

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

Lumber Holdings, LLC,

Plaintiff (s),

vs.

American Indian Model

Schools

Defendant (s).

CASE NO. RG 15 788943

STIPULATION FOR SETTLEMENT

CONFIDENTIAL

NOT CONFIDENTIAL

IT IS HEREBY STIPULATED THAT THIS MATTER IS DEEMED SETTLED AT A JUDICIALLY-SUPERVISED SETTLEMENT CONFERENCE, AND PURSUANT TO THE PROVISIONS OF CODE OF CIVIL PROCEDURE SECTION 664.6, ON THE FOLLOWING TERMS AND CONDITIONS. THE PARTIES REQUEST, AND THE COURT HEREBY AGREES, THAT THE COURT SHALL RETAIN JURISDICTION TO ENFORCE THE TERMS OF THIS SETTLEMENT.

1. DEFENDANT(S) American Indian Model Schools ("Defendant(s)") shall pay to PLAINTIFF(S) Lumber Holdings, LLC ("Plaintiff(s)") the gross sum of \$ 200,000 (Two Hundred Thousand Dollars) as payment in full and complete settlement of all claims arising from the events described in the complaint or contained in this law suit or any claims or causes of action which could have or should have been contained in this lawsuit. Said payment shall be made no later than (*complete appropriate line*):
 - (a) — days after the date of this stipulation for settlement;
 - (b) 30 days after the parties execute the separate release and settlement agreement described in paragraph 6(a) below; *which is attached hereto.*
 - (c) _____, 2018;
 - (d) as described in paragraph 6 below or on the attachment hereto.

2. This settlement does does not dispose of the entire case.
3. All parties agree that this settlement is binding and enforceable. All parties agree not to come back to this court or any other court at any other time anywhere in the world and try to undo or re-do this settlement and they further agree to accept this settlement with the knowledge that all the parties will be barred from proceeding against any person or entity in this lawsuit as well as any person or entity anywhere in the world in the future regardless of what might happen in connection with any claims or causes of action which could have or should have been contained in their lawsuit. Additionally, this settlement is final and therefore there will be no court trial or jury trial under any circumstances whatsoever. There will be no appeals and all parties give up their right to an appeal. It is the intent of all parties to this agreement that the terms contained in this document represent a final, binding and enforceable agreement.
4. All parties will be responsible for their own court costs, attorney fees, medical liens, attorney's liens, if any, and all their own litigation expenses of any kind whatever, unless otherwise expressly and specifically stated herein. Defendants shall waive any claim for malicious prosecution.
5. Plaintiff(s) agree(s) All parties agree to a Civil Code Section 1542 waiver relating to all claims, known and unknown, arising prior to today, except as noted above. California Civil Code Section 1542 provides that: *"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."*
6. Additional Terms:
- (a) The parties will also will not sign a separate release and settlement agreement, *which is attached hereto.*
- (b) Defendant does not admit liability for any of Plaintiff's claims.
- (c) The parties agree that this settlement is is not confidential.

SEE ATTACHED PAGE FOR ADDITIONAL TERMS

7. Written dismissal(s) shall be filed no later than 45 days from the date of final payment. However if any enforcement is necessary or disputes arise after the filing of the dismissal, the parties request and the court hereby reserves jurisdiction to reinstate this case *nunc pro tunc* to this date so that the court can issue orders which are standard, appropriate, reasonable, fair, just and/or equitable.
8. On failure to comply with any of the terms of this settlement, any party may apply ex-parte for an entry of judgment or any other relief that is appropriate on 48 hours written (including email) notice to the opposing party and to that party's attorney, unless a different notice period is specified above.
9. This settlement shall be enforced pursuant to the terms of Section 664.6 of the Code of Civil Procedure as well as the terms of this settlement itself. Furthermore, this settlement consists of what is stated herein and only what is stated herein.
10. A formal notice of settlement **WILL** be filed no later than May 25, 2018.
11. The trial date and related dates are hereby **MAINTAINED**.
12. No compliance/dismissal hearing will be set in Dept. 301. All future dates will be set in the assigned judge's department.

This settlement is made in open court before the undersigned judge of the superior court. By signing below, the parties agree that they have read this settlement agreement and that they will be bound by all of the terms thereof as stated above.

Dated: May 18, 2018

Signed _____
Name Stephen A. Preonas, Esq.
Attorney for Plaintiff(s) _____

Signed Brenda Harbin-Forte
Name Brenda Harbin-Forte
Plaintiff/ On behalf of Plaintiff

Signed _____
Name _____, Esq.
Attorney for Plaintiff(s) _____

Signed _____
Name _____
Plaintiff/ On behalf of Plaintiff

Signed _____
Name _____, Esq.
Attorney for Plaintiff(s) _____

Signed _____
Name _____
Plaintiff/ On behalf of Plaintiff

Signed _____
Name _____, Esq.
Attorney for Plaintiff(s) _____

Signed _____
Name _____
Plaintiff/ On behalf of Plaintiff

Signed BRUNON
Name Brunon Schantz, Esq.
Attorney for Defendant(s) American Indian Rebel Shirts

Signed _____
Name Steven Leung
Defendant/ On behalf of Defendant

Signed _____
Name _____, Esq.
Attorney for Defendant(s) _____

Signed _____
Name _____
Defendant/ On behalf of Defendant

Signed _____
Name _____, Esq.
Attorney for Defendant(s) _____

Signed _____
Name _____
Defendant/ On behalf of Defendant

Signed _____
Name _____, Esq.
Attorney for Defendant(s) _____

Signed _____
Name _____
Defendant/ On behalf of Defendant

Signed _____
Name _____, Esq.
Attorney for Defendant(s) _____

Signed _____
Name _____
Defendant/ On behalf of Defendant

SEE ATTACHED PAGE FOR ADDITIONAL SIGNATURES

The Stipulation for Settlement is approved. The Court hereby retains jurisdiction to enforce the terms of this settlement.

Dated: May 18, 2018

Brenda Harbin-Forte
HONORABLE BRENDA HARBIN-FORTE
JUDGE OF THE SUPERIOR COURT

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter referred to as the "Release") entered into and effective as of May 18, 2018 by Lumbee Holdings, LLC (hereinafter referred to as "Plaintiff") on the one hand and defendant American Indian Model Schools (hereinafter referred to as "Defendant") on the other hand. Plaintiff and Defendant may hereinafter be referred to collectively as "Parties."

R E C I T A L S

a. This case arises from Defendants purchase of certain real property previously owned by Plaintiff and located at 171 12th Street in Oakland ("the Property") and the terms of the agreement between the Parties for Plaintiff to purchase the Property and the existence of a related lease agreement between the Parties for the Property (collectively referred to as "Subject Agreements").

b. In or about October 2015, Plaintiff filed a lawsuit entitled *Lumbee Holdings, LLC vs. American Indian Model Schools, et al.*, bearing Alameda Superior Court Case No. RG-15-788943 and concerning a dispute in connection with the Property, and seeking damages from AIMS for breach of the Subject Agreements and specific performance of the agreements (hereinafter the "Subject Litigation").

c. By this Release, Plaintiff intends to fully and completely release any and all claims Plaintiff may have regarding all allegations made in the Subject Litigation, or arising out of or relating to the Subject Agreements, against Defendant.

d. Plaintiff and Defendants desire to minimize the time and expenses which they may incur in connection with the Subject Litigation.

NOW, THEREFORE, in consideration contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

S E T T L E M E N T

1. INTENT OF THE PARTIES. By entering into this Release, it is the intent of the Parties to compromise and settle their claims against each other, and those of their past, present and future principals, agents, officers, directors, shareholders, employees, employers, partners, successors, assignees, heirs, devisees, indemnitors, insurance companies and attorneys, arising from or related to the Subject Litigation or Subject Agreements, and all other matters expressly or impliedly raised in the Subject Litigation. This Release is not, and shall not be treated as, an admission of liability by Defendant.

2. RELEASE AND DISCHARGE. Plaintiff hereby releases and discharges the Defendant, including any entities owned and/or operated by the Defendant, their

predecessors and successors in interest, heirs, assigns and their past, present and future principals, agents, officers, directors, shareholders, employees, employers, partners, assignees, heirs, devisees, indemnitors, insurance companies and attorneys from any and all past, present or future claims, demands, obligations or causes of action for compensatory or punitive damages, costs, losses, expenses and compensation, whether based on tort, contract or other legal or equitable theories of recovery which Plaintiff has against Defendant, or which may later accrue to, or be acquired by Plaintiff against Defendant, arising from or related to the Subject Agreements, and all other matters expressly or impliedly raised in the Subject Litigation.

Defendant hereby releases and discharges Plaintiff, including any entities owned and/or operated by Plaintiff, its predecessors and successors in interest, heirs, assigns and his past, present and future principals, agents, officers, directors, shareholders, employees, employers, partners, assignees, heirs, devisees, indemnitors, insurance companies and attorneys from any and all past, present or future claims, demands, obligations or causes of action for compensatory or punitive damages, costs, losses, expenses and compensation, whether based on tort, contract or other legal or equitable theories of recovery which Defendant have against Plaintiff, or which may later accrue to, or be acquired by Defendant against Plaintiff, arising from the Subject Agreements, and all other matters expressly or impliedly raised in the Subject Litigation.

3. CONSIDERATION. As consideration for this Release, the Parties agree as follows:

a. Defendant hereby agrees to pay Plaintiff, the sum of Two Hundred Thousand (\$200,000.00) dollars.

b. Plaintiff or Plaintiff's counsel must provide Defendant with a completed 2018 W-9, along with payment instructions, in order to receive payment of the aforementioned settlement sum. Defendant shall pay Plaintiff the aforementioned settlement sum within twenty-one (30) days of receipt of Plaintiff's signature on this Release, or receipt of Plaintiff's/Plaintiff's counsel's W-9, whichever occurs later in time.

c. Plaintiff agrees that this compromise and settlement shall constitute a bar to all future claims (known and unknown), demands, obligations or causes of action against Defendant. This bar shall be effective upon execution of this Release.

d. Plaintiff and Defendant will bear their own costs, expert fees, attorneys' fees and all other monies incurred or paid in connection with this Release and the Subject Litigation.

4. RELEASE OF UNKNOWN CLAIMS.

a. This Release is intended to be a full general and mutual release and to constitute a full and final accord and satisfaction, extending to all claims of any nature that may exist between the Parties to this Release, including, without limitation, claims

for injuries, damages or losses to their person and their property, real and personal, tangible and intangible, whether known or unknown, suspected or anticipated, unsuspected or unanticipated, arising out of or relating to the Subject Litigation or Plaintiff's attempted purchase of the properties involved in the Subject Agreements.

b. The Parties certify that they have read, understand and expressly waive the following provisions of California Civil Code Section 1542:

"A general release does not extend to claims which 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 settlement with the debtor."

c. The Parties understand and acknowledge that the significance and consequence of this waiver of California Civil Code Section 1542 is that even if one of them should eventually suffer additional damages or losses from their prior interactions arising out of or relating to Plaintiff's ownership and/or occupation of the Subject Property or the matters raised expressly or impliedly in the Subject Litigation, they will not be able to make any claim for those damages, losses or obligations. Furthermore, all Parties to this Release acknowledge that they intend these consequences even as to claims for damages, losses or obligations that may exist as of the date of this Release but which they do not know exist, and which, if known, would materially affect their decision, either singularly or collectively, to execute this release, regardless of the cause of their lack of knowledge.

5. NO ADMISSION. This Release is the compromise of a disputed claim and fully and finally settles all claims between the Plaintiff and Defendant stemming from any and all dealings, contracts or transactions between the Plaintiff and Defendant, from the beginning of time, and to buy peace and to prevent any further involvement and dispute. Nothing contained in this Release, including, without limitation, the payment of any consideration hereunder or the waiver of any rights hereunder, shall be interpreted or construed to be an admission on the part of, or to the prejudice of, any person or party named herein. Except for the obligations created by this Release, Defendant expressly deny any and all liability associated with or related, whether directly or indirectly, to the Subject Litigation and claims therein described.

6. NO ASSIGNMENT. Plaintiff represents and warrants that he has not heretofore assigned, transferred or hypothecated or purported to have assigned, transferred to hypothecated or will in the future assign, transfer or hypothecate to anyone any debt, judgment, claim, liability, demand, action, cause of action, or any interest therein, based upon or arising out of or pertaining to or concerning or connected with any matter, facts, events, circumstances or things released herein.

7. NO INDUCEMENT. Plaintiff declares and represents that no promises, inducements or other agreements not expressly contained herein have been made and that this release contains the entire agreement between the Parties and the terms of this Release are contractual and not recitals only.

8. AUTHORITY OF SIGNATORIES.

All Parties covenant that they possess the necessary capacity and authority to sign and enter into this Release.

9. BINDING EFFECT.

The provisions of this Release will be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors in interest and assigns of the respective parties hereto.

10. FURTHER DOCUMENTS.

Plaintiff and Defendant hereto agree to execute and deliver such other additional documents as may be required to effectuate each of the terms of this Release.

11. ADVICE OF ATTORNEY.

Plaintiff warrants and represents that, in executing this Release, he has relied upon legal advice from the attorney of his choice; that the terms of this Release have been read, and its consequences (including, but not limited to, risks, complications and costs) have been completely explained to him by that attorney; that adequate time has been given for Plaintiff to consult with his attorney, to ask any questions concerning this Release, to receive responses to those questions, and to contemplate the attorney's advice concerning this Release; and that the Plaintiff fully understands the terms of this Release. Plaintiff acknowledges, warrants and represents that, in executing this Release, he has not relied on any inducements, promises or representations made by any other party to this Release or any person or entity representing or serving another party, except for those expressly stated in this Release.

12. NO MODIFICATION.

The Stipulation for Settlement and this Agreement sets forth the entire agreement between the Parties and may not be altered, amended or modified in any respect except by written instrument, duly executed by the party to be charged. All earlier understandings, oral agreements and writings are expressly superseded hereby and are of no further force or effect.

13. ATTORNEYS' FEES ARISING OUT OF THIS SETTLEMENT AGREEMENT.

Plaintiff has entered into this Release with the specific understanding that it is enforceable by the court in which the Subject Litigation has been filed. In the event any party fails to perform the conditions or terms required therein, the Parties request that the court retain jurisdiction to enforce the terms of this Release, pursuant to Code of Civil Procedure, Section 664.6. The Parties to this Release hereby waive any rights they may otherwise have to appeal any decision by the court in deciding any issue relating to the enforcement of this Release under Code of Civil Procedure, Section 664.6 including any awards of attorneys' fees or costs.

14. ENFORCEABLE SETTLEMENT AGREEMENT

Plaintiff specifically entered into this Release with the understanding that it is binding and enforceable by the court in which the Subject Litigation has been filed. In the event any party fails to perform the conditions or terms required therein, the court may enforce the terms of this Release, pursuant to *Code of Civil Procedure* §664.6.

15. CONSTRUCTION.

As used in this Release, the masculine, feminine or neuter gender, the singular or plural numbers and the conjunctive or disjunctive shall each be deemed to include the other whenever the context so indicates. This Release shall be construed in accordance with its fair meaning, the captions being for the convenience of the Parties only and not intended to describe or define the provisions in the portions of the Release to which they pertain. The terms of this Release have been freely negotiated by the Parties, and this Release shall not be construed against the drafter, as these drafting services have been performed as a courtesy to the other parties to this Release. In the event that any provision of this Release is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect.

16. CROSS-REFERENCES.

Any cross-references in this Release, unless specifically directed to another agreement or document, refer to provisions within this Release and shall not be considered to be references to the overall transaction or to any other agreement or document.

17. CALIFORNIA LAW.

Under this Release, any and all rights and duties set forth in it, including matters of construction, validity and performance, shall be interpreted, enforced and governed by the laws of the State of California, applicable to written instruments entered into solely in California.

18. SEVERABILITY. If any term, provision, covenant or condition of this Release is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of

this Release Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

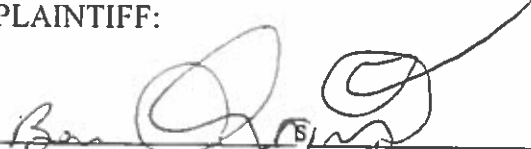
19. EFFECTIVE DATE OF AGREEMENT. This Release shall take effect immediately upon execution by the Parties.

21. EXECUTION OF THE AGREEMENT; COUNTERPARTS; ELECTRONIC SIGNATURES

This Release may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.

The exchange of copies of this Release and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Release as to the Parties and may be used in lieu of the original Release for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

PLAINTIFF:



Lumbee Holding, LLC
By: Ben Chavis
Its: Managing Member

Dated: May 18, 2018

APPROVED AS TO FORM


KATZOFF & RIGGS, LLP
ATTORNEYS FOR PLAINTIFF



STEPHEN PREONAS

Dated: May 18, 2018

DEFENDANT



AIMS
By: Steven Leung
Its: Pres. Board of Directors

Dated: May 18, 2018

SCHANTZ LAW FIRM
ATTORNEYS FOR DEFENDANT



BRANDON SCHANTZ

Dated: May 18, 2018