

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE (this "**Agreement**") is entered into on February 7, 2018, by and between Haddad Investments, LLC, a California limited liability company doing business as Grand Catered Events doing business as Orange Conference Center ("**Caterer**"), St. John Maron Maronite Catholic Church, a California nonprofit corporation ("**Church**"), on the one hand, and Ernie Alonzo, an individual ("**Alonzo**"), and St. Michael's Media, Inc., a Michigan domestic nonprofit corporation doing business as Church Militant doing business as Orange Resistance ("**Militant**"), on the other hand. Caterer, Church, Alonzo and Militant are sometimes referred to collectively herein as the "**Parties**" or individually as a "**Party**."

RECITALS

A. Caterer and Alonzo entered into a written agreement dated on or about January 17, 2018 ("**Catering Agreement**") whereby Caterer agreed (in exchange for monetary consideration) to cater an event at The Orange Conference Center located at 300 S. Flower Street, Orange, California 92868 ("**Premises**") for Alonzo and Militant, which event was scheduled to be held on February 11, 2018 ("**Event**"). The Premises is located on real property owned by the Church.

B. For various reasons, Caterer was unable to host the Event at the Premises for Alonzo and Militant, and Caterer had to cancel the Event. Caterer alleges that its cancellation of the Event at the Premises was justified under the Catering Agreement and lawful. Alonzo alleges that Caterer breached the Catering Agreement by canceling the Event, and Alonzo further alleges that it (and Militant) has incurred or will incur various damages arising from Caterer's cancellation of the Event, which damage amounts Caterer disputes.

C. Caterer and Alonzo have come to resolution of these Claims (as defined below), and Caterer desires to make payment to Alonzo. In return, Alonzo and Militant make the promises and assume and undertake the duties set forth herein.

NOW THEREFORE, in order to avoid litigation expenses and uncertainties, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all of the Parties agree as follows:

Definitions

As used in this Agreement, the following phrases and words have the following meanings:

A. "Claim" or "Claims" shall refer to any and all claims, demands, liabilities, losses, damages, errors, patent defects, complaints, cross-complaints, causes of action, intentional or negligent acts, intentional or negligent omissions, liability without fault, misrepresentations, material omissions, fraud, deceit, breaches of contract, breaches of warranties, economic damages, non-economic damages, compensation, property damage, loss of use, loss of services, distress, attorney's fees, expert's fees, investigative costs, future professional fees, consultative expenses, relocation costs, diminution in value claims, and any other actionable omissions, conduct or damage of every kind and nature whatsoever, whether subrogated or non-subrogated, whether in tort, contract or extra-contractual, actual or contingent, foreseen or unforeseen, known or unknown, past, present or future described or otherwise arising from the Catering Agreement, Alonzo and Militant's proposed use of the Premises, the cancellation of the Event, and any circumstances involving the cancelation of the Event, as well as any resultant damages.

B. "Related Persons and Entities" shall refer to any and all past, present and future parent companies, divisions, subsidiaries, affiliates, related corporations and entities, members, stockholders, directors, officers, employees, agents, heirs, administrators, trusts, trustees, and each of their predecessors, successors, and assigns.

Specific Provisions

1. Recitals. Each of the above Recitals is incorporated herein by reference as further terms and conditions of this Agreement.
2. Settlement Payment. For good and valuable consideration of FIVE THOUSAND ONE HUNDRED AND SEVENTY SEVEN DOLLARS (\$5,177.00) (the "Settlement Payment"), Alonzo and Militant agree to settle, terminate and dispose of the Claims against Caterer, Church, and any of their Related Persons and Entities. Caterer shall cause the Settlement Payment to be delivered to Alonzo by cashier's check made payable to "Ernie Alonzo" upon full execution of this Agreement.
3. Release by Alonzo and Militant. Alonzo and Militant on their own behalf, and on behalf of their Related Persons and Entities, do hereby fully and finally settle, release, acquit, forever discharge and covenant not to sue Caterer, Church and any of their Related Persons and Entities as to the Claims. This Agreement may be pled as a full and complete defense to any action or other proceeding, as well as a basis for abatement of, or injunction against, such action or other proceeding. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of all Related Persons and Entities.
4. Waiver of Civil Code Section 1542. Alonzo and Militant each acknowledges and understands that there is a risk that, subsequent to the execution of this Agreement, they may have Claims which in some conceivable way arise out of, are caused by, or relate to these Claims or the Catering Agreement or the Event, which are unknown and unanticipated at the time this Agreement is signed, or may become more serious than they now expect or anticipate. Nevertheless, and solely as to the matters released by them in this Agreement, Alonzo and Militant hereby expressly waive all rights they may have in such unknown and unexpected consequences or results. Alonzo and Militant each understands California Civil Code Section 1542, and expressly waives its provisions which provide:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."
5. Confidentiality and Covenant Not to Publish Terms. Alonzo and Militant, and each of their Related Persons and Entities and each of their respective agents and attorneys, agree to keep the terms and provisions and text of this Agreement, including without limitation the amount paid hereunder, confidential; except that they may disclose that the Claims have been settled and that the terms of the settlement are confidential. In accordance therewith, Alonzo and Militant shall not voluntarily disclose the terms, provisions, or text of this Agreement to any other person or entity with the exception of their managing agents or attorneys. To the extent any terms are disclosed in such cases, the recipient of the information shall be told of this confidentiality agreement. To the extent there is ever a subsequent action or proceeding concerning the Claims herein, the Parties will make all reasonable efforts not to disclose the settlement amount in this Agreement, unless under seal and subject to further agreement and order of confidentiality in that subsequent act or proceeding.

6. **Non-Disparagement.** Alonzo and Militant agree that they will not disparage, deprecate, denigrate or criticize Caterer and Church from the date of this Agreement forward. It is understood that this provision is not intended to prevent, limit or restrict any party to this Agreement from testifying truthfully pursuant to a lawfully issued subpoena.

Miscellaneous Provisions

7. **Good Faith Settlement.** The Parties warrant, represent and agree that this settlement has been entered into in good faith, at arm's length, is without collusion, and is the product of the negotiation of adverse interests as between the Parties. Neither this Agreement nor any provision thereof shall be deemed prepared or drafted by one party or another, or its attorneys, and shall not be construed more strongly against any party.

8. **Enforcement, Fees.** The Parties hereby acknowledge, agree and stipulate that each has the right to enforce any provision of this Agreement by filing any appropriate action, proceeding, or motion in the Orange County Superior Court. The prevailing party in any arbitration, other action or proceeding arising out of or to enforce any provision of this Agreement shall be entitled to recover all of its reasonable attorneys' fees, expert fees, expenses, and costs (whether or not such fees, expenses, and costs are recoverable pursuant to the California Code of Civil Procedure) or in the enforcement of any judgment or award rendered.

9. **No Admission.** This Agreement is a result of a compromise among the Parties of disputed claims. This Agreement or any payment made pursuant to it shall never, at any time or for any purpose, be considered as an admission of liability and/or responsibility on the part of any of the Parties and any of their Related Persons and Entities, as they continue to deny such liability and disclaim such responsibility.

10. **Costs.** The Parties acknowledge and agree that each of them, as between them, and except as to the extent of the Settlement Payment being made pursuant to this Agreement, will bear their own costs, expenses and attorneys' fees arising out of and/or connected with the Claims and/or the negotiation, drafting and execution of this Agreement.

11. **California Law.** This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of California. The Parties expressly waive any claim to jurisdiction in any federal forum.

12. **Enforceability.** If any provision or any part of any provision of this Agreement is for any reason held to be invalid, unenforceable or contrary to any public policy, law, statute and/or ordinance, then the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

13. **Counterparts.** This Agreement may be executed in counterparts, and all so executed shall constitute an agreement which shall be binding upon all Parties hereto, notwithstanding that the signatures of all Parties' designated representatives do not appear on the same page.

14. **Admission.** In any action or proceeding relating to this Agreement, the Parties stipulate that a copy of this Agreement may be admissible to the same extent as the original Agreement unless the exceptions set forth in California Evidence Code Section 1511 are found to be applicable.

15. **Integration.** This Agreement constitutes the entire understanding between and among the Parties with regard to the matters herein set forth. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. This

Agreement shall be interpreted according to the terms, as defined in this Agreement or otherwise according to their ordinary meaning, without any parol evidence. This is an integrated agreement.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties as well as their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on February 7, 2018.

Haddad Investments, LLC
A California limited liability company
Doing business as Grand Catered Events
Doing business as Orange Conference Center

St. John Maron Maronite Catholic Church
A California nonprofit corporation

By: _____

By: _____
Msgr. Antoine Bakh

Title: _____

Date: _____

Date: _____

CATERER

CHURCH

Ernie Alonzo, an individual

St. Michael's Media, Inc.
A Michigan domestic nonprofit corporation
Doing business as Church Militant
Doing business as Orange Resistance

By: _____
Ernie Alonzo

By: _____

Date: _____

Title: _____

Date: _____

ALONZO

MILITANT