

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is made and entered into by and between GOLDENCORR SHEETS, LLC (hereinafter referred to as "COMPANY") and SAMUEL ALVAREZ ("EMPLOYEE"). COMPANY and EMPLOYEE may be referred to individually as a "Party" and collectively as the "Parties."

I.

GENERAL RECITALS

This Agreement is made for the following purposes and with reference to the following facts:

1.1 ACTION

There is now pending in the Superior Court for the County of Los Angeles, a lawsuit entitled *SAMUEL ALVAREZ v. GOLDENCORR SHEETS, LLC*, Case No. 20STCV34272 (hereinafter referred to as the "Court Action"), which asserts, *inter alia*, causes of action for (1) Failure to Authorize and/or Permit Meal Breaks; (2) Failure to Authorize and/or Permit Rest Breaks; (3) Failure to Furnish Accurate Wage Statements; (4) Penalties Under Labor Code section 210; (5) Waiting Time Penalties; (6) Unfair Business Practices; and (7) Civil Penalties under Labor Code section 2698 *et seq.*, under the Private Attorney General Act ("PAGA"). In addition to EMPLOYEE, there are two other plaintiffs in the Court Action alleging class and PAGA claims, none of which shall be released in any way pursuant to this Agreement. As a result of the existence of an arbitration agreement between EMPLOYEE and COMPANY, the Los Angeles Superior Court dismissed EMPLOYEE'S class claims against COMPANY and ordered to binding arbitration all of EMPLOYEE'S individual wage and hour claims against COMPANY, with the exception of the PAGA claim. Accordingly, all of the claims of EMPLOYEE against COMPANY, *except* the PAGA claim have been assigned to binding arbitration in the JAMS Matter No. 1210037906, entitled *Samuel Alvarez v. GoldenCorr Sheets, LLC* (hereinafter referred to as the "Arbitration Action"). The Court Action and the Arbitration Action shall be collectively referred to herein as "Action."

1.2 PURPOSE

The Parties desire to resolve any and all claims that might have been raised in connection with EMPLOYEE'S employment with COMPANY, and/or the ending of EMPLOYEE'S employment with COMPANY, including EMPLOYEE'S claims in the Action. The Parties also acknowledge, without admitting the relative strength of the Parties' positions, have determined that the manner of resolution prescribed by this Agreement is in their respective best interests and the interest of judicial economy.

with the Court any document necessary, such as a request for dismissal, request for approval of the Agreement, and/or supporting declarations with exhibits, to obtain the Court's dismissal of his PAGA claim in the Court Action in exact conformance with the terms of dismissal provided by Section 2.2(A)(1) of this Agreement. EMPLOYEE shall provide all notice to the California Labor & Workforce Development Agency ("LWDA") as legally required in conjunction with settlements of any civil actions under Labor Code section 2699 *et seq.* and as shall be necessary to effectuate the dismissal contemplated herein. The Parties agree that EMPLOYEE does not violate, and COMPANY does not waive, the provisions in this Agreement pertaining to Confidentiality, viz. Sections 3.1-3.3 by submitting a complete copy of this Agreement to the Court under seal if required by the Court for the Court's dismissal of EMPLOYEE'S PAGA claim in the Court Action.

- (B) Payment to LWDA. The Parties agree that Three Thousand Five Hundred Dollars (\$3,500.00) of the Settlement Sum is allocated and characterized as a civil penalty under California Labor Code section 2699 *et seq.* in connection with EMPLOYEE'S release as a Private Attorney General strictly in his own capacity and as to civil penalties attributable only to alleged Labor Code violations that occurred to EMPLOYEE. The Parties acknowledge that Two Thousand Six Hundred Twenty-Five Dollars (\$2,625.00) from the allocation is therefore payable to the LWDA ("LWDA Share"). EMPLOYEE and his counsel are solely responsible for remitting the LWDA Share to the LWDA following receipt of the Settlement Sum from COMPANY.

(C)



(D)



[REDACTED]

(E)

[REDACTED]

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[REDACTED]

III.

[REDACTED]

3.1

[REDACTED]

[REDACTED]

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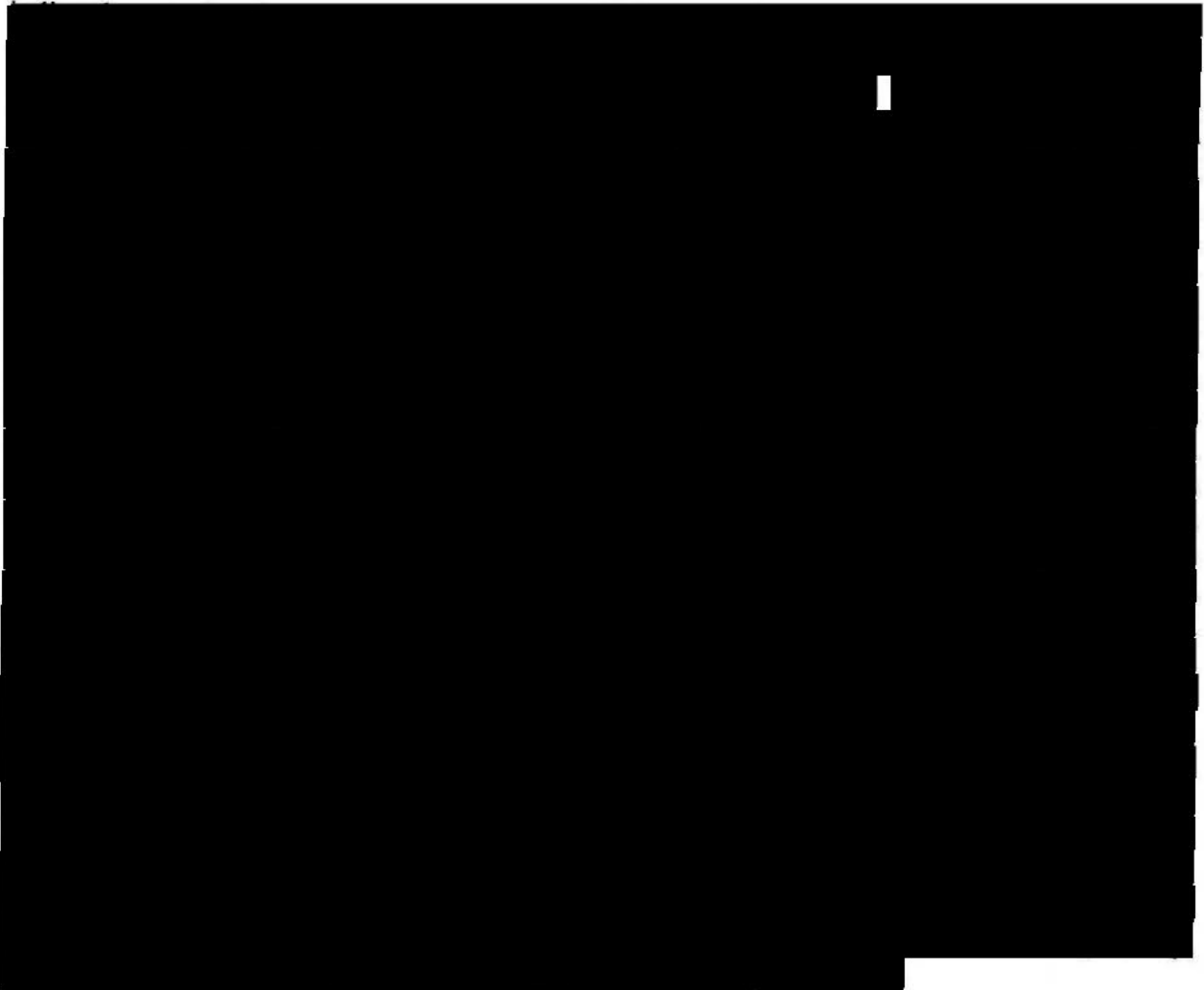
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IV.

[REDACTED]

[REDACTED]

[REDACTED]



In the event EMPLOYEE becomes a party, representative, or member of any claim against the Releasees, EMPLOYEE agrees to waive his right to any monetary award in such an action. It is the express intention of the Parties, in effecting the releases provided for in this Agreement, that EMPLOYEE shall hereafter never have standing or capacity to continue or initiate a lawsuit against Releasees pursuant to the California Labor Code section 2699 *et seq.*, whether such lawsuit accounts for Labor Code violations experienced by EMPLOYEE or experienced by other "aggrieved employees." EMPLOYEE therefore expressly disclaims his capacity and standing as an aggrieved employee, having duly released all claims for civil penalties accountable to Labor Code violations suffered by EMPLOYEE. For the avoidance of doubt, the Parties agree that nothing in this Agreement is intended to abrogate or release the claims or standing to sue held by any unnamed party other than EMPLOYEE. Nothing in this Agreement is intended to waive any of the following: (i) any rights EMPLOYEE may have to workers' compensation benefits in accordance with applicable law; (ii) claims that may arise after the Parties sign this Agreement; (iii) claims which cannot be released by private agreement; or (iv) any rights to enforce this Agreement.

[illegible][illegible]

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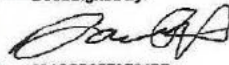
IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED:

Dated: 9/14/2022

SAMUEL ALVAREZ

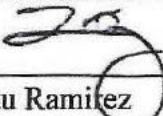
By:

DocuSigned by:

29A3CB85F9F84BD

Samuel Alvarez

Dated: 09/16/2022

GOLDENCORR SHEETS, LLC

By: 
Esau Ramirez
Human Resources Manager

APPROVED AS TO FORM:

Dated: 9/14/22

SHAKOURI LAW FIRM

By: *Ashkan Shakouri*
Ashkan Shakouri
Attorneys for Plaintiff/Claimant Samuel Alvarez

Dated: 9/16/2022

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: 
Amber M. Solano
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Sheets, LLC