

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 BENITO GARCIA, for himself and his heirs, successors and assigns (hereinafter referred to as “Garcia”) (the Company and Garcia 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, Garcia alleged that various actions of the Company during the time of his employment have been wrongful and unlawful.

WHEREAS, Garcia filed two complaints in the Los Angeles County Superior Court, Case Nos. 21STCV44096 and 21BBCV01014, 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, Garcia 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, Garcia 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 Garcia does not release the claims of the State of California or of any individual other than Garcia.

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

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

Garcia 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.

Garcia further represents that he will not hereafter file any complaints, charges or claims (civil, administrative, or criminal) against the Company with any court or in arbitration 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.

Garcia 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

Garcia 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 Garcia. Garcia 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 Stipulations to Dismiss 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 Garcia.

The Company agrees to and will pay to Garcia the following benefits in exchange for this Release: The Company will mail to Garcia's counsel the following checks: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] 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") and 25% (\$125.00) included in the above amounts payable to Garcia. The PAGA release is limited to Garcia and does not release the claims of any other individual. The foregoing checks will be mailed within thirty (30) calendar days after all of the following have occurred: (1) counsel for the Company receives this Agreement executed by Garcia and completed W-9 forms for Garcia and Garcia's counsel, (2) the Parties have filed Joint Stipulations dismissing the Action with prejudice as to Garcia and without prejudice as to the claims of the putative class and other allegedly aggrieved employees, and provided that Garcia does not revoke the ADEA release set forth in Paragraph Seventh. Garcia and his counsel agree not to deposit, cash, or otherwise negotiate payment of the settlement checks unless and until the Action has been dismissed in its entirety and

the settlement has been approved. In the event the settlement is not approved by the Court or the Action is not dismissed in its entirety, Garcia and his counsel agree to return the settlement checks to the Company's counsel via overnight delivery.

Garcia agrees that this Agreement is contingent on: (1) the dismissal of the entire Action with prejudice as to Garcia'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, 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.

Garcia 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.

FOURTH: Responsibility for Taxes.

Garcia understands and agrees that he is responsible for payment of any taxes which are required to be paid to the State of California, the United States Government, or any other entity as a result of this settlement. Garcia acknowledges and agrees that Garcia's counsel and the Company have not warranted or represented how the U.S. Internal Revenue Service or other governmental taxing authorities will treat the settlement payment referenced in Paragraph Third for tax purposes, and agrees that no further payment of money to Garcia from the Company will be due in the event that the payment or the release of claims embodied in this Agreement, or any portion thereof, is found by a government taxing authority to be, or to result in, additional taxable income to Garcia.

Garcia further agrees 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.

Garcia 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 Garcia.

SIXTH: Confidentiality.

Garcia represents that he will keep every term of this Agreement completely confidential and will not hereafter disclose the substance or contents thereof to any person or persons, or otherwise disclose any substance or content of this Agreement through social media outlets or to persons who may publicize the information. The only exceptions for Garcia are his immediate family and professional representatives (e.g., attorneys, accountants, auditors, tax preparers) and each individual shall first be informed of and agree to be bound by this confidentiality clause, or other such disclosures required by law to enforce this agreement.

Garcia agrees not to initiate, encourage, cause, direct, assist, support, or counsel other individual(s) to file any lawsuit, charge, complaint, claim, petition, or accusatory pleading against the Company asserting the claims released herein. The only exception to the foregoing shall be in those circumstances in which Garcia is obligated to provide information in response to an investigation by

a duly authorized governmental entity or in connection with a legal proceeding in which Garcia is compelled to provide information under state or federal law.

Garcia 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.

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

The Company represents that it will keep every term of this Agreement completely confidential and will not hereafter disclose the substance or contents thereof, to any person or persons. The only exceptions for the Company are employees of the Company who have a business need to know and disclosures that are required by law.

Garcia agrees that in the event a prospective employer asks for a reference from the Company, he shall advise that prospective employer to contact

. In response to any such inquiry for employment

verification, the Company represents that it and [REDACTED] will disclose only inclusive dates of employment and last position held, unless further disclosure is authorized by Garcia.

SEVENTH: Complete Release.

Garcia, 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, Garcia'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.

Garcia 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 Garcia and the Company, is agreeing to release all claims arising out of those alleged violations, including all claims under the Private Attorneys General Act. Garcia 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 Garcia.

In exchange for material portions of the additional pay and benefits provided in this Agreement and in accordance with the Older Workers Benefit Protection Act, Garcia hereby knowingly and voluntarily waives and releases all rights and claims, known and unknown, arising under the Age Discrimination in Employment Act of 1967 ("ADEA"), as amended, which he might otherwise have had against the Released Parties regarding any aspect of his employment, up to the date Garcia executes this Agreement.

Garcia is hereby advised (a) to consult with an attorney prior to signing this Agreement and (b) that he has 21 days in which to consider and accept this Agreement by signing and returning this Agreement to the Company. In addition, Garcia has a period of seven (7) days following his execution of this Agreement in which he may revoke the release of rights or claims that he may have arising under the ADEA. Any revocation must be in writing and must be received by the Company's counsel, Theresa A. Kading, within the seven-day revocation period. If Garcia does not advise the Company (by a writing received by the Company's counsel, Theresa A. Kading) within such seven-day period of his intent to revoke the Agreement, Garcia has waived his right to revoke the Agreement and it will become effective.

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 Garcia. 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, Garcia acknowledges that this Agreement is intended to and does include in its effect all Claims that Garcia does not know or suspect to exist in his favor at the time that he signs this Agreement.

NINTH: Ownership of Claims.

Garcia 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. Garcia 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.

Garcia 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.

Garcia 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. Garcia 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 Los Angeles County, California, in accordance with the rules of the AAA.

FIFTEENTH: Opportunity to Obtain Spanish Translation.

Garcia represents that he had an opportunity to obtain a translation or interpretation of this Agreement from English to Spanish to the full extent he wanted to do so before signing this Agreement. Garcia 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 Garcia, (2) seven days have passed since Garcia's execution of this Agreement, provided Garcia does not revoke the Agreement pursuant to Paragraph Seventh, and (3) the Court dismisses the Action with prejudice as to the individual claims of Garcia, 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: Rebecca Seila

Dated: June 21, 2022

Benito Garcia

By: 

Dated: June 21, 2022

Approved as to Form:

Lawyers for Justice, PC
Counsel for Benito Garcia

By: Thomas R. Babin

Dated: June 21, 2022