

SETTLEMENT AGREEMENT AND RELEASE

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Gizelle Rivera ("Plaintiff"), for herself and on behalf of the State of California and all Private Attorneys General Act ("PAGA") Settlement Group Members, on the one hand, and Defendant(s) Vega-Albela, Inc. dba Hacienda de Vega and Alonso Vega-Albela ("Defendants"), on the other (collectively, the "Parties"), subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2), that the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions.

The Parties agree that the Action (as defined in Section I below) against Defendant shall be, upon approval by the Court, ended, settled, resolved, and concluded without any admission of fault or liability, as set forth in this Agreement and for the consideration set forth herein, including but not limited to a release of claims by Plaintiff and the PAGA Settlement Group Members as set forth herein.

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- A. "Action" means the civil action, including the original complaint and all amended or operative complaints, *Vega-Albela, Inc. dba Hacienda de Vega; Alonso Vega-Albela; and Does 1-100, inclusive*, Case No. 37-20120-00000626-CU-OE-NC, pending in the Superior Court of California, San Diego County.
- B. "Agreement" means this Settlement Agreement.
- C. "Approval Date" means the date the Court grants approval of this Agreement by signing and filing the Final Order.
- D. "Court" means the Superior Court of California, County of San Diego.
- E. "Defendants" means Vega-Albela, Inc. dba Hacienda de Vega; Alonso Vega-Albela; and Does 1-100, inclusive.
- F. "Defense Counsel" or "Counsel for Defendant" means:

Jacqueline S. Vinaccia
Vanst Law
3170 Fourth Ave, Ste 250B
Dan Diego, CA 92103
JacquieV@Vinaccialaw.com

- G. "Individual Claims" means Plaintiff's claims for monetary damages, penalties, and interest submitted on her own behalf.

- H. “Individual Claims Payment” means the monetary sum disbursed from the Settlement Sum to settle the Individual Claims.
- I. “Putative Aggrieved Employee(s)” means Plaintiff, and all current and former employees employed by Defendants at Defendants’ restaurants located at 162 S. Rancho Santa Fe, Encinitas, California, 92024 and 5806 Van Allen Way, Carlsbad, California 92008, at any time from January 6, 2019 through the Approval Date.
- J. “Putative Aggrieved Employee Penalty Payment” means the portion of the Settlement Sum that shall be paid to each PAGA Settlement Group Member per the terms and conditions of this Agreement.
- K. “Final Order” means the final Court order entered in this Action in accordance with the terms herein, the Court adopting and approving this Agreement (and the terms of Settlement described herein), dismissing the PAGA Claims without prejudice and the Court retaining jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Settlement pursuant to Civil Code section 664.6.
- L. “LWDA” means the State of California Labor and Workforce Development Agency.
- M. “Named Plaintiff” or “Plaintiff” means Gizelle Rivera.
- N. “PAGA” means the Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.*
- O. “PAGA Claims” means claims for PAGA penalties, pursuant to Labor Code section 2699 *et seq.* that: (1) arose or may be alleged to have arisen at any time from September 29, 2016 up to and including the Approval Date, and (2) are based on or arise from any and all violations of the Labor Code, including but not limited to, all claims for wages, overtime pay, pay for all time allegedly worked but not compensated, and all other claims of any kind for wages, penalties, interests, costs and attorneys’ fees arising from the alleged violation of any provision of common law, California law and/or Federal law which were or could have been raised in the Action, including but not limited to claims under California Labor Code sections 98, 201, 202, 203, 204, 210, 212, 215, 216, 221, 224, 225, 225.5, 226, 226.3, 226.7, 232, 232.5, 246, 256, 351, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1175, 1194, 1194.2, 1197 1197.1, 1198, 1199, 2802, and 2699 and Business and Professions code sections 17200 *et seq.*
- P. “PAGA Settlement Group Members” means Plaintiff, and all current and former employees employed by Defendant at Defendant’s restaurants located at 162 S. Rancho Santa Fe, Encinitas, California, 92024 and 5806 Van Allen Way, Carlsbad, California 92008 , from January 6, 2019 through the Approval Date. There are 43 current and former employees that compose the PAGA Settlement Group Members.
- Q. “Plaintiff’s Counsel” means:

Jason Whooper (SBN 279972)
W Law Inc.

1916 3rd Avenue
San Diego, CA 92101
jwhooper@wlawinc.com

- R. “Released Parties” means Defendants Vega-Albela, Inc. dba Hacienda de Vega, Alonso Vega-Albela, and any and all subsidiaries of Vega-Albela, Inc. dba Hacienda de Vega and each of its past, present, and future parents, affiliated companies, subsidiaries, divisions, predecessors, successors, partners, joint venturers, shareholders, consultants, advisors, insurers, reinsurers and assigns, and each of their past, present and future officers, investors, directors, executives, trustees, agents, employees, attorneys, representatives, benefit plans sponsored or administered by the Released Parties, and any other persons or entities acting on behalf of or in concert with any of the foregoing.
- S. “Settlement” means the Parties’ Agreement, as detailed herein, to dispose of the Action as to Defendants.
- T. “Settlement Sum” means the total gross settlement amount of \$21,000.00, inclusive of Attorneys’ fees and costs, to be paid by Defendants as provided by this Agreement to fully and finally settle, resolve and conclude this Action as to Defendants, as provided under this Agreement, without any admission of fault or liability.

II. FACTUAL BACKGROUND

- A. Defendants operate full service dine-in restaurants in San Diego County, California.
- B. On January 6, 2020, Plaintiff served a letter to the LWDA and Defendants (“PAGA Notice”), in accordance with the requirements of Labor Code section 2699.3(a), to notify the LWDA of alleged violations of the California Labor Code by Defendants arising from Plaintiff’s employment with Defendants. The LWDA declined to investigate the alleged violations, permitting Plaintiff to initiate a PAGA action in court.
- C. On January 6, 2020, Plaintiff initiated the Action by filing a complaint in the Superior Court of California, County of San Diego. On or about March 16, 2020, Plaintiff e-filed a first amended complaint in the Action asserting various Individual Claims for wage and hour causes of action and a PAGA representative cause of action for civil penalties on behalf of all Putative Aggrieved Employees, pursuant to California Labor Code §2698 *et. seq.*
- D. On March 4, 2020, the Honorable Gavin Newsom, Governor of California, proclaimed a state of emergency to exist in California as a result of the threat of COVID-19. On March 11, 2020, the World Health Organization (“WHO”) declared the novel coronavirus or COVID-19 a global pandemic. On March 19, 2020, the Honorable Gavin Newsom, issued a Stay at Home Order which prohibited full service dine-in restaurant operations indefinitely to protect the health and well-being of Californians.
- E. Based on the Parties’ recognition of the severe negative economic hardships caused by COVID-19, the Parties negotiated an early Settlement to avoid the expense and uncertainty of litigation.

- F. The Settlement embodied in this Agreement is contingent on (i) issuance by the Court of a Final Order approving the Settlement, dismissing the Action without prejudice and retaining jurisdiction pursuant to Civil Code section 664.6, (ii) entry of the Final Order enforcing the terms of the Settlement, and retaining jurisdiction pursuant to Civil Code section 664.6 to ensure compliance with the Court's Final Order only, (iii) discharge of Defendants and the Released Parties from liability for all claims released by this Agreement, (iv) release of the PAGA Claims released by this Agreement against the Released Parties by Plaintiff, the State of California and all PAGA Settlement Group Members, (v) submission of the Court's Final Order by Plaintiff's Counsel to the LWDA within ten (10) business days of entry of the order pursuant to California Labor Code § 2699(1)(3), (vi) all parties bearing their respective fees and costs except as expressly provided in this Agreement.
- G. Defendants dispute and deny Plaintiff's allegations and various causes of action asserted in the Action, including, without limitation, Plaintiff's Individual Claims and the PAGA Claims, which are resolved by this Agreement.

III. IMPLEMENTATION OF SETTLEMENT

- A. Cooperation. The Parties will cooperate in seeking approval of the Settlement described in this Agreement by the most expeditious means the Court allows. The Parties further agree to fully cooperate in the drafting and filing of any further documents or filings reasonably necessary to be prepared or filed, including responding to challenges by any third parties, and shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement described in this Agreement. Defendants shall be responsible for drafting and filing the initial papers seeking Court approval of the PAGA civil penalties and Settlement of the PAGA Claims.
- B. Court Approval.
- a. Because this Action includes PAGA claims, this Agreement requires review and approval by the Court. *See* Cal. Lab. Code § 2699(1)(2). Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is expressly contingent upon the Court's approval of this Settlement and the terms and material conditions of this Agreement (including, but not limited to, issuance of and entry of the Final Order in accordance therewith). If Court approval is not given and the Final Order is not entered, under the specific material terms requested, this entire Agreement shall automatically be deemed null and void *ab initio*, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.
 - b. The Parties will file within ten (10) court days after the execution of this Agreement, papers seeking Approval of PAGA Settlement and an Order approving this Agreement. If the Court does not grant the request for approval and issue the Final Order (including, but not limited to, dismissing the Action without prejudice in its entirety and retaining jurisdiction pursuant to Civil Code 664.6, and entering the Final Order in accordance with the terms and conditions of this Agreement), under substantially similar material terms, the Parties agree to meet and confer to

address the Court's concerns and determine whether resolution of the Action can be obtained in a manner consistent with the Court's concerns. However, under no circumstances may a modified settlement be entered by the Court without a written agreement signed by both Parties.

- c. Plaintiff will fully cooperate to accomplish the terms of this Settlement Agreement, including but not limited to, executing such documents, and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties will cooperatively oppose any appeal filed with respect to the Final Order.
 - d. Plaintiff shall submit a copy of the Final Order in this Action and a copy of any other order providing for or denying an award of civil penalties within ten (10) days after entry of the Final Order, in compliance with section 2699(1)(3) of the California Labor Code. If Plaintiff fails to satisfy this condition in strict compliance with section 2699(1)(3) of the California Labor Code, the Settlement shall be voidable at Defendant's option and all parties will be returned to their litigation positions as of the date of execution of this Agreement.
- C. Settlement Sum. In exchange for the releases, obligations, and promises set forth in this Agreement (and subject to the terms and conditions contained in this Agreement), Defendant agrees to pay the Settlement Sum, which is the total and all-inclusive amount Defendant will be obligated to pay under the Settlement embodied by this Agreement. Other than payment of that portion of the Settlement Sum specifically allocated to settle the PAGA Claims, there shall be no other PAGA Claim payments arising out of or related to Putative Aggrieved Employees' allegations for the time period from January 6, 2019 up to and including the date the Court enters the Final Order asserted against Defendant or any of the Released Parties on behalf of Plaintiff, the State of California, any PAGA Settlement Group Member, or any other individual or entity. The Settlement Sum shall be allocated as follows:
- a. Attorneys' Fees and Costs: Out of the Settlement Sum, Plaintiff's Counsel will receive attorneys' fees and reimbursement of costs ("Fee Amount") in the amount of \$10,000.00 pursuant to PAGA, which provides for the recovery of attorneys' fees and costs. Any modification of the Fee Amount by the Court shall not (i) affect the enforceability of the Settlement Agreement, (ii) provide any of the Parties with the right to terminate the Settlement Agreement, or (iii) impose any obligation on the Defendant to increase the consideration paid in connection with the Settlement. Plaintiff's Counsel's entitlement to fees and costs is a material condition of this Settlement, but the Fee Amount awarded is not. Plaintiff can appeal the fee amount awarded by the Court.
 - b. Individual Claims Payment: Named Plaintiff for her own direct lost wage, damages, penalties, and interest is to recover \$7,000.00.
 - c. Payment of PAGA Civil Penalties: The total sum available for payment of PAGA penalties shall be calculated by deducting the \$10,000.00 Fee Amount and the \$7,000.00 Individual Claims Payment from the \$21,000.00 Settlement Sum,

leaving \$4,000.00 for PAGA civil penalties. For each PAGA Settlement Group Member, seventy-five percent (75%) of his or her allocated share collectively, totaling \$3,000.00 shall be distributed to the LWDA (“LWDA Penalty Payment”) and the remaining twenty-five percent (25%) totaling \$1,000.00 shall be distributed to the PAGA Settlement Group Members (“Putative Aggrieved Employee Penalty Payment”).

The “Putative Aggrieved Employee Penalty Payment” for each PAGA Settlement Group Member shall be determined based on a formula taking into account the number of each PAGA Settlement Group Member’s “Pay Periods.” A “Pay Period” shall be defined as any instance when a Putative Aggrieved Employee received a wage statement between January 6, 2019 and the Approval Date, while employed by Defendants.

The amount paid to each PAGA Settlement Group Member will be determined as follows: The \$1,000.00 Putative Aggrieved Employee Penalty Payment will be divided by the total number of Pay Periods for all PAGA Settlement Group Members during the relevant time period (January 6, 2019 up to and including the Approval Date) (“Pay Period Amount”). Each PAGA Settlement Group Member will then be paid an amount equal to the Pay Period Amount multiplied by that PAGA Settlement Group Member’s total number of Pay Periods.

Defendants shall be responsible for identifying all PAGA Settlement Group Members and distributing all PAGA civil penalties.

D. Payment.

- a. First Installment Payments: Within ten (10) business days after the Approval Date, Defendants shall pay:
 - i. \$3,000.00 for LWDA Penalty Payment by a check to the “LWDA”, with a cover letter or memo identifying that the payment is for LWDA Case No.: LWDA-CM-764814-20. Payment shall be delivered to Department of Industrial Relations, Accounting Unit, 455 Golden Gate Avenue, 10th Floor, San Francisco, CA 94102.
 - ii. \$1,000.00 for Putative Aggrieved Employee Penalty Payment by checks to the Putative Aggrieved Employees at their last known addresses. If any of the checks are returned or remain un-cashed within 120 days after the distributions to the Putative Aggrieved Employees, any unused, returned or un-cashed Putative Aggrieved Employee Penalty Payment will be distributed to the LWDA.
 - iii. \$6,500.00 for the first installment of Individual Claims Payment and Fee Amount by a check to “Gizelle Rivera and W Law Inc. Client Trust”. Payment shall be delivered to W Law, 1916 3rd Ave, San Diego, CA 92101.
- b. Second Installment Payment: Within thirty (30) calendar days after the deadline

for the First Installment Payments, Defendants shall pay \$10,500.00 for the second installment of Individual Claims Payment and Fee Amount by a check to “Gizelle Rivera and W Law Inc. Client Trust”. Payment shall be delivered to W Law, 1916 3rd Ave, San Diego, CA 92101.

- c. Confirmation of PAGA Penalty Payment: After making the LWDA Penalty Payment and the Putative Aggrieved Employee Penalty Payment, Defendants will file a declaration with the court, confirming with personal knowledge that payments were made to the LWDA and Putative Aggrieved Employees, and thereafter send Plaintiff's Counsel a copy of the conformed declaration filed with the Court.
 - d. Breach: If Defendants fail to make any Payment, Plaintiff or Plaintiff's Counsel shall immediately send notice via email to Jacqueline S. Vinaccia at JacquieV@Vinaccialaw.com to inform Defendants of their failure to make the above-described Payment. Defendants must then make the above-described Payment within 10 calendar days of the email notice. If Defendants fails to make the payment within the 10 calendar days, then Defendants shall be in breach of the Agreement.
- E. Enforcement. After the Approval Date and Final Order approving this Agreement, the Court will have continuing jurisdiction pursuant to California Code of Civil Procedure section 664.6 for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement. Should Defendants fail to make payments pursuant to the terms set forth in this Agreement, Plaintiff (through counsel) shall have the right to appear ex-parte and enter judgment against Defendants and recover attorney fees, costs, and post judgment interest at the statutory rate of 10% to enforce this Agreement.
- F. Taxes.
- a. The Individual Claims Payment and Fee Amount shall be reported on an IRS Form 1099, and shall not be subject to local, state or federal tax withholdings by Defendants. The Putative Aggrieved Employee Penalty Payments are penalties and shall be reported on an IRS Form 1099 (to the extent required by law), and will not be subject to local, state or federal tax withholdings. Plaintiff and each PAGA Settlement Group Member will be responsible for paying all applicable state, local and federal income taxes on their respective amounts received pursuant to this Settlement, and they shall not seek any indemnification from the Released Parties in this regard. Plaintiff and Plaintiff's Counsel shall cooperate with Defendants and provide documentation to the extent possible and as reasonably requested to demonstrate any payment of taxes made by Plaintiff and/or any PAGA Settlement Group Member should any taxing authority challenge the allocation of the Individual Claims Payment and/or Putative Aggrieved Employee Penalty Payments.
 - b. In the event any taxing authority asserts that the characterization of Individual Claims Payment or Fee Amount paid hereunder are inappropriate and/or Plaintiff fails to pay any tax liability resulting from the payments made hereunder, and Defendants are made to pay any taxes, settlements, interest, penalties, and/or other sums (hereinafter

collectively referred to as "Tax Payments") to a taxing authority as a result of the payments made to Plaintiff, Plaintiff shall fully indemnify and reimburse Defendant for any and all such Tax Payments upon demand and reasonable verification of sums paid.

IV. ADMISSIONS, EVIDENTIARY USE, AND NULLIFICATION

- A. No Admission. Defendants dispute that Plaintiff or any PAGA Settlement Group Member are entitled to any additional wages other than those already paid and/or any penalties, dispute the allegations and each and every cause of action in the Action, and dispute that the Action may be maintained on a class, collective or representative basis. This Agreement is entered into solely for the purpose of compromising highly disputed claims. This Agreement and the payment of the Settlement Sum and the other considerations recited herein represent the compromise of disputed claims. Nothing in this Agreement is intended as or may be construed as an admission of liability, unlawful conduct, or wrongdoing by Defendants (and any of the Released Parties) in any way, shape or form, and Defendants and the Released Parties deny any such liability or wrongdoing.
- B. Non-Evidentiary Use. Except for purposes of effectuating the Settlement pursuant to this Agreement and for Defendants (and/or a Released Party) to establish that a PAGA Settlement Group Member has resolved any of his/her claims released through this Agreement, and regardless of whether the Final Order occurs, neither this Agreement nor any of its terms (including, but not limited to, the payment of the Settlement Sum) nor the Settlement itself will be construed as, offered, or admitted in evidence as, received as, or deemed to be evidence, in any further proceeding in the Action, or any other civil, criminal, and/or administrative action or proceeding, for any purpose adverse to Defendant or any of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by Defendants or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage.
- C. Nullification. If (a) the Court should for any reason fail to approve this Settlement consistent with the material specific terms agreed to by the Parties and set forth herein, (b) the Court should for any reason fail to enter the Final Order, or (c) the Final Order is reversed, modified, or declared or rendered void, then this Agreement shall automatically be considered null and void *ab initio*. An example of a material change in the terms includes a change in the economic terms of the settlement.

In that instance, (i) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (ii) all Parties to this Agreement and the pleadings in this Action shall stand in the same position they were the day prior to the execution of this Agreement, without prejudice to either Party; and (iii) Defendants will not have any obligation to pay any portion of the Settlement Sum to anyone under the terms of this Agreement.

Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety, unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

V. RELEASE, WAIVER OF CLAIMS, AND DISMISSAL

- A. General Mutual Release of Claims. In exchange for the payments and consideration set forth herein, the Parties knowingly and voluntarily compromise, waive and release, relieve, and discharge all rights and claims, known and unknown, which Plaintiff, on the one hand, and any of the Defendants, on the other hand, may have against one another including each other's respective successors, affiliates, subsidiaries, and/or assigns, or any of their current and former officers, directors, managers, attorneys, agents, affiliates, administrators, insurers, partners, shareholders, donors, employees and representatives, and each of them and their successors, assigns, and heirs from the beginning of time to the date of signing of this Agreement, of all claims debts, liabilities, demands, obligations, promises, acts, agreements, contracts, losses, suits, indemnities, duties, costs and expense (including but not limited to attorneys' fees, damages, actions and causes of action of whatsoever kind or nature), and all rights or claims, including, but not limited to, a release of any rights or claims arising under any state or federal statute or common law regulating or affecting employment or any amounts allegedly owed by Plaintiff to any of the Defendants or by any of the Defendants to Plaintiff.
- a. California Civil Code Section 1542 Waiver. The Parties expressly acknowledge and agree that all rights under Section 1542 of the California Civil Code are expressly waived. That statute reads 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.
- b. The Parties certify that they read all of this Agreement, including the release provisions contained herein and the cited and quoted Civil Code section, and that she fully understands and accepts all of the same. The Parties expressly agree that this Agreement shall extend and apply to all unknown, unsuspected, and unanticipated injuries and damages, as well as those that are now disclosed.
- B. PAGA Settlement Group Member Release. Upon entry of the Final Order, Plaintiff, all PAGA Settlement Group Members, and the State of California shall be deemed to have fully, finally, and forever waived, released, relinquished, and discharged Defendants and each and all of the Released Parties from any and all PAGA Claims as defined herein that arose or may be alleged to have arisen at any time from January 6, 2019, up to and including the Approval Date.
- C. Attorneys' Fees and Costs. Except as expressly provided in this Agreement, the Parties agree to bear their own attorneys' fees and costs related to this Action, and Plaintiff's Counsel waives any and all rights to further attorneys' fees and costs from Defendants in connection with this Action.
- D. Dismissal With Prejudice. Within ten (10) business days after the Approval Date, Plaintiff shall provide Defense Counsel a fully-executed Request for Dismissal with prejudice of

the Action as to all parties and all causes of action. Defense Counsel will maintain custody of the original fully-executed Request for Dismissal, and agrees that Defendants will not file the Request for Dismissal until after Plaintiff's Counsel confirms, via email, receipt of all payments and checks for the Fee Amount and the Individual Claims Payment, and receipt of Defendants' declaration that Defendants have satisfied their obligation to pay the LWDA Penalty Payment to the LWDA and the Putative Aggrieved Employee Penalty Payment to the Putative Aggrieved Employees. Thereafter, Defendants and Defense Counsel shall have the authority to immediately file the Request for Dismissal with prejudice with the Court.

VI. MISCELLANEOUS PROVISIONS

- A. LWDA Notice. The LWDA will be given notice of this Settlement pursuant to Cal. Lab. Code § 2699(1)(2). Plaintiff will serve a copy of the Settlement to the LWDA on the same day the Settlement is filed with the Court. Additionally, a copy of the Court's Final Order will be submitted to the LWDA within ten (10) days after entry of the Final Order, pursuant to California Labor Code § 2699(1)(3).
- B. PAGA Settlement Group Member Data. All data, if any, regarding the number of PAGA Settlement Group Members and total Pay Periods, and other similar settlement metrics will be filed by Defendant under seal to the extent necessary and permitted under governing legal standards for filing materials under seal.
- C. Voluntariness. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.
- D. Amendments. The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by the Plaintiff and an authorized representative of Defendant.
- E. Assignment. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Plaintiff's Counsel, or Defense Counsel without the express written consent of each Party. Plaintiff expressly warrants that he has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.
- F. Representation and Warranties. Plaintiff's Counsel and Plaintiff jointly and severally represent and warrant to Defendants that there are no attorneys beyond those named as Plaintiff's Counsel who have claims for fees arising out of the Action or the Settlement contemplated hereby.
- G. Governing Law. This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.
- H. Entire Agreement. This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. There are no restrictions, promises,

representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the subject matter hereof.

- I. Waiver of Compliance. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.
- J. Counterparts. This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or its/their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. A fax or PDF signature on this Agreement shall be as valid as an original signature.
- K. Meet and Confer Regarding Dispute(s). Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, Plaintiff's Counsel and Defense Counsel shall meet and confer in an attempt to resolve such disputes.

The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court or otherwise to effectuate this Settlement Agreement and the terms set forth herein. The Parties' counsels can agree to non-material changes to this Settlement Agreement and the Parties agree to act in good faith to address any concerns raised by the Court in connection with the approval hearing.

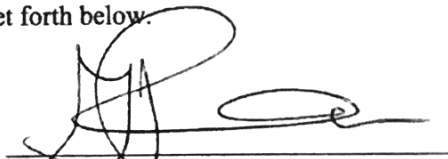
- L. Agreement Binding on Successors. This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.
- M. Cooperation in Drafting. The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.
- N. Fair Settlement. Plaintiff, Defendant, Plaintiff's Counsel, and Defense Counsel believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action as to Defendant and have arrived at this Agreement through arms' length negotiation, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.
- O. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement and shall

not be considered in interpreting this Agreement.

- P. Continuing Jurisdiction. The Parties agree that upon the occurrence of the Final Order pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and the PAGA Settlement Group Members to the fullest extent to interpret, enforce and effectuate the terms, conditions, intents and obligations of the Agreement.
- Q. No Reliance on Representations. The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement.
- R. No Collateral Attack. The Parties agree that this Agreement may not be subject to collateral attack by any PAGA Settlement Group Member or the State of California prior to or after entry of the Final Order, to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Settlement Agreement and Release as of the dates set forth below.

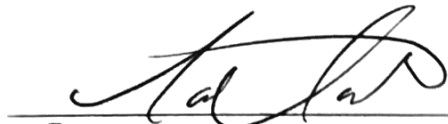
DATED: 5/22/2020


Gizelle Rivera, an individual

DATED: 5/26/20


Alonso Vega-Albela, an individual

DATED: 5/26/20

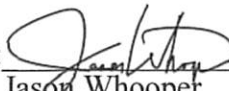

By:
For Vega-Albela, Inc.

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APPROVED AS TO FORM:

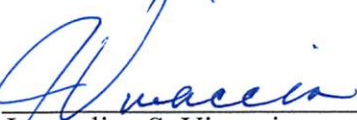
DATED: 05/25/2020

W LAW

By: 
Jason Whooper
Attorney for Plaintiff, Gizelle Rivera

DATED: 5/29/2020

VANST LAW

By: 
Jacqueline S. Vinaccia
Attorneys for Defendants, Vega-Albela, Inc. dba
Hacienda de Vega and Alonso Vega-Albela