.
13. **Consultation with Counsel.** The Parties and each of them acknowledge that they have had the opportunity to consult, and have consulted, with legal counsel of their choice before execution and delivery of this Agreement.
14. **Headings.** The headings in each paragraph herein are for convenience of reference only and shall be of no legal effect in the interpretation of the terms hereof.
15. **Integration.** This Agreement constitutes a single, integrated, written contract expressing the entire agreement between and among the Parties. It supersedes all prior agreements between or among the Parties. The Parties represent and warrant that with respect to the Agreement, all of its terms, and all matters addressed herein, they are not relying on any promises or representations that do not appear in writing herein. The Parties further understand and agree that this Agreement can be amended or modified only by a written agreement, signed by all Parties hereto.
16. **Severability.** If any provision in this Agreement is found to be unenforceable, it shall not affect the enforceability of the remaining provisions and the court shall enforce the remaining provisions to the extent permitted by law.
17. **Counterparts.** This Agreement may be executed in separate counterparts and each such counterpart shall be deemed an original with the same effect as if all Parties had signed the same document.
18. **Voluntary Agreement.** The Parties understand and agree they may be waiving significant legal rights by signing this Agreement, and they represent that they have entered into this

Agreement voluntarily, after being provided with the opportunity to consult, and in fact consulting, with their attorneys, with a full understanding of and in agreement with all its terms.

19. **Authority to Enter into Agreement.** Each Party represents and warrants that, as of the date of the execution of this Agreement, he/she/it has the right and authority to execute this Agreement, that the execution of this Agreement has been duly authorized, and he/she has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims or demands relating to any right surrendered by virtue of this Agreement. Each Party further represents and warrants that he/she has had the opportunity to consult, and did consult, legal counsel in connection with the negotiation and execution of this Agreement.

20. **Facsimile/Electronic Signature.** Facsimile or electronic signatures on this Agreement shall be treated as original signatures.

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

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

DATED: _____

Leon Reingold

DATED: _____

Maria Reingold

DATED: _____

David Vorobiev

DATED: 12-14-2022



Eric Wolf

Approved as to Form

DATED: 12-15-2022


