

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release (“Agreement”), effective September 28, 2020, is made and entered into by Missael Maciel (“Plaintiff”), an individual on the one hand, and L & C Food Distribution, Inc. and Luneng Hengxin, USA, LLC dba Hawkwood Enterprise (Collectively referred to as “Defendants”) on the other. The Defendants and Plaintiff shall be collectively referred to herein as the “Parties,” with reference to the following facts:

A. Plaintiff filed a civil lawsuit against Defendants on or about March 2, 2020 in the State of California, County of Los Angeles, case no. 20PSCV00171 alleging: (1) Retaliation for reporting legal violation; (2) Retaliation for exercising employee right; (3) Wrongful termination in violation of public policy; (4) Failure to provide meal breaks; (5) Failure to provide rest breaks; (6) Failure to pay overtime wages; (7) failure to provide adequate pay stubs; (8) failure to maintain adequate records; (9) failure to pay all wages due upon termination; (10) Private Attorneys General Act; and (11) Unfair competition. (hereinafter “the Action”). On July 6, 2020 Plaintiff amended his Complaint to substitute Lloyd Chen and Ruiyang Xiao for the fictitious Defendants Does 1 and 2.

B. Defendants deny all of Plaintiff’s allegations and deny that they have any legal or equitable responsibility for the damages, wages, or penalties alleged by Plaintiff.

C. Plaintiff and Defendants desire to fully and finally compromise, settle and release all individual claims arising out of and related to Plaintiff’s employment with Defendants, the separation of Plaintiff’s employment with Defendants, and any and all other lawsuits, actions, causes of action and claims, whether in law or equity, grievances, debts, liens, contracts, agreements, promises, demands, liabilities, obligations, suits, indebtedness, controversies, losses, damages, costs, fees, expenses or harm, rights and/or charges of any kind or nature whatsoever, fixed or contingent and whether known or unknown, suspected or unsuspected, arising out of or

based on any fact, matter or event which occurred prior to the date of this Agreement. Plaintiff agrees to dismiss the PAGA representative claim with prejudice as to himself, and without prejudice as to any absent PAGA member.

D. Plaintiff has not alleged and is not alleging any gender harassment, sexual harassment, discrimination based on sex and/or gender, or any claim relating to sex and/or gender.

E. Now, THEREFORE, in consideration of the covenants and conditions set forth below, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound hereto, agree as follows:

1. PAYMENT OF MONEY

In consideration for the execution of the general release, dismissal of his claims with prejudice, and agreement to the other terms of this Agreement by Plaintiff herein, Defendants will pay a Total Settlement amount of Seventy Five Thousand Dollars and No Cents (\$75,000.00) (“Settlement Sum”) to Plaintiff. The consideration paid by Defendants is specifically in exchange for Plaintiff’s release of all claims. The Settlement Sum shall be paid in two separate checks as follows:

A. The first check in the amount of Sixty Seven Thousand Five Hundred Dollars (\$67,500.00) is payment for non-wage damages, such as alleged emotional distress (to which characterization the Defendants make no representation), attorneys’ fees and costs, and is not a payment of wages or substitution of wages within the meaning of §104(a)(2) of the Internal Revenue Code (“Non-Wage Payment”). The Non-Wage Payment shall be paid by check made payable to “Jaurigue Law Group, APC,” and sent to Jaurigue Law Group, 300 W. Glenoaks Blvd., Ste. 300, Glendale, CA 91202 c/o Michael Jaurigue. The Non-Wage Payment of the Settlement Sum made payable to the Client Trust Account will be reported to the Internal Revenue Service and all applicable state or local taxing authorities by means of a Form 1099.

B. The second check in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) represents wages, subject to garnishments and tax withholdings as required by law (“Wage Payment”). The Wage Payment shall be paid by check made payable to “Missael Maciel Mendoza”, less all required payroll deductions and withholdings.

Plaintiff agrees that the Settlement Sum compensates him for all economic damages, personal injuries, injuries to reputation, emotional pain and suffering, wages, and any other damages or claims of any kind or nature allegedly caused by the purported conduct of Defendants or any party released herein. Plaintiff shall dismiss his individual claims with prejudice and dismiss the PAGA representative claim with prejudice as to himself and without prejudice as to any absent PAGA member upon clearance of the checks constituting the Settlement Sum. The Parties understand and acknowledge that no payment will be tendered to the California Labor and Workforce Development Agency pursuant to the Labor Code Private Attorneys General Act, or otherwise, in connection with this Agreement.

Defendants will deliver the sum described above to Plaintiff’s counsel within 30 calendar days of Defendants’ counsel’s receipt of: (1) an executed copy of this Agreement by Plaintiff, and (2) the tax identification numbers and executed W-9 forms and W-2 forms (if applicable) for Jaurigue Law Group, APC and Plaintiff.

2. RELEASE OF ALL CLAIMS

Plaintiff recognizes and agrees that Defendants, as part of this Agreement, do not admit any violation of law or any liability of any kind or nature to Plaintiff or to anyone else as a result of or arising out of Plaintiff’s relationship and/or employment and/or Plaintiff’s separation of employment with Defendants. With the exception of Defendants’ obligations under this Agreement, Plaintiff, for himself and for his heirs, family members, executors, administrators, successors, attorneys, agents, representatives, and assigns, hereby fully and forever releases and

discharges Defendants, and any other person or entity associated with Defendants, present, future, or former, known or unknown, whom the Plaintiff might claim to be liable, including, but not limited to Lloyd Chen and Ruiyang Xiao, any of Defendants parent corporations, subsidiaries, divisions, affiliates, partners, shareholders, members, employees, agents, directors, officers, attorneys, landlords, licensees, lessors, insurers, reinsurers, employee benefit plans and plan fiduciaries, representatives, predecessors, successors, assigns, transferees, heirs, executors, administrators, and related entities, and all other persons, firms, corporations, associations, partnerships, or entities having any legal relationship to each other (collectively “Released Parties”) of and from any and all claims, demands, causes of action, charges and grievances, of whatever kind or nature, whether known or unknown, suspected or unsuspected, which Plaintiff now owns or holds or has at any time before this date owned or held against Defendants, or any of the Released Parties, including, but not limited to, any and all claims, charges, damages, losses, demands and causes of action of any kind whatsoever, fixed or contingent, and whether known or unknown, suspected or unsuspected, which Plaintiff now owns or holds or has at any time before this date owned or held against the Defendants, including but not limited to any and all claims: (1) which arose out of or are in any way connected with Plaintiff’s employment for Defendants or Plaintiff’s separation from Defendants and (2) which are related to or concern any law, including, but not limited to: (i) discrimination, harassment, and retaliation under local, state or federal law based on age, sex, race, color, national origin, religion, disability status, or any other category protected by any such law including, but not limited to, Federal and State Civil Rights Statutes; (ii) wrongful termination, breach of express and implied-in-fact contract, breach of the covenant of good faith and fair dealing, intentional and negligent infliction of emotional distress, defamation and self-compelled defamation, invasion of privacy, breach of employment contract, fraud or

negligent misrepresentation, assault, battery, intentional interference with contractual relations and prospective economic advantage, violation of public policy, and other torts; (iii) failure to pay wages, overtime, meals and rest breaks, penalties, interest, severance pay, commissions, bonuses, sick leave, holiday pay, vacation pay, either individually or as part of a class action, collective action, and/or representative action; (iv) violation of California *Business and Professions Code* Section 17200, et seq., and/or the California *Labor Code*, including *Labor Code* section 1102.5; the California Fair Employment and Housing Act; the California Industrial Welfare Commission Wage Orders; the California Private Attorney General Act; (v) violation of the CFRA or the FMLA or any other local, state, or federal leave statute, (3) or which arose out of or are in any way connected with any transactions, occurrences, acts, omissions, loss, damage or injury whatsoever resulting from any act committed or omission made prior to the date of this Agreement (“Released Claims”).

It is Plaintiff’s intention that Plaintiff’s execution of this Agreement will forever bar every claim, demand, cause of action, charge and grievance against Defendants existing at any time prior to and through the date of execution of this Agreement.

Because this is Plaintiff’s intention, Plaintiff expressly waives any and all rights and benefits conferred upon Plaintiff by the provisions of Section 1542 of the California *Civil Code*.

Section 1542 provides:

“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.”

It is also understood and agreed by Plaintiff that this Release expressly includes settlement of Plaintiff’s claims, if any, for employment termination and/or retaliation and/or willful misconduct, and therefore, expressly precludes him from filing any additional petitions for

supplemental benefits under California *Labor Code* sections 132(a) and 4553. Plaintiff understands and agrees that he shall not file such a petition in any Workers' Compensation proceeding for alleged retaliation or serious and willful misconduct and he expressly agrees that he shall in any Compromise and Release entered into any Workers' Compensation proceeding, provide for the compromise and release of any and all claims against Defendants under California *Labor Code* sections 132(a) and 4553. This Agreement has no effect on any Workers' Compensation claim filed by Plaintiff dated prior to September 28, 2020.

Plaintiff understands that the General Release does not release any claims that he cannot lawfully release, including any rights to indemnity under *Labor Code* section 2802. Plaintiff represents that he has not filed any action, claim, charge, or complaint other than what is referenced in the Recitals above against Defendants, or any other Released Party, with any local, state, or federal agency or court, except with regard to any pending Workers' Compensation claims.

To the fullest extent permitted by law, Plaintiff agrees that he will not institute or initiate any action, administrative action, grievance, or other suit against the Released Parties with any state, federal, or local court or agency or other tribunal related to claims released through this Agreement. This provision shall not affect or interfere with Plaintiff's right to file a charge with the Equal Employment Opportunity Commission or participate, cooperate, or assist in an investigation or proceeding conducted by any federal or state enforcement agency; but Plaintiff knowingly and voluntarily waives the right to any form of recovery or compensation in any such action arising from or related to Plaintiff's employment with Defendants.

In the event that Plaintiff is a party to, or is a member of a class that institutes any claim or action against the Released Parties arising from conduct which predates this Agreement, Plaintiff agrees that his claims shall be dismissed or class membership terminated immediately upon

presentation of this Agreement, and Plaintiff shall execute any papers necessary to achieve this end.

3. CONFIRMATION OF AGE

Plaintiff verifies that he is under 40 years of age as of the date he signs this Agreement.

4. MEDICAL AND SOCIAL SECURITY LIENS AND BENEFITS

Plaintiff warrants and represents that he presently is not, nor has he ever been enrolled in Medicare Part A or Part B, or any state equivalent. Further, Plaintiff represents and warrants that he has not received Social Security Disability benefits to date.

Plaintiff agrees to indemnify and hold harmless the Released Parties from any claims of, or rights of recovery as a result of any future payment which may be made by Medicare or any other entity for or on behalf of Plaintiff for such future care. Plaintiff agrees to hold harmless the Released Parties for any loss of Medicare benefits or Social Security benefits Plaintiff may sustain as a result of this Agreement. In addition, Plaintiff agrees, as part of this Agreement, to release any right to bring any possible future action under the Medicare Secondary Payer Statute against the Released Parties.

Plaintiff has been apprised of his right to seek assistance from legal counsel or directly from the Social Security Administration or other government agencies regarding the impact this Release may have on Plaintiff's current or future entitlement to Social Security or other governmental benefits. Plaintiff acknowledges that acceptance of these settlement funds may affect Plaintiff's rights to other governmental benefits, insurance benefits, disability benefits, or pension benefits.

A. MEDICARE CONFIRMATION

a. Definitions:

1. “Conditional Payments” shall have the meaning ascribed to it under the MSP Statute and implementing regulations.
2. “MMSEA” means the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173), which, in part, amended the Medicare Secondary Payer statute at 42 U.S.C. § 1395y(b)(7) and (8). This portion of MMSEA is referred to herein as “Section 111 of MMSEA”.
3. “MSP Statute” means the Medicare Secondary Payer (“MSP”) statute. 42 U.S.C. § 1395y(b).

b. Plaintiff represent that he is not enrolled in the Medicare program and was not enrolled at any time prior to the date of this Agreement.

c. Plaintiff and Plaintiff’s counsel represent and warrant that the information provided to the Parties being released herein for confirmation of Plaintiff’s Medicare status, including Plaintiff’s name, gender, date of birth, and Social Security Number, is complete, accurate, and current as of the date of this Agreement.

d. Plaintiff represents and warrants that no Medicaid payments have been made to or on behalf of Plaintiff and that no liens, claims, demands, subrogated interests, or causes of action of any nature or character exist or have been asserted arising from or related to any Released Claims. Plaintiff’s counsel, to the best of their knowledge, represent and warrant that no Medicaid payments have been made to or on behalf of Plaintiff and that no liens, claims, demands, subrogated interests, or causes of action of any nature or character exist or have been asserted arising from or related to any Released Claims. Plaintiff and Plaintiff’s counsel further agree that Plaintiff, and not Defendants or the Released Parties, shall be responsible for satisfying all such

liens, claims, demands, subrogated interests, or causes of action that may exist or have been asserted or that may in the future exist or be asserted with respect to the Released Claims.

e. Plaintiff agrees to indemnify and hold harmless the Released Parties herein from any and all claims, demands, liens, subrogated interests, and causes of action of any nature or character that have been or may in the future be asserted by Medicare and/or persons or entities acting on behalf of Medicare, or any other person or entity, arising from or related to this Agreement, the payment of the Settlement Sum, any Conditional Payments made by Medicare, or any medical expenses or payments arising from or related to any claim released herein that is subject to this Agreement or the release set forth herein, including but not limited to: (a) all claims and demands for reimbursement of Conditional Payments or for damages or double damages based upon any failure to reimburse Medicare for Conditional Payments; (b) all claims and demands for penalties based upon any failure to report, late reporting, or other noncompliance with or violation of Section 111 of MMSEA that is based in whole or in part upon late, inaccurate, or inadequate information provided to the Released Parties by Plaintiff or Plaintiff's counsel or upon any failure of Plaintiff or Plaintiff's counsel to provide information; and (c) all Medicaid liens. This indemnification obligation includes all damages, double damages, fines, penalties, attorneys' fees, costs, interest, expenses, and judgments incurred by or on behalf of the Released Parties in connection with such claims, demands, subrogated interests, or causes of action.

5. TAX LIABILITY

Defendants' payment to Plaintiff described above in paragraph 1 represents a compromise of Plaintiff's claims against Defendants. Plaintiff recognizes that Defendants are not withholding any federal or state income taxes, FICA or any other type of payroll deduction from the Non-Wage Payment of the Total Settlement amount and that no FICA contribution is being made by Defendants on such payment. Plaintiff agrees that any liability for state or federal income tax

payments or penalties arising from said payment shall be Plaintiff's sole responsibility. Plaintiff agrees to indemnify and to hold harmless Defendants from any and all actions, claims or demands brought by any tax or other authority based upon Plaintiff's tax obligations arising from the payment to be made pursuant to this Agreement, and agrees specifically to reimburse Defendants for any taxes, interest and penalties paid by Defendants and for the costs, legal fees, and any other expenses incurred by Defendants as a result of any such actions, claims or demands which are reasonable and necessary.

Plaintiff understands and agrees that Defendants are neither providing tax nor legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement. Plaintiff further understands and agrees that Defendants will have no obligation to defend any action brought against Plaintiff by any taxing authority.

Notwithstanding any other provision herein, the Parties hereto intend that payments and benefits under this Agreement be exempt from Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder (collectively, "Section 409A") and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be exempt therefrom, and Defendants may adopt such amendments to the Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that Defendants determines are necessary or appropriate to make any payment hereunder exempt from or compliant with Section 409A; provided that, in no event whatsoever shall Defendants be liable for any additional tax, interest or penalty that may be imposed on Plaintiff by Section 409A or damages for failing to comply with Section 409A; whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be

within the sole discretion of Defendants; and Plaintiff shall have no right to determine, directly or indirectly, the year of any payment subject to Section 409A.

6. CONFIDENTIALITY

a. Plaintiff hereby states, represents, warrants, and agrees that the terms and conditions of this Agreement and each and every document and communication regarding this Agreement, including, but not limited to, the fact of and the amount of the payment required herein, the existence of this Agreement, the subject matter, and the underlying facts and legal arguments of the Released Claims, are strictly confidential. Plaintiff agrees that he will not seek nor promote publicity nor cooperate in any efforts to promote or publicize any of the terms or conditions of this Agreement, including, but not limited to, the fact of and the amount of any of the payments required herein and/or any injunctive relief provided as consideration for the Agreement.

b. Plaintiff further agrees that, except as provided in this paragraph, he will not: (1) communicate, discuss, disclose, disseminate, or publish the amount of the payment made by Defendants, or (2) communicate, discuss, disclose, disseminate, or publish the fact that Plaintiff has received a payment in any amount from Defendants as a result of this Agreement. Upon inquiry, Plaintiff shall respond in substance by stating only that “this matter has been resolved.” Plaintiff expressly agrees that he has received full and fair consideration for the promises made in this Agreement. Notwithstanding the foregoing, Plaintiff may communicate the terms of this Agreement if compelled by subpoena or as otherwise required by law or a court of competent jurisdiction. Plaintiff may also communicate the terms of this Agreement to his legal counsel, spouse, tax advisors and accountants, provided that he first advises them of the confidentiality provisions of this Agreement and secures their agreement not to communicate, discuss, disclose, disseminate, or publish the terms and conditions of this Agreement. Plaintiff agrees that he will

assume liability for any breaches of this confidentiality provision by anyone to whom he disclosed information relating to this Agreement.

c. Plaintiff also agrees that he will not hereafter file, or cause to be filed, or otherwise voluntarily participate in the filing, investigation and/or prosecution of any other charges, complaints, petitions or accusatory pleadings brought by any other person in any court or with any governmental agency in which Defendants or any other party released herein is named as a defendant or responding party, and will not testify unless compelled by a subpoena or lawful court order.

M.M.

Plaintiff's Initials

7. NON-DISPARAGEMENT

Plaintiff further represents that he will not, either orally or in writing, make defamatory or otherwise injurious statements concerning Defendants (including Defendants' employees) or any of the Released Parties. This provision is a material, essential and indispensable condition of this Agreement.

8. LIQUIDATED DAMAGES

Plaintiff understands that Paragraphs 6 and 7 (*regarding confidentiality and non-disparagement*), are essential to this Agreement and that, in the event of a breach of these provisions, damages would be difficult, if not impossible, to quantify. Therefore, it is understood and agreed by each of them that, in the event of a breach by Plaintiff, of Paragraph 6 and 7, Defendants will be awarded Seven Thousand Five Hundred and No Cents (\$7,500) per violation as damages and not as a penalty. The prevailing party shall be entitled to all reasonable attorney's fees and costs incurred in recovering these damages.

9. WAGES AND COMPENSATION

Plaintiff warrants and affirms, under penalty of the laws of perjury, that with the execution of this Agreement, he has timely and properly reported all time that Plaintiff worked for Defendants and that he has received all wages and compensation due to him on account of his relationship with Defendants, including but not limited to all wages, salary, bonuses, commissions, vacation, overtime, business expense reimbursement, premiums, and any other payment due to Plaintiff because of his employment with Defendants.

10. NEUTRAL REFERENCE

Hawkwood Enterprise agrees that Plaintiff should direct any reference inquiries to its Human Resources who will provide Plaintiff with a neutral reference stating only his dates of employment and position held at the time of separation from employment.

11. VOLUNTARY EXECUTION

The Parties acknowledge that they have executed this Agreement knowingly, voluntarily, and without coercion. The Parties further acknowledge that they have been advised and provided the opportunity to seek the advice of independent legal counsel and have in fact been so advised at all states incident to the execution of this Agreement.

12. ON-THE-JOB-INJURY

Plaintiff certifies that he has not experienced a job-related illness or injury for which he has not already filed a claim.

13. SEVERABILITY

If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the parties, as determined from the

face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

14. ASSIGNMENT OF CLAIMS

Plaintiff hereby represents and warrants that he has not heretofore assigned or transferred or purported to assign or transfer to anyone or any entity any claims, assertions of claims, demands, actions, causes of action, or suits based upon, arising out of, pertaining to, concerning or connected with any other matters herein released. Plaintiff agrees to defend, indemnify and hold harmless Defendants against any claim, demand, damage, debt, liability, account, action, cause of action, attorneys' fees actually paid or incurred, cost, or expense arising out of or in connection with any such transfer, assignment or purported or claimed transfer or assignment.

15. INTEGRATION CLAUSE

This Agreement constitutes and contains the entire agreement and understanding between the parties concerning the subject matter of this Agreement and supersedes and replaces all prior negotiations and agreements proposed or otherwise, whether written or oral, concerning the subject matter of this Agreement. This is an integrated document.

16. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, his or their respective legal successors, heirs, administrators, executors, assigns and each of them.

17. CAPTIONS

The captions utilized herein have been inserted solely for identification and reference purposes only and shall not be used in the construction or interpretation of this Agreement.

18. NON-ADMISSION OF LIABILITY

Plaintiff acknowledges that the consideration detailed herein does not constitute an admission of liability, express or implied, on the part of Defendants with respect to any fact, matter or event which may be involved in the Action or in any underlying events or incidents. Plaintiff acknowledges that Defendants are providing him with the above-recited consideration solely for the purpose of resolving any and all controversies and disputes, known and unknown, between Plaintiff and Defendants.

19. JOINT DRAFTING

Plaintiff and Defendants agree and understand that this Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

20. ATTORNEYS' FEES AND COSTS

Nothing in this Agreement, nor the existence of this Agreement, shall be interpreted to render Plaintiff prevailing party for any purpose, including, but not limited to, an award of attorneys' fees and costs. The Parties agree that each party shall bear their own attorneys' fees and costs.

21. ENFORCEMENT OF AGREEMENT

In the event any legal action or other proceeding is brought to enforce or interpret any term of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and all reasonable litigation related costs and expenses incurred, regardless of whether applicable law authorizes, is silent about, or prohibits them (including costs taxable as court costs by applicable rule or statute, and all other litigation costs reasonably incurred and reasonable in amount, including but not limited to deposition transcript copies, expert witness fees, photocopying, lodging, mileage, meals, legal research fees, investigative fees and expenses,

and discovery management and storage fees) incurred in that action or other proceeding, in addition to any other relief to which he, or it may be entitled. The parties agree that this Agreement shall be deemed admissible as evidence only in an action for breach of this Agreement. The parties agree that the Agreement is not admissible as evidence in any other action for any purpose whatsoever.

22. COUNTERPARTS

This Agreement may be signed in separate counterparts, which together shall constitute one instrument.

23. FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES

Plaintiff signs this Agreement without reliance upon any representation by the company outside of the terms of this Agreement, and Plaintiff has carefully read this Agreement and signs the same of his own free will. A signed facsimile/electronically transmitted version of this Agreement by either party shall have the same force and effect as a signed original of this Agreement.

24. CHOICE OF LAW

This Agreement shall be construed in accordance with the laws of the State of California.

25. WAIVER

No term or condition of this Agreement may be waived except in a writing signed by the party to be bound thereby.

26. 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 this Agreement.

27. MODIFICATION

This Agreement may not be amended, except in writing signed by the parties hereto.

SIGNATURES TO FOLLOW ON NEXT PAGE

DATED: December ¹¹ , 2020

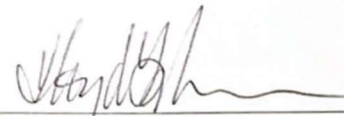
By:

Missael Maciel

Plaintiff
MISSAEL MACIEL

DATED: December 16, 2020

By:



Defendants
HAWKWOOD ENTERPRISE
By: Lloyd Chen
Its: _____

DATED: December 16, 2020

By:



Defendants
L & C FOOD DISTRIBUTION, INC.
By: LiAng Dong
Its: _____