

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

1. Parties. This Confidential Settlement Agreement and Release of All Claims ("**Agreement**") is made by and between Juan Carlos Tristan Vargas ("**Employee**") and Son A Han, individually and doing business as Nozomi II Sushi & BBQ and Duk Moo Han, individually and doing business as Nozomi II Sushi & BBQ (collectively, "**Employer**") (singularly, "**Party**"; both Employee and Employer collectively, "**Parties**") in order to resolve all outstanding issues and set forth all obligations between the Parties. This Agreement is effective as of the date that Employee sends his signed copy of this Agreement to Employer's counsel ("**Effective Date**").

2. Purpose of Agreement/Claims.

a. Employee worked for Employer as a cook, food preparer, and dishwasher in approximately November 2020 to August 2021. Employee filed several claims in San Diego County Superior Court regarding his employment, including, but not limited to, his payment of minimum, regular, and overtime wages, meal and rest periods, waiting time penalties, records violations, failure to reimburse business expenditures, and related penalties, interest, and attorneys' fees, as well as an action pursuant to the Private Attorneys General Act of 2004 ("PAGA") for civil penalties on behalf of himself and the other aggrieved employees in San Diego County Superior Court Case No. 37-2022-00004713-CU-OE-CTL ("**Employee's Claims**"). The PAGA action is LWDA Case No. LWDA-CM-850511-21 ("PAGA action").

b. The purpose of this Agreement is to settle completely and cause the release of Employer and its Releasees from every employment-related claim and/or cause of action that Employee has, may have, or may pursue or participate in any manner against Employer and its Releasees, arising out of or related to any aspect of Employee's work for Employer as of the Effective Date of this Agreement, including, but not limited to, any work performed for Employer, Employee's separation of employment, all wages and compensation of any kind, and each of Employee's claims set forth in Employee's Claims, and also includes settling the PAGA action in San Diego County Superior Court, upon approval of the Court.

3. Release Payment. In consideration of the waivers and releases in this Agreement, and on the condition that Employee sign this Agreement, Employer shall pay the sum of **\$50,000.00** (Fifty thousand dollars) for the release of any and all employment-related claims, settlement of the PAGA action, and attorneys' fees ("**Release Payment**"). \$4,000.00 (four thousand dollars) of the Release Payment shall be allocated to the settlement of the PAGA action. The Release Payment shall be made in 21 (twenty one) payments as follows:

a. A first payment of \$5,000.00 (five thousand dollars) in the form of a check made payable to "Ruiz-Velasco Law Client Trust Account", shall be paid and delivered no later than 15 days from the Effective Date of this Agreement at Employee's counsel's office located at Rodolfo Ruiz-Velasco, Ruiz-Velasco Law, 600 W. Broadway Suite 700, San Diego, CA 92101;

b. The following 19 (nineteen) payments shall be paid in equal monthly installments of \$2,250.00 (two thousand two hundred fifty dollars), each in the form of a check made payable to "Ruiz-Velasco Law Client Trust Account". The monthly installments shall be paid and delivered at Employee's counsel's office located at Rodolfo Ruiz-Velasco, Ruiz-Velasco Law, 600 W. Broadway Suite 700, San Diego, CA 92101, on or before the 15th of the month as follows: 1st installment of \$2,250.00 is due on or before August 15, 2022; 2nd installment of \$2,250.00 is due on or before September 15, 2022; 3rd installment of \$2,250.00 is due on or before October 15, 2022, etc.... and the 19th installment of \$2,250.00 is due on or before February 15, 2024.

c. The final payment of \$2,250.00 shall be paid as follows: \$1,250.00 shall be paid on or before March 15, 2024 in the form of a check made payable to "Ruiz-Velasco Law Client Trust Account" and shall be paid and delivered at Employee's counsel's office located at Rodolfo Ruiz-Velasco, Ruiz-Velasco Law, 600 W. Broadway Suite 700, San Diego, CA 92101, and the remaining \$1,000.00 shall be distributed by Employer's counsel to the aggrieved employees as their 25% portion of the PAGA civil penalties, per the Ex Parte Application for Approval of Settlement of the PAGA Action (see 4. below). Plaintiff's counsel shall pay the \$3,000.00 in civil penalties as the 75% portion to the California LWDA within 15 days of receiving this final monthly payment from Defendants.

d. The Employee agrees that the Release Payment is sufficient consideration for a release of all claims relating to Employee's relationship with Employer.

4. Settlement of the PAGA Action. Upon Employee's counsel receiving Employer's signatures on the Agreement, Employee's counsel shall draft and file an Ex Parte Application for Approval of Settlement of the PAGA Action in San Diego County Superior Court, and Employer and its counsel shall cooperate and not oppose the Ex Parte Application.

5. Receipt of All Undisputed Wages Due. Employee acknowledges that he is not aware of the amount or existence of any undisputed wages (including regular wages, overtime, bonuses, incentive compensation, commissions, accrued but unused vacation pay or PTO, or premium pay for missed meal or rest periods) due and owing to Employee.

6. Mutual General Release of All Claims.

a. In exchange for the consideration described herein, Employee, on his own behalf and on behalf of his descendants, dependents, heirs, executors, legal representatives, administrators, agents, assigns, and successors (collectively, "**Releasors**"), hereby covenants not to sue and fully and unconditionally forever releases and discharges Employer and its past, present, or future predecessors, successors, assigns, affiliates, parent and subsidiary companies, other entities owned by the same owners, related entities, and joint ventures, and their respective past, present, or future officers, directors, employees, stockholders, representatives, managers, members, partners, agents, advisors (including any financial advisors, attorneys, and accountants), insurers, indemnitees, vendors, contractors, guests, and customers (individually, each a "**Releasee**," and collectively, the "**Releasees**") from and against any and all claims, causes of action, judgments, investigations, liens, demands, damages, obligations, suits, contracts, liabilities, losses, costs, and expenses, including, but not limited to, attorneys' fees and disbursements, or offsets of any nature whatsoever (collectively, "**Claims**") that Releasors now have, have had, or may hereafter have against the Releasees arising out of or relating to any aspect of the Parties' relationship, including, but not limited to, those claims arising out of or relating to (i) Employee's work performed for Employer (as a contractor and an employee), (ii) Employee's separation of employment, (iii) Employee's performance and reputation, (iv) harassment, discrimination, and retaliation/whistleblower, and (v) any Claims arising under the Fair Labor Standards Act, the California Labor Code, the California Business and Professions Code, California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Federal Rehabilitation Act, the Employee Retirement Income Security Act, the California Family Rights Act, the Family and Medical Leave Act, the Families First Coronavirus Response Act, and any other federal, state, or local law or ordinance governing employment.

b. In exchange for the consideration described herein, Employer and its Releasees fully and unconditionally forever release and discharge Employee and his Releasors from and against any and all claims that they now have, have had, or may hereafter have against Employee and his Releasors, as of the Effective Date of this Agreement, arising out of or relating to any aspect of the Parties' relationship.

c. Except for any rights created by this Agreement, this General Release is intended to be interpreted as broadly as possible and to apply to any and all claims available to the Parties in any forum and pursuant to any applicable laws, including, but not limited to, any claims for unpaid compensation or wages (as a contractor and an employee), unpaid penalties or premiums, liquidated damages, class or representative actions governing employment (to the fullest extent allowed by applicable law), constructive termination, negligent or intentional infliction of emotional distress, harassment, discrimination, retaliation, wrongful termination, negligence, breach of contract, breach of the covenant of good faith and fair dealing, promissory estoppel, fraud, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, unfair business practices, defamation, libel, slander, personal injury, assault, battery, invasion of privacy, false imprisonment, conversion, disability benefits, violation of any provision of federal or state law governing employment, and any claim for attorneys' fees or costs. All such claims are forever barred and by this Agreement. However, this release shall not apply to claims for workers' compensation benefits or unemployment insurance benefits or any other claims that Employee or Employer cannot, by statute, lawfully waive by this Agreement.

7. Waiver. It is the intention of the Parties in executing this Agreement that it shall be effective as a bar to each and every claim specified above. In the furtherance of this intention, the Parties expressly waive all rights and benefits conferred upon them by the provisions of California Civil Code section 1542 and expressly consent that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims, and causes of action, if any. California Civil Code section 1542 provides:

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 must have materially affected his or her settlement with the debtor or released party.

The Parties certify that they have read all of this Agreement, including the release provisions contained herein and the quoted section above, and that they fully understand all of the same. The Parties hereby expressly agree that this Agreement shall extend and apply to all unknown, unexpected, and unanticipated claims, as well as those that are now disclosed.

8. Mutual Non-Disparagement & Social Media Restrictions. Employee and Employer agree that they shall not knowingly or intentionally disparage the reputation of each other (including the Releasors and Releasees) to any person or entity whatsoever. This includes written statements, oral statements, or other conduct that could reasonably disparage their reputation (including, but not limited to, any third-party media outlet, Facebook, Twitter, LinkedIn, Instagram, Glassdoor, or other social media service or personal website). In the event that Employer is contacted for a reference from a prospective employer, Employer agrees that it will provide only the title of Employee's last position and his dates of employment.

9. Mutual Confidentiality & Non-Disclosure. Employee and Employer agree that they shall keep the following **strictly confidential**: (1) the terms of this settlement and this Agreement; (2) all matters relative to this Agreement (including, but not limited to, the existence of this Agreement); and (3) all communications relating to this Agreement (including, but not limited to, the fact and amounts of any payments in this Agreement). If asked any questions regarding the existence or terms of this Agreement, the Parties shall state that "the matter has been resolved" with nothing further. The Parties will not be in violation of Confidentiality if they are responding to a subpoena duly issued by a court or governmental agency. The Parties will not be in violation of Confidentiality if they are communicating within the attorney-client privilege, as required or compelled by legal process, or to their spouses, attorneys, accountants, or financial advisors, each of whom must be advised of the confidentiality obligation prior to disclosure.

10. No Admission of Liability. The Parties agree that this Agreement, and the performance of the acts required by it, does not constitute an admission of liability or wrongdoing on the part of anyone and will not be used for any purpose as an admission of liability or wrongdoing.

11. Entire Agreement. The Parties agree that this Agreement contains the entire agreement between them, or any other Releasee, or any present or former agent or employees thereof, with respect to the matters addressed in this Agreement. It supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter of this Agreement. It is agreed that there are no collateral agreements or representations regarding the subject matter of this Agreement that are not contained in this Agreement.

12. Modification. No changes in, additions to, or modifications of this Agreement shall be valid unless set forth in writing and executed by all Parties hereto.

13. No Representations. Neither Party has made, nor relied upon, any oral or written representations not contained in this Agreement and its incorporated documents.

14. Own Attorneys' Fees and Costs. The Parties agree that they shall bear their own respective costs and fees, including attorneys' fees, in connection with the negotiation and execution of this Agreement.

15. Knowing and Voluntary. Both Parties acknowledge that they have had the opportunity to consult with legal counsel prior to entering into this Agreement. Both Parties further represent that they are entering into this Agreement freely and voluntarily and not relying on the representations of any other party

or of the counsel of any other party except the representations and warranties expressly set forth in this Agreement.

16. Severability. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.

17. Governing Law; Venue. This Agreement is made in California and shall in all respects be interpreted, enforced, and governed by California law without regard to the principles of conflicts of law. The Parties agree that any and all claims arising out of or related to this Agreement or the matters referred to herein shall be heard and decided pursuant to the following paragraph.

18. Enforcement; Future Attorneys' Fees and Costs. Pursuant to California Code of Civil Procedure §664.6, both parties agree that the Court may retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement. In the event of any breach of this Agreement, the prevailing Party or Parties is or are entitled to reasonable costs and attorney's fees incurred in enforcing this agreement.

19. Counterparts; Headings. This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. Photographic, scanned, digital signatures (e.g., DocuSign or HelloSign), or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. The headings in this Agreement are only for convenience and ease of reference and are not to be considered in construction or interpretation.

20. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective Parties and their heirs, executors, administrators, agents, representatives, successors, and assigns.

Dated: 7/8/22, 2022

Juan Carlos Tristan Vargas
Employee, Juan Carlos Tristan Vargas

Dated: _____, 2022

By: _____
Employer, Son A Han, individually and doing
business as Nozomi II Sushi & BBQ

Dated: _____, 2022

By: _____
Employer, Duk Moo Han, individually and
doing business as Nozomi II Sushi & BBQ

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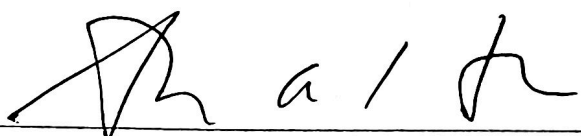
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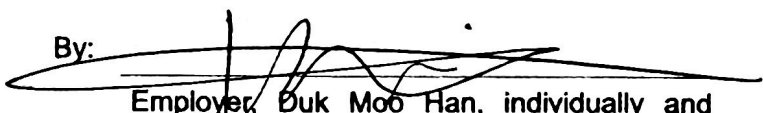
Employee, Juan Carlos Tristan Vargas

Dated: _____, 2022

By: 

Employer, Son A Han, individually and doing business as Nozomi II Sushi & BBQ

Dated: _____, 2022

By: 

Employer, Duk Moo Han, individually and doing business as Nozomi II Sushi & BBQ