

SETTLEMENT AGREEMENT AND RELEASE

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Ceser Urena-Taswell (“Plaintiff”), individually and on behalf of the State of California and all allegedly-aggrieved employees (referred to herein as the “Aggrieved Employees”) on the one hand, and Defendants OP LA, Inc. dba Olive & Pique, Olive & Pique, Inc., Charles Kim, Priscilla Lee, Ann Lee and John Lee (collectively, “Defendants” or “OP LA”) on the other, subject to the approval of the Court, that the settlement of the Action (as defined below) shall be effectuated upon and subject to the following terms and conditions (“Settlement Agreement”). Plaintiff and Defendants are collectively referred to herein as the “Parties.” Capitalized terms as used herein shall have the meanings set forth in Section I or elsewhere in this Settlement Agreement.

I. DEFINITIONS

1. “Action” means the case entitled *Cesar Ureña-Taswell v. OP LA, Inc., et al.*, Superior Court of California, County of Los Angeles Case No. 20STCV31735.

2. “Defense Counsel” means Daniel H. Qualls and William G. Anderson of Lewis Brisbois for Defendants OP LA, Inc. dba Olive & Pique, Olive & Pique, Inc., Charles Kim, Priscilla Lee, Ann Lee and John Lee.

3. “Effective Date” means the date the Court enters an order granting approval of the PAGA claim settlement.

4. “Gross Fund Value” or “GFV” or “Gross Settlement Amount” shall mean Seventy Three Thousand Seven Hundred Fifty Dollars (\$73,750.00). This figure represents the maximum amount Defendants are obligated to pay under this agreement if the Court approves the PAGA Settlement and the Effective Date occurs. The GFV herein includes the settlement payments to PAGA members (aggrieved employees), the LWDA, Plaintiff’s Individual Settlement Payment, and attorneys’ fees and costs to Plaintiffs’ Counsel/Aggrieved Employees’ Counsel. Defendants will have no obligation to pay the initial settlement payment until after the Court’s entry of an order granting approval of the PAGA claim settlement.

5. “Individual Settlement Payment” means the portion of the GFV allocated to Plaintiff for the non-PAGA causes of action in this lawsuit. Seventy Three Thousand Dollars (\$ 73,000.00) of the GFV shall be allocated as Plaintiff’s individual settlement payment, and shall be further broken down as (20%) wage and (80%) non-wage payments further distributed as cited below.

6. “Aggrieved Employees” or “PAGA Settlement Population” means Plaintiff and all individuals who are or were employed as hourly, non-exempt employees by Defendants in California at any time from August 20, 2019 through the date of execution of this Agreement. There are approximately 3 members of the PAGA population and who had different roles and responsibilities than Plaintiff Ceser Urena-Taswell.

7. “PAGA Payment” means the total of the PAGA Settlement Fund which shall be paid in full settlement of the Released PAGA Claims.

8. “PAGA Settlement Fund” means the amount from the GFV that is allocated to resolve the claims representative PAGA claim in the Action. Seventy-five percent (75%) of the PAGA Settlement Fund will be distributed to the LWDA and twenty-five percent (25%) will be distributed to Aggrieved Employees.

9. “Plaintiff’s Counsel” means Charles Fanning IV of the Fanning Law Firm, APC.

10. “Plaintiff’s Individual Released Claims” means all of Plaintiff’s claims, rights, demands, damages, liabilities and causes of action, whether known or unknown, contingent or vested, in law or in equity, as alleged in the operative complaint or that could have been alleged based on the facts pleaded, along with related claims and all associated penalties.

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 the parties’ 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 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, which arose out of or are in any way connected with Plaintiff’s employment with or work for Defendants or Plaintiff’s separation from Defendants.

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/her 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 Defendant under California *Labor Code* sections 132(a) and 4553.

Plaintiff understands that the General Release does not release any claims that he cannot lawfully release. Plaintiff represents that he has not filed any pending 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.

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 any released matter 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 promptly execute any papers necessary to achieve this end.

11. “PAGA Released Claims” means all claims, rights, demands, damages, liabilities and causes of action, whether known or unknown, contingent or vested, in law or in equity, arising at any time during the PAGA Period alleged in the operative complaint or that could have been alleged based on the facts pleaded, along with related claims and all associated penalties.

12. “Released Parties” means Defendants and any and all of their affiliated companies and its respective parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns.

13. “PAGA Period” means the period from August 20, 2019 through the date of execution of this Agreement.

14. “Stipulated Judgment” means the Parties' agreement to a Stipulated Judgment in the event Defendants fail to transmit either of the two settlement installment payments as outlined below. The Stipulated Judgment may be filed with the Court following ten (10) business days

following non-receipt of either installment payment. The form of the stipulated Judgment is attached hereto as Exhibit A.

II. RECITALS

WHEREAS, on August 3, 2020, Plaintiff notified the Labor Workforce Development Agency (“LWDA”) of his intent to file an action against Defendants under California’s Private Attorneys General Act, California Labor Code § 2698 *et seq.* (“PAGA”);

WHEREAS, Plaintiff allowed the LWDA an opportunity to investigate his claims as required by the Labor Code;

WHEREAS, on August 20, 2020, Plaintiff filed a Complaint in the Superior Court of California for the County of Los Angeles (“Complaint”) against Defendants for: (1) failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Hourly Wages; (4) Failure to Pay Vacation Wages; (5) Failure to Pay Sick time; (6) Failure to Provide Accurate Written Wage Statements; (7) Failure to Timely Pay All Final Wages; (8) Unfair Competition (Business and Professions Code Section 17200); and (9) Wrongful Termination Retaliation;

WHEREAS, the LWDA took no action in response to Plaintiff’s notice. The 65-day notice period for the LWDA to notify of its intent to investigate expired on October 7, 2020;

WHEREAS, on June 15, 2021, Plaintiff filed an Amended Complaint adding a tenth cause of action on behalf of the State of California, and all other alleged Aggrieved Employees against Defendants for civil penalties under PAGA;

WHEREAS, the Parties engaged in discovery, and met & conferred on several occasions;

WHEREAS, on December 13, 2022, the Parties participated in an all-day mediation with Hon. James Lambden. Through arms-length negotiations with the assistance of the mediation, the Parties reached an agreement to settle the Action;

WHEREAS, the Parties desire to settle, compromise, and avoid further litigation relating to the Claims described in the pleadings in the Action, and have agreed to settle the Action upon the terms and conditions and for the consideration set forth in this Settlement Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the Parties hereto as follows:

II. SETTLEMENT TERMS

A. Consideration

In consideration for the execution of the general release, Court approval of the PAGA settlement, eventual dismissal of Plaintiff's remaining causes of action with prejudice, and agreement to the other terms of this Agreement by Plaintiff herein, Defendants will pay a Gross Settlement Sum of Seventy Three Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$73,750.00) ("Settlement Sum") to Plaintiff. The Settlement Sum shall be paid via a two part installment plan, and disbursements will be made as follows. The Parties have agreed to a Stipulated Judgment in the event Defendants fail to transmit either of the two installment payments as outlined below. The Stipulated Judgment shall be filed with the Court ten (10) business days following non-receipt of either installment payment.

1. **GFV.** Payment of the GFV shall be made in two separate installments (six months apart) totalling the entire GFV and further allocated as follows:

- a. The first installment in an amount totalling Thirty Six Thousand Five Hundred Dollars and Zero Cents (\$36,500.00) shall be paid ten calendar (10) days following execution of this Settlement Agreement by all parties.
- b. The second installment payment in an amount totalling Thirty Seven Thousand Two Hundred and Fifty Dollars and Zero Cents (\$37,250.00) and shall be paid no later than six (6) months from the date the first installment payment was made.

2. **PAGA Payment.** Seven Hundred and Fifty Dollars (\$750.00) of the GFV shall be allocated to the PAGA Payment and further distributed as follows:

- a. 75% of the PAGA Payment below shall be transmitted to the LWDA by Defendants. This payment will be allocated from the second installment payment and accordingly shall be paid at the time the second installment payment becomes due.
- b. 25% of the PAGA Payment will be made to the PAGA Settlement Population (Aggrieved Employees) based on the following formula: Prorated distribution based on number of workweeks worked during the PAGA Period as a percentage of the payments to members of the PAGA Settlement Population. This payment will be allocated from the second installment payment and accordingly shall be paid at the time the second installment payment becomes due.

3. **Plaintiff's Individual Payments.** Seventy Three Thousand Dollars (\$73,000.00) of the GFV shall be allocated as Plaintiff's individual settlement payment, and shall be further broken down as (20%) wage and (80%) non-wage payments further distributed as follows:

- a. Wage Payment: Fourteen Thousand Six Hundred Dollars (\$14,600.00) or Twenty Percent (20%) of Plaintiff's Individual Settlement shall account for the wage

portion of Plaintiff's settlement. The wage portion shall be paid by one check made payable to Plaintiff Cesar Urena Taswell, less all required payroll deductions and withholdings, resulting in a net payment of less than \$14,600.00. An IRS Form W-2 shall be issued to Plaintiff for this payment. This payment will be allocated from the first installment payment and accordingly shall be paid ten calendar (10) days following execution of this Settlement Agreement by all parties.

- b. Non-Wage Payment: A total of Fifty-Eight Thousand Four Hundred Dollars (\$58,400.00) or Eighty Percent (80%) of Plaintiff's Individual Settlement shall account for the non-wage portion of Plaintiff's settlement and shall be made in two separate checks (one of which is to be paid as part of the first installment, and the second which is to be paid as part of the second installment six months thereafter) and further broken down as follows:

- i. The first non-wage settlement payment shall be made in one check in the amount of Twenty One Thousand Nine Hundred Dollars (\$21,900) and is payment for non-wage damages, 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 The Fanning Law Firm Client Trust Account for the benefit of Cesar Urena Taswell. Plaintiff's Counsel will provide a W-9 upon request to facilitate the payment. This Non-Wage Payment will be reported to the Internal Revenue Service ("IRS") and all applicable state or local taxing authorities by means of a Form 1099. This payment will be allocated from the first installment payment and accordingly shall be paid ten calendar (10) days following the execution of this Settlement Agreement by all parties;
- ii. Due to the Parties' agreement to fund the settlement in two installments, a second non-wage settlement payment shall be made as part of the second installment payment. This non-wage payment shall be made in one check in the amount Thirty-Six Thousand Five Hundred Dollars (\$36,500) as payment for non-wage damages, 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). This Non-Wage Payment shall be paid by check made payable to to The Fanning Law Firm Client Trust Account for the benefit of Cesar Urena Taswell. This Non-Wage Payment will be reported to the Internal Revenue Service ("IRS") and all applicable state or local taxing authorities by means of a Form 1099. This payment will be allocated from the second installment payment and accordingly and shall be paid no later than six (6) months from the date the first installment payment is made.

- 4. **Entry of Judgment.** Defendants agree to execute a Stipulation for Judgment to be used only in the event of a default in the payment(s) set forth in Paragraph 3 above. If

Defendants fail to make the payments called for in Paragraph 3, Defendants will be deemed in default. If Defendants fail to cure the default after five (5) calendar days written notice, Plaintiff may declare the default and seek (by ex parte application or other motion) entry of a Stipulated Judgment pursuant to provisions of the California Rules of Civil Procedure. Written notice will be deemed effective from the date notice is sent via email to Defendants' counsel, Daniel Qualls at Daniel.Qualls@lewisbrisbois.com.

In such event, judgment shall be immediately entered for the full amount less any sum received by Plaintiff from Defendants pursuant to the terms of this Settlement Agreement. The Stipulation for Judgment shall also award \$10,000 (Ten Thousand Dollars) as liquidated damages for damage caused to Plaintiff by Defendants, including but not limited to unnecessary delay, ten (10) percent interest on the unpaid balance and the liquidated damages, and the recovery of attorneys' fees to enter and/or enforce the Stipulation for Judgment. The Settling Parties further stipulate that the court will have retained continuing jurisdiction to enforce the terms of this settlement and the Stipulation for Judgment.

5. **Attorneys' Fees and Costs.** Unless the Stipulated Judgment subject to paragraph 4 above is filed, Twenty Nine Thousand Two Hundred Dollars (\$29,200) or forty percent (40%) of the Individual Settlement Payment shall be allocated to the payment of attorneys' fees incurred on behalf of Plaintiff and will be deducted from the two individual settlement payments to Plaintiff as agreed between Plaintiff and Plaintiff's Counsel. Plaintiff's Counsel has waived any right to recover Attorneys' Fees from the PAGA Payment.
6. **Aggrieved Employees' Release.** Upon the Effective Date, Plaintiff, the State of California, and all Aggrieved Employees, release the Released Parties from the Released Claims. This release shall be effective for the period from August 20, 2019 to the date this Agreement is executed. It is the intent of the Parties that the PAGA Settlement Approval order entered by the Court shall have full *res judicata* effect and be final and binding upon Aggrieved Employees regarding the Released Claims. The Released Claims do not include any claims that cannot be released as a matter of law.
7. **Entry Of Dismissal With Prejudice.** Plaintiff shall file a dismissal of the Action with prejudice within 10 (ten) days following receipt of the second settlement installment payment and Notice of the Court's Entry of Order Approving the PAGA Settlement.

B. PAGA Administration Procedures

1. Settlement Approval Motion. Following full execution of this Settlement Agreement, Plaintiffs will promptly either submit a Stipulation and Proposed Order or request a hearing before the Court to seek approval of the PAGA Settlement on a mutually available date depending on the Court's protocol. In conjunction with such hearing, Plaintiff's Counsel will present this Settlement Agreement to the Court and will request that the Court issue a Settlement Approval Order approving and incorporating by reference the terms and conditions of the

Settlement Agreement. Plaintiffs' Counsel will be primarily responsible for drafting all documents necessary to obtain approval of the Settlement, though the Parties will meet and confer on such materials and Defendants agree to reasonably cooperate with Plaintiff. Defendants agree to not oppose Plaintiffs' motion for PAGA Settlement Approval unless the motion is inconsistent with the terms set forth in this Settlement Agreement.

No Right of Aggrieved Employees to Object or Opt-Out. The Parties agree there is no explicit statutory right for any Aggrieved Employee to object, opt out or otherwise exclude himself or herself from the PAGA Settlement.

2. LWDA Notice. Pursuant to California Labor Code § 2699(l), Plaintiffs will provide a copy of this Settlement to the LWDA concurrently with the filing of stipulation or motion for PAGA Settlement Approval.

3. Continued Jurisdiction. After entry of the PAGA Settlement Approval Order, the Court will have continuing and exclusive jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement; (b) matters relating to the administration of the Settlement; and (c) such post-Judgment matters as may be appropriate under Court rules or as set forth in this Settlement Agreement.

4. Issuing Payment to the PAGA Population. Defendants will issue to each Aggrieved Employee a check for their Individual PAGA Payment at their last known home address. Uncashed Checks. Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance will be tendered to the State of California Controller's Office – Unclaimed Property Fund, to be held in the names of the respective Aggrieved Employees. The Parties do not have a connection to or a relationship with the State of California Controller's Office that could reasonably create the appearance of impropriety for the selection of the State of California Controller's Office as the recipient of the unclaimed residuals and the interests of the class. The Individual PAGA Payments are 100% penalties and shall be reported using IRS tax form 1099.

C. Miscellaneous Provisions

1. No Effect on Employee Benefits. Amounts paid to Plaintiff and other Aggrieved Employees pursuant to this Settlement Agreement do not count as wages or earnings or compensation for purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by Defendants.

2. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties in this regard. Each Party to this Settlement (for purposes of this section, the "Acknowledging Party" shall refer to Plaintiffs) acknowledges and agrees that: (a) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon

as, tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended); (b) the Acknowledging Party (i) has relied exclusively upon their own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement Agreement, (ii) has not entered into this Settlement Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (iii) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (c) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

3. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

4. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

5. Court Approval. Should the Court not approve this Agreement, the Parties shall request leave and work jointly to attempt to remedy the PAGA settlement in order to obtain the Court's approval. Should the Court not approve this Agreement, the Parties shall request leave and work jointly to attempt to remedy the PAGA settlement in order to obtain the Court's approval.

6. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in the Settlement Agreement and its Exhibits.

7. Amendment or Modification. This Agreement may be amended or modified only by a formal written instrument signed by counsel for all Parties or their successors-in-interest.

8. Authorization to Enter into Settlement Agreement. The Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms. The persons signing this Settlement Agreement on behalf of Defendants represent and warrant that they are authorized to sign this Settlement Agreement on behalf of Defendants. Plaintiffs represent and warrant that they are authorized to sign this Settlement Agreement and that they have not assigned any claim covered by this Settlement to a third party.

9. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

10. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

11. Non-Admission. The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants or an admission or concession regarding the validity of the claims in the Action. Nothing in this Settlement Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation or lack of violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding in any court that has as its purpose the interpretation, implementation, or enforcement of the Settlement Agreement or any orders or judgments of the Court entered into in connection therewith.

Defendants contend that all of its employees were compensated in compliance with the law, and that their conduct was not willful with respect to any alleged failure to pay any wages or penalties. Defendants denied, and continue to deny, each of the claims and contentions alleged in the Action. Defendants asserted and continue to assert defenses thereto, and expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Neither this Settlement Agreement, nor any action taken to carry out the terms of this Settlement Agreement, shall ever be construed as, offered, admitted, received or deemed to be evidence in any civil, criminal, administrative, or other proceeding against Defendants or any of the Released Parties, or may be used as an admission, concession, or indication by or against Defendants of any fault, wrongdoing, or liability whatsoever.

12. California Law Governs. All terms of this and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

13. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument.

14. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared

by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

15. Captions. The captions and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

16. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

17. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further, Plaintiff and Plaintiff's Counsel warrant and represent that there are no liens on the Agreement.

18. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

19. Confidentiality. The Parties and their respective counsel agree not to file a press release regarding the settlement, respond to press/media inquiries regarding the settlement (except to refer the person inquiring to the court file), or otherwise publicize or divulge to any other individual or entity the terms of this Settlement, the amount of this Settlement, or the negotiations that resulted in this Settlement. This provision does not apply to submissions to the Court for purposes of obtaining approval of the PAGA Settlement or submissions to the LWDA in order to comply with the requirements of PAGA, nor does this provision apply to any needed disclosures by Plaintiffs or PAGA Counsel to their accountants.

20. Notices. Unless otherwise specifically provided, all notices, legal service, demands, or other communications in connection with this Agreement shall be: (a) in writing; (b) deemed given on the third business day after mailing, or the day sent by email or messenger, addressed as follows:

To Plaintiff:	To Defendants:
Counsel for Plaintiff THE FANNING LAW FIRM Charles L. Fanning 501 W. Broadway, Suite 800 San Diego, CA 92102 T: (619) 400-4887 cfanning@fanning.law	Daniel H. Qualls, Esq. William G. Anderson, Esq. Lewis Brisbois Bisgaard & Smith LLP 45 Fremont Street, Suite 3000 San Francisco, California 94105 Daniel.Qualls@lewisbrisbois.com

[Signature Page Follows]

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IN WITNESS WHEREOF, THE PARTIES EACH ACKNOWLEDGE THAT THEY HAVE READ THE FOREGOING SETTLEMENT AGREEMENT, ACCEPT AND AGREE TO THE PROVISIONS CONTAINED IN THIS SETTLEMENT AGREEMENT AND HEREBY EXECUTE THE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE VOLUNTARILY AND WITH FULL UNDERSTANDING OF ITS CONSEQUENCES AS OF THE DATE SET FORTH BELOW.

AGREED TO BY PLAINTIFF:

Dated: Feb. 02, 2023


CESAR URENA-TASWELL
Named Plaintiff and Representative of All
Aggrieved Employees

AGREED TO BY DEFENDANTS:

Dated: 2/24/23


CHARLES KIM
Individually and On Behalf of and as an Authorized
Representative of Defendant OP LA, Inc. dba Olive
& Pique, Olive & Pique, Inc.

Dated: 2/24/23


PRISCILLA LEE
Individually and On Behalf of and as an Authorized
Representative of Defendant OP LA, Inc. dba Olive
& Pique, Olive & Pique, Inc.

Dated: 2/24/23


JOHN LEE
Individually and On Behalf of and as an Authorized
Representative of Defendant OP LA, Inc. dba Olive
& Pique, Olive & Pique, Inc.

Dated: 2/24/23


ANN LEE
Individually and On Behalf of and as an Authorized
Representative of Defendant OP LA, Inc. dba Olive
& Pique, Olive & Pique, Inc.

APPROVED AS TO FORM AND CONTENT:

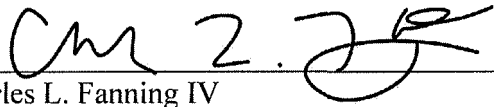
**LEWIS BRISBOIS BISGAARD & SMITH
LLP**

Dated: 02/24/2023

By: 
Daniel H. Qualls, Esq.
William G. Anderson, Esq.
Counsel for Defendants OP LA, Inc. dba Olive
& Pique, Olive & Pique, Inc., Charles Kim, Priscilla
Lee, Ann Lee and John Lee

THE FANNING LAW FIRM

Dated: February 2, 2023

By: 
Charles L. Fanning IV
Counsel for Plaintiff Cesar Urena Taswell and the
Aggrieved Employees he seeks to represent