

CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE

This CONFIDENTIAL SETTLEMENT AGREEMENT AND
GENERAL RELEASE (the "Agreement") is entered into by FAR WEST
RESTAURANT GROUP, LLC (the "Company"), and MANUEL LIMA, for
himself and his heirs, successors and assigns (hereinafter referred to as "Lima")
(the Company and Lima are hereinafter collectively referred to as the "Parties").

PLEASE READ CAREFULLY. THIS CONFIDENTIAL
SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A
RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

WHEREAS, Lima alleged that various actions of the Company
during the time of his employment have been wrongful and unlawful.

WHEREAS, Lima filed a complaint in the Orange County Superior
Court, Case No. 30-2021-01218044-CU-OE-CXC, on behalf of himself and on
behalf of other employees purportedly "similarly situated" and other allegedly
"aggrieved employees" (the "Action"). The Action included a cause of action for
Penalties under the Private Attorneys General Act ("PAGA").

WHEREAS, Lima represents that he has been advised to consult
with an attorney before entering into this Agreement, that he had an opportunity to

discuss all aspects of his claims and this Agreement with an attorney to the extent so desired, has been fully advised as to his rights, understands that he is waiving significant legal rights by signing this Agreement and enters into this Agreement voluntarily, with a full understanding of, and agreement with, all of its terms, for the purpose of receiving additional benefits from the Company beyond that provided by normal Company policy.

WHEREAS, Lima desires to settle fully and finally all claims, known or unknown, against the Company from the beginning of time to the date he executes this Agreement.

WHEREAS, the Agreement reached between the Company and Lima does not release the claims of any individual other than Lima.

NOW, THEREFORE, in consideration of the premises and promises contained herein, it is agreed as follows:

FIRST: Non-Admission of Liability.

This Agreement shall not be construed as an admission by the Company, or any of its agents or employees, of any discriminatory, improper, wrongful, tortious or unlawful actions, or any other wrongdoing whatsoever

against Lima or any other person or persons, and the Company specifically denies any wrongdoing whatsoever against Lima or any other person or persons.

**SECOND: No Other or Future Lawsuits, Charges or
Complaints of Any Nature Whatsoever.**

Lima represents that he does not presently have on file any complaints, charges or claims (civil, administrative, or criminal) against the Company in any court or administrative forum, or before any governmental agency or entity, except the Action referenced above.

Lima further represents that he will not hereafter file any complaints, charges or claims (civil, administrative, or criminal) against the Company in any forum based on any action which occurred prior to the date he executes this Agreement, including, but not limited to, any claim related to, or in any way arising from his employment with the Company or the cessation of that employment, or any events, actions, or omissions thereafter by the Company.

Lima further agrees to waive his right to any monetary or equitable recovery in connection with any federal, state, or local administrative agency's investigation into any claims arising out of or related to his employment with and/or separation from employment with the Company to the fullest extent permitted by law.

Notwithstanding Paragraph Sixth set forth herein, this Agreement may be introduced in any proceeding in which Lima files any action against the Company alleging unpaid wages, penalties, compensation, or any other monies due to him as a result of his employment with the Company. Such introduction shall be pursuant to an order protecting its confidentiality. In the event Lima files any other action against the Company based on any actions or events which occurred prior to the date he executes this Agreement, including but not limited to a representative action under the Private Attorneys General Act or a class action, the Company shall send a written request to Lima, or his counsel of record, requesting that the action be dismissed and provide a reasonable time to effectuate any such dismissal, but no longer than fourteen (14) days unless otherwise agreed between Lima and the Company. If Lima fails to dismiss the action following the Company's written demand for dismissal within the agreed upon time frame, (i) the Company will be entitled to recover from Lima the entire payment, except One Dollar (\$1), previously made by the Company under Paragraph Third of this Agreement, in addition to all other lawful remedies; and (ii) all other provisions of this Agreement shall remain in full force and effect.

Lima further agrees to the dismissal with prejudice of all of his individual claims against the Company in the Action referenced above and to the dismissal without prejudice as to the class action claims and PAGA claim to the

extent it is brought on behalf of anyone other than Lima. Lima and his counsel further agree that they will fully cooperate in accomplishing the terms of this Agreement, and will take all reasonable steps, including execution of any necessary documents (including but not limited to the Stipulation Re: Dismissal of the Action), in order to implement the terms of this Agreement. The Parties agree that this Agreement may be submitted to the LWDA and Court for approval with the specific sums in Paragraph Third redacted except for the amount allocated as civil penalties. This Agreement will only be submitted to the Court if the Court requests review of the Agreement and the Parties agree that the Agreement will be submitted *in camera*.

THIRD: Benefits to Lima.

The Company agrees to and will pay to Lima the following benefits in exchange for this Release: The Company will mail to Lima's counsel the following checks: (1) a check made payable to "Manuel Lima" in the gross amount of [REDACTED] [REDACTED] (less legally required deductions), for which a W-2 will be issued, (2) a check made payable to "Manuel Lima" in the amount of [REDACTED] [REDACTED], for which all required 1099s will be issued, and (3) a check made payable to "Daily Aljian LLP" in the amount of [REDACTED]

[REDACTED] for attorneys' fees and costs, for which all required 1099s will be issued. The sum of Five Hundred Dollars (\$500.00) shall be allocated as civil penalties for settlement of the PAGA cause of action, with 75 percent (\$375.00) being paid to the Labor and Workforce Development Agency ("LWDA") by the Company and 25% (\$125.00) included in the above amounts payable to Lima. The PAGA release is limited to Lima and does not release the claims of any other individual. The foregoing checks will be mailed to Daily Aljian LLP, 100 Bayview Circle, Suite 5500, Newport Beach, CA 92660, within fourteen (14) calendar days after all of the following have occurred: (1) counsel for the Company receives this Agreement executed by Lima and his counsel and completed W-9 forms for Lima and Lima's counsel, (2) the Parties have filed a Stipulation seeking approval of the settlement with respect to the PAGA claim as to Lima only and dismissal of the class action claims without prejudice, and (3) entry of an order by the Court approving the settlement with respect to the PAGA claim and dismissing the class action claims without prejudice. Lima's counsel shall send written notice to counsel for the Company once the settlement checks are successfully deposited, cashed, or otherwise negotiated by Lima and Lima's counsel. Within fourteen (14) calendar days of such written notice, the Parties shall submit a Stipulation seeking dismissal of the Action with prejudice as to Lima and without prejudice as to the claims of the other allegedly aggrieved

employees for purposes of the PAGA cause of action, which shall specify, among other facts, that Lima has received all payments due hereunder and that the Company has sent the \$375.00 PAGA penalty to the LWDA. In the event the settlement is not approved by the Court or the Action is not dismissed in its entirety, Lima and his counsel agree to work with counsel for the Company in good faith to effectuate the terms of this Agreement.

Lima agrees that this Agreement is contingent on: (1) the dismissal of the entire Action with prejudice as to Lima's claims, (2) the dismissal of the class action claims and PAGA claims of other allegedly aggrieved employees without prejudice, as described above, and (3) the Court's approval pursuant to Labor Code Section 2699(1)(2). Should the Parties fail to obtain dismissal of the claims of the putative class, dismissal of the PAGA claims of other allegedly aggrieved employees, and/or Court approval of this Settlement following good faith efforts by Lima and the Company to effectuate the foregoing conditions, the Agreement shall be deemed null and void and the Parties shall return to their respective positions in the litigation prior to the execution of the Agreement. If this occurs, Lima and his counsel agree to return the full amount of the settlement funds to the Company within fourteen (14) days after, or at a different time as subsequently agreed to in writing by the Parties, any Court Order denying: (1) dismissal of the entire Action with prejudice as to Lima's claims, (2) dismissal of

the class action claims and PAGA claims of other allegedly aggrieved employees without prejudice, and/or (3) approval of the settlement pursuant to Labor Code Section 2699(1)(2).

Lima agrees that payment in this manner is fully satisfactory to him, and by signing this Agreement, fully releases the Company from all claims, known and unknown, as indicated in this Agreement, including all rights he would have to bring a representative, class, collective, or other similar action on behalf of others. The releases by Lima as set forth in this Agreement shall become effective upon the Company's payment of all amounts due under Paragraph Third, above.

FOURTH: Responsibility for Taxes.

Lima agrees that he is solely responsible for all tax obligations which may arise as a consequence of this settlement, and that he will indemnify and hold the Company harmless for any taxes, interest, penalties, and/or related expenses it incurs as a result of any dispute over the non-withholding or other tax treatment of the Company's payment.

FIFTH: No Costs or Attorneys' Fees.

Lima agrees that the settlement provided herein is intended to and does bar all claims for injuries, losses, damages, expenses, costs, attorneys' fees

and related expenses arising out of the Action and that any and all such similar or other claims based on any action which occurred prior to the date he executes this Agreement are hereby unqualifiedly waived by Lima.

SIXTH: Confidentiality.

Lima represents that he will keep the specific sums in Paragraph Third (except the amount allocated as civil penalties) completely confidential and will not hereafter disclose the amounts to any person or persons, or otherwise disclose the amounts in this Agreement through social media outlets or to persons who may publicize the information, except as necessary in any legal or administrative proceedings where disclosure may be required. The only exceptions for Lima are his spouse and his tax and/or legal advisors and only if they agree to and in fact maintain such confidentiality. Lima further agrees that under no circumstances will he induce, encourage, solicit or assist any other person or entity to file or pursue any proceeding of any kind against the Company.

Lima understands that the settlement herein was entered into solely to avoid the cost of litigation, that such settlement would not have been agreed to except for this representation and commitment, and that any breach of this Paragraph Sixth will entitle the Company to recover any losses, costs and attorneys' fees attributable to such breach. Lima further agrees that the damages

resulting from a breach of this confidentiality provision will be difficult to determine and that the Company shall be entitled to cease any payments called for under this Agreement not yet made and, if all payments called for under this Agreement have been made, recover \$1,500.00 as liquidated damages in the event of a proven breach by Lima, but not to exceed a total of \$6,000.00.

Lima further agrees that he will respond to all inquiries about the outcome of the Action with words to the effect of the following: "The matter has been resolved." Lima will not inform anyone that he received a payment in connection with the Action.

SEVENTH: Complete Release.

Lima, for himself and his heirs, successors and assigns, does hereby release, acquit and forever discharge the Company, its former and/or current officers, directors, executives, managers, employees, agents, related parent and subsidiary entities, affiliates, predecessors, successors and assigns (the "Released Parties"), from any and all claims, actions, charges, complaints, causes of action, rights, demands, debts, damages or accountings of whatever nature, known or unknown, which he or his heirs may have against the Released Parties based on any actions or events which occurred prior to the date he executes this Agreement, including but not limited to those related to, or arising from, Lima's employment

with the Company or the cessation of that employment. To the extent permissible by law, this includes but is not limited to a release of all rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, any tort, any public policy or any federal, state or other governmental statute, regulation or ordinance, and any amendments thereto (such as, but not limited to, provisions of the California Labor Code, including the Private Attorneys General Act, the FEHA, Title VII, the ADA, CFRA, the Business and Professions Code and all other laws governing the employment of persons in the State of California) (hereinafter collectively, "Claim" or "Claims") from the beginning of time to the date of execution hereof.

Lima represents that he is aware of all alleged violations of the California Labor Code regarding his employment with the Company and, as part of this Agreement to resolve the existing dispute between Lima and the Company, Lima is agreeing to release all claims arising out of those alleged violations, including his own claims as an alleged aggrieved employee under the Private Attorneys General Act. Lima provides a full release of his PAGA claim for all alleged violations affecting him. This Agreement is not a release of the PAGA claims of any other current or former allegedly aggrieved employees aside from Lima.

EIGHTH: Knowing and Voluntary Waiver of Known and Unknown Claims.

IT IS FURTHER UNDERSTOOD AND AGREED that as a condition of this Agreement, all rights under Section 1542 of the Civil Code of the State of California are expressly waived by Lima. Such Section 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.”

In order to achieve a full and complete release of the Company, Lima acknowledges that this Agreement is intended to and does include in its effect all Claims that Lima does not know or suspect to exist in his favor at the time that he signs this Agreement.

NINTH: Ownership of Claims.

Lima represents and agrees that he has not assigned or transferred, or attempted to assign or transfer, to any person or entity, any of the Claims he is

releasing in this Agreement. Lima further represents that he is not aware of any liens or claims that can be made against the settlement payment referenced in Paragraph Third and that no lien, whether known or unknown, may affect the validity of this settlement.

TENTH: Successors.

This Agreement shall be binding upon the parties and upon their respective heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the parties and others released herein, their representatives, executors, successors and assigns.

ELEVENTH: Entire Agreement.

Lima and the Company each agree that (a) this Agreement is the sole and entire agreement between them, (b) it embodies and includes all terms and commitments between them, and (c) no representations, inducements, coercion or promises have been made to any of them except as are expressly stated above. If any part of this Agreement is found to be unenforceable, all remaining provisions or parts thereof shall nevertheless remain valid and enforceable.

TWELFTH: Severability.

Should any of the provisions in this Agreement be declared or be determined to be illegal or invalid, all remaining parts, terms or provisions shall be valid, and the illegal or invalid portion or provision shall be deemed not to be a part of this Agreement.

THIRTEENTH: Acknowledgment of Understanding.

Lima understands that he is waiving legal rights by signing this Agreement, and represents that he has had an opportunity to and has been advised to consult with an attorney and/or other persons to the full extent he wanted to do so before signing this Agreement. Lima further represents that he has been given a reasonable period of time to review and consider this Agreement.

FOURTEENTH: Arbitration.

Any dispute hereafter arising between the Parties pertaining to the formation, validity, interpretation, effect or alleged breach of this Agreement, or any act which allegedly has or would violate any provision of this Agreement, will be governed in all respects by California law and will be submitted to arbitration before a judicial arbitrator with experience in employment arbitrations. Such

arbitration shall be conducted in Orange County, California, in accordance with the rules of the AAA.

FIFTEENTH: Opportunity to Obtain Spanish Translation.

Lima represents that he had an opportunity to obtain a translation of this Agreement from English to Spanish to the full extent he wanted to do so before signing this Agreement. Lima further represents that he understands all of the rights he relinquishes by entering into this Agreement in exchange for the monetary consideration set forth in Paragraph Third.

PLEASE READ CAREFULLY. THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

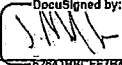
IN WITNESS WHEREOF this Agreement shall have as its effective date the date the last of the following have occurred: (1) counsel for the Company receives this Agreement executed by Lima, and (2) the Court dismisses the Action with prejudice as to the individual claims of Lima, and dismisses the Action without prejudice as to the claims of the putative class and other allegedly aggrieved employees.

Far West Restaurant Group, LLC

By: R. L. Suler

Dated: August 30, 2022

Manuel Lima

By: 
DocuSigned by:
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Dated: August 30, 2022