

INDIVIDUAL SETTLEMENT AGREEMENT

This Individual Settlement Agreement is made by and between Plaintiff Gertrudes Centeno ("Plaintiff"), on behalf of himself, on the one hand, and Defendant REDHEAD KITCHEN, LLC dba PASTA SISTERS, on behalf of itself and all of its current and former owners, parents, subsidiaries, affiliates, members, representatives, agents, insurers, officers, directors, and employees (collectively referred herein as, "Defendant"), on the other (Plaintiff and Defendant are collectively referred herein as, the "Parties", and individually as a "Party"), upon and subject to the following terms and conditions.

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 titled *Gertrudes Centeno v. Redhead Kitchen, LLC dba Pasta Sisters* (the "Action"), pending in arbitration before American Arbitration Association ("AAA"), Case No. 01-20-0000-2068.
- B. "Agreement" or "Settlement Agreement" means this Settlement Agreement of Plaintiff Gertrudes Centeno's personal and individual claims against Defendant which are not included in the PAGA Released Claims (defined below) contained in the related PAGA Settlement (defined below) between the Parties to the Action. "PAGA Settlement" means the written settlement agreement entered into by and between Defendant and Plaintiff, on behalf of himself and other similarly situated, and entered into simultaneously with this Settlement Agreement.
- C. "Complaint" means the Demand for Arbitration filed by Plaintiff in the Action, and all amendments thereto.
- D. "Defendant" means the Defendant in this Action, REDHEAD KITCHEN, LLC dba PASTA SISTERS and all of its current and former owners, parents, subsidiaries, affiliates, members, representatives, agents, insurers, officers, directors, and employees.
- E. "Effective Date" means the date upon entry of an Order by the Court approving the PAGA Settlement in connection with Plaintiff's Representative Action Complaint filed in the Superior Court for the State of California, County of Los Angeles, bearing LASC Case No. 18STCV01494.
- F. "Defendant's Counsel" means Lee Miller, Esq. and Ilana Kaufman, Esq. of Miller Law Partners, PC.
- G. "Judgment" means the Order dismissing the arbitration proceedings, and this Action, with prejudice.
- H. "LWDA" means the California Labor and Workforce Development Agency.

- I. “PAGA” means the Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.*
- J. “PAGA Released Claims” means all claims under PAGA that are pled in Plaintiff’s Representative Action Complaint, or which could have been pled under the PAGA based on the factual allegations in Plaintiff’s Representative Action Complaint, that arose during the Covered Period. “Covered Period” means the period of time from October 19, 2017 through the execution of this Agreement.
- K. “Plaintiff” means Gertrudes Centeno, who is the named plaintiff in the Action.
- L. “Plaintiff’s Counsel” means Kevin Mahoney, Esq. and Katherine Odenbreit, Esq., of Mahoney Law Group, APC.
- M. “Released Parties” means Defendant and any present and former parents, subsidiaries, affiliates, owners, shareholders, members, and their respective officers, directors, employees, representatives, insurers, and agents, attorneys, and any other successors, assigns and legal representatives and its related persons and entities.
- N. “Representative Plaintiff’s Payment” means the special payment made to Plaintiff under the PAGA Settlement, to compensate him for initiating and pursuing the Action, undertaking the risk of liability for attorneys’ fees and expenses in the event that he was unsuccessful in the prosecution of the Action.
- O. “Settlement” means the Parties’ agreement, as detailed herein, to dispose of the Action and all other claims, demands, rights, promises, covenants, actions, suits, causes of action, obligations, debts, expenses, administration costs, damages, penalties fines, interest, injuries, compensation, judgments, orders and liabilities alleged in, arising from or in any way related to Plaintiff’s employment with any of the Defendants, up to and including the date of execution of this Agreement by Plaintiff.
- P. “Settlement Share” means the portion of the Net Settlement Amount allocable to each PAGA Settlement Group Member as provided by this Agreement.
- Q. “Total Settlement Amount” means the total gross amount to be paid by Defendant as provided by this Agreement. The Total Settlement Amount is Seven Thousand Five Hundred Dollars and zero cents (\$7,500.00). The Total Settlement Amount will be paid to Plaintiff in addition to the payments to him as agreed under the PAGA Settlement (i.e., his Settlement Share to PAGA Settlement Group Members and the Representative Plaintiff’s Payment).

II. FACTUAL BACKGROUND

- A. On September 19, 2018, Plaintiff’s Counsel sent a letter to Defendant Redhead Kitchen, LLC dba Pasta Sisters putting it on notice of a potential dispute between Plaintiff and Defendant and demanding a copy of Plaintiff’s personnel records.

Among other things, Plaintiff claims that during his employment with Defendant, he was denied proper payment for overtime and double time hours, that he worked off the clock without pay, was prevented from taking timely and uninterrupted meal and rest periods, was not provided accurate wage statements, was not paid all wages due upon separation of employment and suffered other unspecified losses.

- B. On October 12, 2018, Plaintiff served a letter on the LWDA and Defendant in accordance with the requirements of Labor Code section 2699.3, to notify the LWDA of alleged violations by Defendant of California Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 2698, 2699.3, and 2699.5 and IWC Wage Order No. 5. The LWDA declined to investigate the alleged violations.
- C. Plaintiff filed this Action on October 19, 2018 initially as a putative class action and filed an Amended Complaint on March 29, 2019 adding the PAGA cause of action. Plaintiff's individual claims were ordered to arbitration on August 1, 2019, and the PAGA claims were ordered stayed pending arbitration. The Court ordered that Plaintiff's class claims would not proceed in light of the order granting Defendant's motion to compel individual arbitration.
- D. On January 25, 2021, the Parties participated in a mediation presided over by Jill Sperber, Esq. During the mediation, each side, represented by its respective counsel, recognized the risk of an adverse result in the Action and agreed to settle the Action, pursuant to the terms of the PAGA Settlement, and further and separately agreed to settle all other matters covered by this Agreement including any claims that Plaintiff has or may have arising from or related to his employment with any Defendant, pursuant to the terms and conditions of this Agreement.
- E. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that Plaintiff's claims in the Action have merit or that they have any liability to Plaintiff or the PAGA Settlement Group on those claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit.

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Non-Admission.** Nothing in this Settlement nor the acts to be performed or judgments to be entered pursuant to the terms of the Settlement shall be construed to be an admission by Plaintiff that his claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff or any other person. Defendant specifically disclaims any such liability or wrongdoing. Defendant denies the allegations in the Action and specifically denies that it has committed any misconduct, statutory or regulatory violation, breached any agreement, committed any wrongdoing, or any other actionable conduct of any kind with respect to Plaintiff individually. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience,

expenses and risks. This Settlement and any related arbitration and court documents or orders are not and may not be cited or admitted as evidence of liability.

B. Total Settlement Amount. Subject to the terms and conditions of this Agreement and subject to court approval as set forth in detail in the PAGA Settlement, and in exchange for the promises contained herein, Defendant will pay the gross Total Settlement Amount of Seven Thousand Five Hundred Dollars (\$7,500.00). The foregoing Total Settlement Amount is confidential except that Defendant acknowledges that the Court in approving the PAGA Settlement may require disclosure in the court record of the amount received in this Settlement by Plaintiff and holds harmless Plaintiff if Plaintiff is required to make such disclosure. The Total Settlement Amount does not include, and is in addition to, the payments to Plaintiff under the PAGA Settlement. Provided that the Court has granted approval of the PAGA Settlement, the settlement payment shall be due from Defendant within fourteen days (14) from the Order approving the PAGA Settlement ("Disbursement Date"). The Total Settlement Amount will be considered and treated as inclusive of economic damages including wages (back pay and/or front pay), expense reimbursements, penalties, and interest. Payment will be paid in 3 separate checks, allocated as follows:

1. Payment to Plaintiff Gertrudes Centeno in the amount of \$1,500.00 as a payroll check with applicable employee withholdings to represent unpaid wages. Defendant shall be responsible for any employer-side taxes related to this payment. Plaintiff shall provide an updated IRS Form W-4 within seven (7) days after execution of this agreement, as a condition precedent to this payment.
2. Payment to Plaintiff Gertrudes Centeno in the amount of \$3,500.00 representing penalties and interest with no tax withholdings. Plaintiff understands and acknowledges he will receive an IRS Form 1099 reflecting no withholdings from this portion of the Settlement payment.
3. Check made payable to Mahoney Law Group, APC in the amount of \$2,500.00, representing Plaintiff's attorney fees and costs. Mahoney Law Group, APC will provide to Defendant an IRS Form W-9 within seven (7) days after execution of this Agreement.

C. Release and Waiver of Claims.

1. **Waiver of Rights under California Civil Code Section 1542.** The Released Claims described herein include any and all damages, penalties or claims, whether known or unknown, suspected or unsuspected, by the releasing party. Therefore, Plaintiff and Defendants each expressly waives and relinquishes the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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.

2. **Release by Plaintiff.** Plaintiff, on behalf of himself and his heirs, assigns, executors, agents, representatives, insurers, attorneys, assigns, and/or anyone acting on their respective behalf, and in consideration of the promises, assurances, and covenants set forth in this Agreement, hereby fully releases Defendant and the Released Parties from all claims or causes of action by reason of any injuries and/or damages or losses known or unknown, foreseen or unforeseen, patent or latent, which Plaintiff has sustained or which may be sustained as a result of any facts and circumstances arising out of or in any way related to Plaintiff's employment with Defendant, and to any other disputes, claims, disagreements, or controversies between the Parties, up to and including the date this Agreement is signed. Plaintiff acknowledges full accord and satisfaction of and/or waives, any and all claims, demands, causes of action, and liabilities of any kind whatsoever (upon any legal or equitable theory, whether contractual, common law or statutory, under federal, state or local law or otherwise), arising out of or in any way related to agreements, events, acts or conduct at any time prior to and including the execution date of this Agreement, including but not limited to: all such claims and demands directly or indirectly arising out of or in any way connected with employment with Defendant or the termination of that employment; claims or demands related to salary, vacation, fringe benefits, expense reimbursements, separation pay, or any other form of compensation; claims for violations of the California Labor Code, the Fair Labor Standards Act and/or IWC Wage Orders; claims pursuant to any other federal, state or local law, statute, ordinance or cause of action including, but not limited to, the federal Civil Rights Act of 1964, as amended (Title VII); the federal Americans with Disabilities Act of 1990 as amended, and any applicable state law equivalents; the Age Discrimination in Employment Act ("ADEA"), the federal Family and Medical Leave Act, as amended (the "FMLA"); the California Fair Employment and Housing Act ("FEHA"), as amended; the California Family Rights Act, as amended; the federal Equal Pay Act of 1963 and the California Equal Pay Act; federal, California or local Paid Sick Leave laws and applicable local ordinances; California Unfair Business Practices Act; the California and United States Constitutions, or common law claims brought under tort or contract law including, but not limited to: wrongful discharge; discrimination; harassment; fraud; defamation; emotional distress; invasion of privacy; intentional infliction of emotional distress; unfair business practices; and breach of the implied covenant of good faith and fair dealing. Plaintiff agrees to waive any claim for damages or injunctive relief against

Defendant and each of the Released Parties occurring at any time after the date of execution because of alleged continuing effects of any alleged wrongful acts or omissions involving the Released Parties which occurred before this Agreement. The releases and waivers herein do not prohibit Employee from participating in an Equal Employment Opportunity Commission ("EEOC") or a federal, state or local administrative agency investigation or proceeding. Plaintiff agrees that the Settlement Payment provided hereunder is intended settle all potential claims that could be brought on Plaintiff's behalf. Accordingly, Plaintiff agrees, to the fullest extent allowed by law, to waive any right to monetary or other recovery should any claim be pursued with the EEOC or other administrative agency on his behalf arising out of or related to his employment with and/or separation from Defendant(s), including claims brought on Plaintiff's behalf by the EEOC, or by an individual as a collective, class, or Private Attorney General Act ("PAGA") Action, whether such action is or was initiated prior to or after execution of this Agreement, involving the Released Claims. This waiver does not apply to claims properly before the National Labor Relations Board. The foregoing waivers and releases shall not be construed in any way to waive any right to pursue state disability benefits or any rights or benefits that may not be waived pursuant to applicable law, including, without limitation, claims for worker's compensation, unemployment benefits, benefits under any coronavirus relief provisions or other claims exempt from waiver by law. However, Plaintiff acknowledges that he did not suffer any work-related injury during his employment with Defendant.

3. **Release as to Plaintiff.** Pursuant to this Agreement, Defendant, on behalf of its agents, representatives, attorneys, insurers, assigns, and/or anyone acting on their respective behalf, and in consideration of the promises, assurances, and covenants set forth in this Agreement, hereby fully releases Plaintiff and Plaintiff's heirs, agents, representatives, assigns, executors, and/or anyone acting on Plaintiff's behalf (collectively, the "Plaintiff Released Parties") from all claims or causes of action by reason of any injuries and/or damages or losses known or unknown, foreseen or unforeseen, patent or latent, which Defendant has sustained or which may be sustained as a result of any facts and circumstances arising out of or in any way related to Plaintiff's employment with Defendant(s), and to any other disputes, claims, disagreements, or controversies between the Parties up to and including the date this Agreement is signed.

4. **Neutral Reference:** In response to any job verification requests, Defendant will only disclose the dates of employment and job position held. All verifications requests will be directed to Francesco Sinatra.

- D. **No Effect on Other Benefits.** The payment to Plaintiff will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff, and he will be deemed to have waived all such claims,

whether known or unknown by his, as part of his release of claims under this Agreement.

- E. **Confidentiality of Settlement Amount.** While the fact and existence of this Settlement Agreement shall only be confidential until the Motion for Settlement Approval of the PAGA Settlement is filed, the Settlement Amount paid to Plaintiff under this Agreement is and shall remain confidential. Thus, Plaintiff will not disclose to anyone other than his immediate family, attorneys, financial advisors, tax advisors, banking or lending institutions, or issue any press or other media releases or have any communication with the press or media regarding, the amount of his individual Settlement. Plaintiff will further instruct his attorneys not to disclose the amount of the individual Settlement except as otherwise ordered by the Court. This section does not bar Plaintiff's counsel from carrying out their duties as counsel to Representative Plaintiff for the LWDA. If the Court, as a condition to approving the PAGA Settlement, requires disclosure of the amount of Plaintiff's individual settlement amount, the Parties agree to in-camera disclosure as permitted by the Court. If the Court refuses and requires the amount to be disclosed in the Court record, such disclosure will not constitute a breach of this provision by Plaintiff or his counsel.

F. **Miscellaneous Terms.**

1. Whether or not the Judgment becomes Final, nothing in the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, or any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendants or any other Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
2. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement except for the amount of the settlement payment to Plaintiff herein, may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.
3. **No Liens.** Plaintiff represents that either (a) there are no liens or partial liens in existence, including without limitation any attorney's fees, medical reimbursement, child support liens or withholding orders, unemployment or disability compensation liens, which attach to the Settlement Amount, nor is any person or entity entitled to establish a lien for any payment or

payments they have made or will make to Plaintiff on behalf of Plaintiff as a consequence of any of the Action, or (b) to the extent there are any such liens, including those which may currently be unknown to him, Plaintiff will pay and retire all such liens. Plaintiff agrees to defend, indemnify and hold harmless Defendants and Released Parties from and against any and all claims by any person or entity purporting to hold any lien, interest, or other claim, whether for medical care, child support, unemployment and/or disability compensation, attorneys' fees, or otherwise, involving Plaintiff and arising from or connected with Plaintiff's employment with the Defendant or this Agreement.

4. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits. This Agreement, together with the related PAGA Settlement, constitutes the entire agreement of the parties, and both this Agreement and the PAGA Settlement are contingent on the Court's approval of and Order entering the PAGA Settlement.
5. **Attorney Authorization.** Plaintiff's Counsel and Defendants' Counsel each warrant and represent that they are authorized by their respective clients to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court or mediator, and in all cases all such documents, supplemental provisions and assistance of the court will be consistent with this Agreement. No attorney for any Party is a Party to this agreement and will not be liable for any party's breach of any of the terms of this agreement.
6. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
7. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

8. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
10. **Attorney's Fees and Costs.** Except as specifically set forth herein and in the PAGA Settlement, each Party shall bear its/his own attorneys' fees, costs, and expenses including expert expenses, taxable or otherwise, incurred by him/her/it arising out of the Action, and shall not seek reimbursement thereof from any other Party to this Agreement. However, in the event of a material breach of this Agreement, including, without limitation, of sections III(B), (F), or (G)(2), a Party may file any appropriate action or motion to enforce, for appropriate injunctive relief, claim for breach of contract, or the like, in a court of competent jurisdiction, and the prevailing party in such action shall be awarded its/his reasonable attorney's fees and costs.
11. **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.
12. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third calendar day after mailing by United States mail, addressed as follows:

To Plaintiff:

Kevin Mahoney
 Katherine J. Odenbreit
 Mahoney Law Group, APC
 249 East Ocean Boulevard, Suite 814
 Long Beach, CA 90802
 Telephone: (562) 590-5550
 Facsimile: (562) 590-8400
 kmahoney@mahoney-law.net
 kodenbreit@mahoney-law.net

To Defendants:

Lee Miller
 Ilana Kaufman
 Miller Law Partners, PC
 21600 Oxnard Street, Suite 380

Woodland Hills, CA 91367
Telephone: (818) 279-6600
Facsimile: (818) 279-6601
lmiller@millerlawpartners.com
ikaufman@millerlawpartners.com

13. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Electronic or facsimile signatures shall be deemed and will be accepted as the original. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

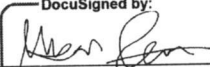
IV. EXECUTION BY PARTIES

THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. READ BEFORE SIGNING.

The signatures below confirm understanding and acceptance of the terms, details and conditions of this Settlement Agreement, after the opportunity to consult with independent legal counsel.

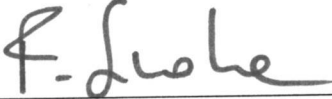
Dated: January ^{2/1}____, 2021

GERTRUDES CENTENO

DocuSigned by:

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On behalf of DEFENDANT REDHEAD KITCHEN,
LLC dba PASTA SISTERS:

^{FEB}
Dated: January ³____, 2021

By: 
Francesco Sinatra, its CEO