

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE
("Agreement")

Brinker International Payroll Company, L.P. ("Brinker") and Yasmin Zambrano ("Team Member," and collectively with Brinker, the "Parties"), agree that:

1. Recitals and Last Day of Employment. Team Member has filed a civil complaint for damages and civil penalties in San Joaquin Superior Court, Case No. STK-CV-UOE-2022-0002465, pursuant to the Private Attorneys General Act, Labor Code section 2698 et seq. ("PAGA") alleging failure to provide meal/rest breaks and/or meal/rest break premiums; failure to pay all wages due and owing on separation; failure to timely provide payroll/personnel records; retaliation in violation of Labor Code section 1102.5; and unfair business practices (collectively hereafter the "Claims"). Team Member acknowledges that Brinker and Releasees (defined below) deny and dispute the Claims. Team Member's last day of employment with Brinker was August 21, 2021 ("Separation Date").

2. Consideration. In exchange for signing this Agreement and complying with its terms, including Team Member's dismissal of his/her claims as described below, Brinker will pay to Team Member Eighteen Thousand Dollars (\$18,000.00), less lawful deductions, within fourteen (14) calendar days after Brinker's receipt of: (1) an original of this Agreement signed by Team Member; (2) an IRS Form W-4 signed by Team Member; and (3) an IRS form W-9 signed by the law firm representing Team Member. Such funds shall be paid as follows:

- a check will be issued and made payable to Team Member in the amount of Two Thousand Dollars (\$2,000.00) (for which an IRS Form W-2 will be issued to Team Member).
- a check will be issued and made payable to "Mayall Hurley P.C. Client Trust Account" Team Member in the amount of Sixteen Thousand Dollars (\$16,000.00) (for which an IRS Form 1099 will be issued to Team Member and Mayall Hurley P.C.).

3. No Consideration Absent Execution of this Agreement. Team Member understands and agrees that Team Member would not receive the monies and/or benefits specified in Paragraph 2 above, except for Team Member's execution of this Agreement and the fulfillment of the promises contained herein.

4. General Release, Claims Not Released and Related Provisions.

a. **General Release of All Claims.** Team Member, Team Member's heirs, executors, administrators, successors, and assigns (collectively referred to throughout this Agreement as "Releasers"), knowingly and voluntarily release and forever discharge Brinker, its parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns including but not limited to Brinker International, Inc., and their current and former employees, attorneys, officers, directors and agents, both individually and in their business

capacities, and their employee benefit plans and programs and their administrators and fiduciaries (collectively referred to throughout the remainder of this Agreement as “Releasees”), of and from any and all claims, known and unknown, asserted or unasserted, which Team Member has or may have against Releasees as of the date of execution of this Agreement, including, but not limited to, any alleged violation of the following statutes to the extent such statutes are applicable:

- Title VII of the Civil Rights Act of 1964;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974 (“ERISA”) (except as modified below);
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- The Worker Adjustment and Retraining Notification Act;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- California Family Rights Act – Cal. Gov’t Code § 12945.2;
- California Fair Employment and Housing Act – Cal. Gov’t Code § 12900 et seq.;
- California Unruh Civil Rights Act – Cal. Civ. Code § 51 et seq.;
- Statutory Provisions Regarding the Confidentiality of AIDS Information – Cal. Health & Safety Code § 120775 et seq.;
- California Confidentiality of Medical Information Act – Cal. Civ. Code § 56 et seq.;
- California Parental Leave Law – Cal. Lab. Code § 230.7 et seq.;
- California Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394;
- The California Occupational Safety and Health Act, as amended, and any applicable regulations thereunder;
- The California Consumer Credit Reporting Agencies Act – Cal. Civ. Code § 1785 et seq.
- California Investigative Consumer Reporting Agencies Act – Cal. Civ. Code § 1786 et seq.;
- Those provisions of the California Labor Code that lawfully may be released;

- Any other federal, state or local law, rule, regulation, or ordinance;
- Any public policy, contract, tort, or common law claim; or
- Any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters.

b. Claims Not Released. Releasors are not waiving any rights they may have to: (1) Team Member's own vested accrued employee benefits under Brinker's health, welfare, or retirement benefit plans as of the Separation Date; (2) benefits and/or the right to seek benefits under applicable workers' compensation and/or unemployment compensation statutes; (3) pursue claims which by law cannot be waived by signing this Agreement; (4) enforce this Agreement; and/or (5) challenge the validity of this Agreement.

c. California Team Members – Section 1542 Waiver Language: To affect a full and complete general release as described above, if Team Member worked for Brinker in California or resides in California, Team Member agrees that in connection with the release provided above, that Team Member expressly waives and relinquishes all rights and benefits afforded to Team Member by California Civil Code section 1542, and does so understanding and acknowledging the significance and consequence of such specific waiver of section 1542.

Section 1542 of the California Civil Code states:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

In waiving the protection of California Civil Code section 1542, Team Member expressly acknowledges and assumes all risk that the actual facts and circumstances surrounding Team Member's employment or termination from employment may later be discovered to be different from those Employee now knows or believes to be true. Team Member warrants that Team Member has read this Agreement, including this waiver of California Civil Code section 1542, and that Team Member has consulted counsel or has had the opportunity to consult with counsel about this Agreement and specifically about the waiver of section 1542, and that Team Member understands this Agreement and the section 1542 waiver. Team Member further acknowledges by Team Member's signature below that Team Member freely and knowingly enters into this Agreement.

d. Governmental Agencies. Nothing in this Agreement prohibits or prevents Team Member from filing a charge with or participating, testifying, or assisting in any

investigation, hearing, or other proceeding before the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board or a similar agency enforcing federal, state or local anti-discrimination laws. However, to the maximum extent permitted by law, Team Member agrees that if such an administrative claim is made to such an administrative agency, Team Member shall not be entitled to recover any individual monetary relief or other individual remedies. In addition, nothing in this Agreement, including but not limited to the release of claims nor the confidentiality and non-disparagement clauses, prohibits Team Member from: (1) reporting possible violations of federal law or regulations, including any possible securities laws violations, to any governmental agency or entity, including but not limited to the U.S. Department of Justice, the U.S. Securities and Exchange Commission, the U.S. Congress, or any agency Inspector General; (2) making any other disclosures that are protected under the whistleblower provisions of federal law or regulations; or (3) otherwise fully participating in any federal whistleblower programs, including but not limited to any such programs managed by the U.S. Securities and Exchange Commission and/or the Occupational Safety and Health Administration. Moreover, nothing in this Agreement prohibits or prevents Team Member from receiving individual monetary awards or other individual relief by virtue of participating in such federal whistleblower programs.

e. Collective/Class Action Waiver. If any claim is not subject to release, to the extent permitted by law, Team Member waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which Brinker or any other Releasee identified in this Agreement is a party.

5. Termination of the Lawsuit. As a condition precedent to Brinker's payment of the consideration described above, Team Member agrees to dismiss Case No. STK-CV-UOE-2022-0002465 without prejudice. The parties agree to file a joint stipulation for dismissal of the case without prejudice. However, Team Member pursuant to paragraph 4 of this agreement. Notwithstanding the other terms of this Agreement, Brinker shall not pay the consideration described above until Team Member has complied with the terms of this paragraph, and the court has dismissed this matter with prejudice.

6. Acknowledgments and Affirmations.

Team Member affirms that Team Member has reported all hours worked as of the date Team Member signs this Agreement and has been paid and/or has received all compensation, wages, bonuses, commissions, and/or benefits which are due and payable as of the date Team Member signs this Agreement. Team Member affirms that Team Member has been granted any leave to which Team Member was entitled under the Family and Medical Leave Act or related state or local leave or disability accommodation laws.

Team Member affirms that Team Member is not entitled to severance payments or benefits pursuant to any plan sponsored by Brinker or an affiliate, including but not limited to

Brinker International, Inc., or agreement with Brinker or an affiliate, including but not limited to Brinker International, Inc.

Team Member further affirms that Team Member has no known workplace injuries or occupational diseases.

Team Member further affirms that Team Member has not been retaliated against for reporting any allegations of wrongdoing by Brinker or its officers or any affiliates, including but not limited to Brinker International, Inc., including any allegations of corporate fraud.

Team Member shall not apply in the future for employment with Brinker or its related entities because of, among other things, irreconcilable differences with Brinker.

7. **Limited Disclosure and Return of Property.** Team Member agrees not to disclose any information regarding the underlying facts leading up to or the existence or substance of this Agreement, except to Team Member's spouse, tax advisor, an attorney with whom Team Member chooses to consult regarding Team Member's consideration of this Agreement and/or to any federal, state, or local government agency.

Team Member affirms that Team Member has returned all of Brinker's property and documents, including but not limited to, any confidential information in Team Member's possession or control. Team Member also affirms that Team Member is in possession of all of Team Member's property that Team Member had at Brinker's premises and that Brinker is not in possession of any of Team Member's property.

8. **Non-Disparagement.** Team Member agrees that Team Member will not in any way maliciously disparage or defame the good name of Brinker, including but not limited to, its officers, directors and employees, in any forum, including the media.

9. **Employment Verification.** Employment verification is provided by The Work Number. Brinker agrees that through the Work Number, Team Member may obtain a neutral employment verification (e.g., dates of hire and separation, and position at separation) for prospective employers. Such requests for information shall be directed only to: The Work Number 1-800-367-5690, Employer Code 10312, www.theworknumber.com.

10. **Governing Law and Interpretation.** This Agreement shall be governed and conformed in accordance with the laws of the state in which Team Member worked at the time of Team Member's last day of employment without regard to its conflict of laws provisions. In the event of a breach of any provision of this Agreement, either party may institute an action specifically to enforce the any term or terms of this Agreement and/or to seek any damages for breach. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction (or arbitrator) and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

11. Medicare Affirmation. Team Member warrants that Team Member (a) is not Medicare eligible or within 30 months of becoming Medicare eligible, is not 65 years of age or older and is not suffering from end stage renal failure or amyotrophic lateral sclerosis; (b) has not received Social Security benefits for 24 months or longer; and (c) there are no outstanding liens, Medicare or otherwise, that are to be paid out of the settlement payment. Nonetheless, if the Centers for Medicare & Medicaid Services (CMS) (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in the settlement payment, Team Member shall (i) indemnify, defend and hold the Releasees harmless from any action by CMS relating to Team Member's medical expenses; (ii) reasonably cooperate with the Releasees upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and any claim that the CMS may make and for which Team Member is indemnifying the Releasees; and (iii) waive any future private cause of action against the Releasees for damages under 42 U.S.C. § 1395y(b)(3)(A).

12. Nonadmission of Wrongdoing. The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of wrongdoing or evidence of any liability or unlawful conduct of any kind.

13. Amendment. This Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.

14. Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties except any Arbitration Agreement Team Member executed and agreed to, which is incorporated herein by reference and any post-employment obligations contained in existing agreements signed by Team Member which remain in full force and effect and are reaffirmed by Team Member's signing of this Agreement. Team Member acknowledges that Team Member has not relied on any representations, promises, or agreements of any kind made to Team Member in connection with Team Member's decision to accept this Agreement, except for those set forth in this Agreement.

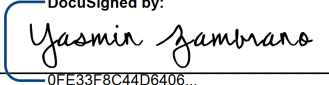
TEAM MEMBER FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS TEAM MEMBER HAS OR MIGHT HAVE AGAINST RELEASEES.

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The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:

Brinker International Payroll Company, L.P.

By: 
Yasmin Zambrano

By: Christopher Green

Name: _____

Position: Vice President, Assistant General Counsel

Date: 12/26/2022 _____

Date: _____