

SETTLEMENT AGREEMENT AND RELEASE

1. **PARTIES**: The parties to this Agreement of Settlement and Release (“Agreement”) are Mark Baker (“Plaintiff”) on the one hand, and Jack in the Box Inc. (“Defendant”) on the other hand (collectively “the Parties”). There are no intended beneficiaries of this Agreement other than as specifically stated herein.
2. **RECITALS**: This Agreement is made with reference to the following facts:
 - 2.1. Defendant is the franchisor of a Jack in the Box restaurant located at 1035 Alamo Drive, Vacaville, California. This property, which is the subject of the Disputes between the Parties referenced in Paragraphs 2.2 and 2.3 below, is hereinafter referred to as the “Facility.”
 - 2.2. Certain disputes and controversies (the “Disputes”) have arisen between the Parties hereto.
 - 2.3. The Disputes include, but are not limited to, the claims, complaints, demands and causes of action set forth by Plaintiff in a civil action pending in the Superior Court of the State of California, in and for the County of Solano, entitled *Mark Baker v. Gogris Corporation, et al.*, case no. CU25-06372.
 - 2.4. In the Lawsuit, Plaintiff claims, inter alia, that the Facility does not comply with the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq. (“ADA”), the Unruh Act, Cal. Civil Code § 51 et seq., and other statutes. Defendant has denied, and continues to deny, these claims.
 - 2.5. It is the intention of the Parties to settle and dispose of, fully and completely, the Disputes and any and all claims, potential claims, complaints, demands, and causes of action reflected in the Lawsuit or relating to the Facility as alleged against Defendant, or which may have arisen prior to the effective date of this Agreement from the same operative facts as those alleged in the Lawsuit and keep all facts and circumstances of the Lawsuit in strict confidence.

NOW, THEREFORE, the Parties agree as follows:

3. **PAYMENT**: Within twenty-one (21) days after receipt of this Agreement executed by Plaintiff, and as a condition to Plaintiff’s duty to dismiss the Lawsuit against Defendant, Defendant shall cause to be paid the total sum of Four Thousand Dollars (\$4,000) to Plaintiff and Plaintiff’s counsel in the form of a check made payable to “Mark Baker” and delivered to 1520 E Covell Blvd Ste 5, # 467 Davis, CA 95616. To facilitate the Settlement Payment, Plaintiff shall provide Defendant with his tax identification number

and/or W-9. It is understood and agreed that Plaintiff is liable for all tax obligations, if any, with respect to the Settlement Payment. Plaintiff takes complete responsibility for any tax liability from the receipt of any settlement monies under this Agreement. Plaintiff agrees that the Settlement Payment resolves any claims (alleged in the Action) for attorney's fees and costs.

4. **DISMISSAL:** Within five (5) business days after receipt of the payment set forth in Paragraph 4 of this Agreement, Plaintiff shall dismiss Defendant from the Lawsuit with prejudice, with each Party bearing its own attorneys' fees, experts' fees, and costs. Plaintiff will file such a Request for Dismissal with the Court in accordance with this Agreement.

5. **RELEASES AND COVENANTS:** In consideration of the mutual releases contained herein, and for other good and valuable consideration, the receipt of which is acknowledged by each Party, the Parties promise, agree, and release as follows:

5.1. Except as to such rights or claims as may be created by this Agreement and as otherwise provided in herein, and in consideration of the execution of this Agreement by Defendant, Plaintiff on his own behalf, and on behalf of his grantees, agents, representatives, heirs, executors, administrators, devisees, trustees, successors, assigns, assignors, attorneys, and any other entities in which Plaintiff has an interest (collectively, the "Releasing Parties") hereby releases, remises, and forever discharges Defendant and its, subsidiaries, managers, members, administrators, executors, trustors, beneficiaries, , heirs, assigns, successors, predecessors, employees, agents, attorneys, , individuals, firms, insurers (including their current and former agents), officers, directors, , shareholders and all others claiming by or through them (the "Released Parties") hereto from any and all claims, potential claims, demands, and causes of action reflected in the Lawsuit, and any other claims, demands, or causes of action which may have arisen from the same or similar operative facts as those alleged in the Lawsuit from the beginning of time up to and through the Effective Date whether known or unknown, whether suspected or unsuspected, whether fixed or contingent, including those arising under any theory of law, whether common, constitutional, statutory or other, of any jurisdiction, foreign or domestic, whether in law or in equity, which they now have, ever had, or may claim to have against any of the Released Parties, that existed prior to and including the

Effective Date, including, without limitation, those arising out of or relating to: (i) the Facility, the Lawsuit, and/or the subject matter of this Agreement; (ii) any acts or omissions by the Releasing Parties occurring, or conditions existing, prior to the Effective Date; and (iii) any costs, attorneys' or expert fees, or expenses incurred or to be incurred by the Releasing Parties in connection with the subject matter hereof, including but not limited to the ADA and the Unruh Act and any related civil rights laws and regulations (collectively, the "Released Claims"). The Releasing Parties hereby acknowledge and agree that, except as expressly set forth in this Agreement, the Released Parties have no other liabilities or obligations, of any kind or nature, owed to the Releasing Parties, in connection with or relating to the Released Claims or otherwise.

- 5.2. The Parties waive, in connection with this settlement, the benefit of the provisions of § 1542 of the Civil Code of the State of California, 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.

This Agreement shall act as a release of future claims that may arise from the above-mentioned Dispute, whether such claims are currently known, unknown, foreseen or unforeseen. The parties hereto understand and acknowledge the significance and consequence of the specific waiver of §1542, above, and hereby assume full responsibility for any injuries, damages, losses or liability that may hereafter occur from the above-specified Dispute. The parties agree that they expressly separately bargained for this waiver. The parties agree that the Dispute is limited to the LVT system that was installed near the Jack in the Box 1035 Alamo Drive, Vacaville, California and that this waiver of §1542 does not apply to any other LVT systems at any other locations or to any future installations of an LVT or similar system that uses LED lights.

- 5.3. Plaintiff understands the significance and consequences of a California Civil Code Section 1542 waiver, and hereby assumes full responsibility for any damages or losses caused by this waiver.

6. **REPRESENTATIONS AND WARRANTIES**: Each Party to this Agreement represents, warrants, and agrees as to itself as follows:
- 6.1. Each Party has received independent legal advice with respect to the advisability of making the settlement provided for herein, with respect to the import of Civil Code § 1542, and with respect to the advisability of executing this Agreement.
 - 6.2. No Party (nor officer, agent, employee, representative, partner, trustee, executor, administrator or attorney of or for any Party) has made any statement or representation to any other Party regarding any fact relied upon in entering into this Agreement other than as set forth in Paragraphs 3 and 4, above, neither Party relies upon any statement, representation or promise of any other Party (nor officer, agent, employee, representative, partner, trustee, executor, administrator or attorney for the other Party), in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement.
 - 6.3. Each Party to this Agreement has made such investigation of the facts pertaining to this settlement and this Agreement and all of the matters pertaining thereto as it deems necessary.
 - 6.4. Each Party or responsible manager or officer thereof has read this Agreement and understands the contents hereof. Each of the managers or officers executing this Agreement on behalf of their respective corporations is empowered to do so and thereby binds their respective corporation.
 - 6.5. Each Party has not heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, potential claims, demands, and cause or causes of action disposed of by this Agreement.
 - 6.6. Each term of this Agreement is contractual and not merely a recital.
 - 6.7. Each Party is aware that it may hereafter discover claims or facts in addition to or different from those it now knows or believes to be true with respect to the matters related herein. Nevertheless, it is the intention of the Parties to fully, finally, and forever settle the Lawsuit and the Disputes as between Plaintiff and the Defendants and release the matters described in the releases set forth in paragraphs 5.1 and 5.2, above. In furtherance of such intention, the releases given hereon shall be and remain in effect as full and complete mutual releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

- 6.8. The Parties will execute all such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement.
- 6.9. Plaintiff warrants that no counsel is entitled to the Settlement Payment, and Plaintiff will hold Defendant harmless for its attorney's fees and costs should any such claim be made.
7. **SETTLEMENT**: This Agreement effects the settlement of claims which are denied and contested and nothing contained herein shall be construed as an admission by any Party hereto of any liability of any kind to any other Party. Each Party denies any liability in connection with any claims and intends merely to avoid litigation and buy its peace. This settlement is to resolve Plaintiff's claims as alleged in the Lawsuit. The Parties agree that the settlement payment consists of all of Plaintiff's damages, including, but not limited to, emotional distress, pain and suffering on account of personal physical injuries, as well as attorneys' fees, litigation expenses and costs, expert costs, incurred or to be incurred in this matter, which includes all statutory fees that might otherwise be recovered under either ADA or the Unruh Act, but does not include payment for any attorneys' fees and/or costs which may be incurred to enforce the terms of this Agreement.
8. **SEVERANCE**: If any provision of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, such provision shall be deemed to be severed and deleted; and neither such provision, nor its severance and deletion, shall affect the validity of the remaining provisions.
9. **MISCELLANEOUS**:
- 9.1. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California. This Agreement shall become effective and enforceable on the last date executed by the Parties.
- 9.2. This Agreement is the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written agreements and discussions. This Agreement may be amended only by an agreement in writing, executed by all Parties hereto.

- 9.3. This Agreement is binding upon and shall inure to the benefit of the Parties hereto, their respective agents, partners, lessors, investors, attorneys, employees, representatives, officers, directors, divisions, subsidiaries, heirs, spouses, sons, daughters, predecessors, , successors in interest and shareholders.
- 9.4. Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party.
- 9.5. This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.
- 9.6. The Parties agree that they will work cooperatively to resolve any issues, concerns, and/or disputes regarding the Parties' respective obligations under this Agreement. The Parties agree that this Agreement shall be enforceable pursuant to Code of Civil Procedure Sections 664.6 and 1282, and Evidence Code Section 1123, et seq. and shall be admissible in Court as proof of the terms of this Agreement, for purposes of establishing in court that an agreement has been reached by the Parties and for enforcing and interpreting the Agreement, notwithstanding otherwise enforceable requirements of confidentiality. The prevailing party of any enforcement action shall be entitled to recover its reasonable attorneys' fees, costs and litigation expenses from the losing party, unless the prevailing party initiated the action without providing 30 days' notice of intent to file said enforcement action.
- 9.7. The paragraphs and provisions of this Agreement are severable; if any paragraph or provision is found unenforceable, the remaining paragraphs and provisions shall remain in full effect.
- 9.8. Defendant shall not be chargeable with, liable for, or responsible for anything or in any amount for any delay caused by fire or other casualty, earthquake, flood, inclement weather, pandemic, explosion, acts of God or the public enemy, any action, inaction, delay or interference by governmental authorities (including, without limitation, delays in promptly issuing the permits and approvals required for any construction), war, invasion, insurrection, rebellion, terrorism, riots, strikes or lockouts, acts or omissions of tenants or any other cause, whether similar or dissimilar to the foregoing, which is beyond the reasonable

control of Defendants (collectively, "Force Majeure Delays"). Any delay in Defendant's performance under this Agreement arising out of or in connection with Force Majeure Delays shall not be deemed to be a breach by Defendants under this Agreement and any time period within which Defendants are obligated to perform under the Agreement shall be extended for a period of time which is reasonable in light of such Force Majeure Delays (which extension shall in no event be less than the duration of the events causing such delay).

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

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date of the last signature.

By: Mark Baker
Plaintiff Mark Baker
Dated: 9/27/2025

By: Timothy P. Lindell
Defendant Jack in the Box Inc.
Name: Timothy P. Lindell
Title: VP Brand Services General Counsel
Dated: Sept 25, 2025

Signature: 
Email: tim.lindell@jackinthebox.com


Baker SETTLEMENT AGREEMENT (rev'd Final)


Final Audit Report


2025-09-25


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