

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into by Margarita Garcia (“Plaintiff”) and GMPM Hospitality, LLC (“Defendant”). Plaintiff and Defendant are referred to herein as the “Parties,” with reference to the following facts:

A. Plaintiff filed a representative action civil complaint in Riverside Superior Court on June 14, 2022 (Case No. CVBL2200087). The Complaint filed by Plaintiff alleges Penalties Pursuant to Labor Code § 2699(f) for Violations of Labor Code §§ 201-202, 226(a), 226.7, 510, 512, 1174, 1174.5, 1194, and 1198, and Pursuant to Labor Code § 2699(a) for Violations of Labor Code §§ 226.3 and 558.

B. Defendant denies all of Plaintiff’s allegations and denies that it has any legal or equitable responsibility for the damages, wages, or penalties alleged by Plaintiff.

C. Plaintiff represents and warrants that she is legally competent to execute this Agreement.

D. By signing this Agreement, Plaintiff affirms that she understands all terms of this Agreement and that she is entering into this Agreement knowingly and voluntarily.

E. Now, THEREFORE, in consideration of the covenants and conditions set forth below, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound hereto, agree as follows:

1. PAYMENT

In consideration for the execution of this Agreement, the general release set forth herein, the waiver of all claims, the release of any right to recover attorneys’ fees, and other representations by Plaintiff herein, GMPM Hospitality, LLC will pay the total sum of Ten Thousand Dollars (\$10,000) to Plaintiff Margarita Garcia. This amount shall be referred to as the Settlement Sum. The Settlement Sum shall be paid over the course of five months, at an installment rate of Two Thousand Dollars (\$2,000) per month. The total amount to be paid as wages is \$1,250 (Wage Payment) and the total amount to be paid as non-wage compensation, penalties, interest, attorneys fees and costs (Non-Wage Payment) is \$8,750.

GMPPM Hospitality, LLC shall cause ten checks to be issued as follows:

- (1) By no later than December 15, 2022, a check made payable to Margarita Garcia in the amount of Two Hundred Fifty Dollars (\$250), subject to all federal and state withholdings required by law;
- (2) By no later than December 15, 2022, a check made payable to “Gaines & Gaines, APLC Client Trust Account” (Tax ID No. 95-3059303) in the amount of One Thousand Seven Hundred Fifty Dollars (\$1,750), which will not include withholdings for any federal or state income taxes, FICA, or any other type of payroll deduction;
- (3) By no later than January 16, 2023, a check made payable to Margarita Garcia in the amount of Two Hundred Fifty Dollars (\$250), subject to all federal and state withholdings required by law;
- (4) By no later than January 16, 2023, a check made payable to “Gaines & Gaines, APLC Client Trust Account” (Tax ID No. 95-3059303) in the amount of One Thousand Seven Hundred Fifty Dollars (\$1,750), which will not include withholdings for any federal or state income taxes, FICA, or any other type of payroll deduction;
- (5) By no later than February 15, 2023, a check made payable to Margarita Garcia in the amount of Two Hundred Fifty Dollars (\$250), subject to all federal and state withholdings required by law;
- (6) By no later than February 15, 2023, a check made payable to “Gaines & Gaines, APLC Client Trust Account” (Tax ID No. 95-3059303) in the amount of One Thousand Seven Hundred Fifty Dollars (\$1,750), which will not include withholdings for any federal or state income taxes, FICA, or any other type of payroll deduction;
- (7) By no later than March 15, 2023, a check made payable to Margarita Garcia in the amount of Two Hundred Fifty Dollars (\$250), subject to all federal and state withholdings required by law;
- (8) By no later than March 15, 2023, a check made payable to “Gaines & Gaines, APLC Client Trust Account” (Tax ID No. 95-3059303) in the amount of One Thousand Seven

Hundred Fifty Dollars (\$1,750), which will not include withholdings for any federal or state income taxes, FICA, or any other type of payroll deduction;

(9) By no later than April 17, 2023, a check made payable to Margarita Garcia in the amount of Two Hundred Fifty Dollars (\$250), subject to all federal and state withholdings required by law; and

(10) By no later than April 17, 2023, a check made payable to “Gaines & Gaines, APLC Client Trust Account” (Tax ID No. 95-3059303) in the amount of One Thousand Seven Hundred Fifty Dollars (\$1,750), which will not include withholdings for any federal or state income taxes, FICA, or any other type of payroll deduction.

The Non-Wage Payment will be reported as income to the Internal Revenue Service and all applicable state or local taxing authorities by means of a Form 1099. Plaintiff agrees that the Non-Wage Payment compensates her for attorney’s fees, costs, interest, and penalties. The Wage Payment represents wages and is subject to garnishment and tax withholdings, as required by law.

GMPM Hospitality, LLC’s delivery of the installment payments above is conditioned upon its counsel’s prior receipt of: (1) a fully executed copy of this Agreement; (2) fully executed original IRS Forms W-9 and W-4 for Margarita Garcia; and (3) a fully-executed original IRS Form W-9 for Gaines & Gaines, APLC.

Plaintiff agrees that the Settlement Sum compensates her for all economic damages, personal injuries, emotional pain and suffering, wages, and any other damages or claims of any kind or nature allegedly caused by the purported conduct of Defendant and the Released Parties.

2. DISMISSAL

After this Agreement is fully executed, Plaintiff shall cause her attorneys of record to: (1) dismiss Plaintiff’s individual claims against GMPM Hospitality, LLC with Prejudice; (2) dismiss the PAGA claims against GMPM Hospitality, LLC without prejudice; and (3) provide proof of the dismissals to GMPM Hospitality, LLC’s counsel of record. Plaintiff agrees to take all steps necessary to effectuate the intent of the parties as set forth herein, including but not limited to filing a copy of the signed settlement agreement with the Labor and Workforce Development Agency

(“LWDA”), filing a long-form request for dismissal with the Court to dismiss the PAGA claims without prejudice as to GMPM Hospitality, LLC and dismiss Plaintiff’s individual claims with prejudice as to GMPM Hospitality, LLC, and filing a declaration in support of the request for dismissal of the PAGA claims without prejudice. This Agreement and GMPM Hospitality, LLC’s obligation to pay the Settlement Sum is contingent upon the claims against Defendant being dismissed as set forth herein.

The Parties agree that the dismissal of GMPM Hospitality, LLC will not cause the claims against Defendant Greens Operations, Inc. to be dismissed, and nothing in this Agreement affects any claims pending against Greens Operations, Inc., the litigation of which will continue.

3. RELEASE OF ALL CLAIMS

Plaintiff Margarita Garcia recognizes and agrees that Defendant, as part of this Agreement, does not admit any violation of law or any liability of any kind or nature to Plaintiff or to anyone else as a result of or arising out of Plaintiff’s employment with GMPM Hospitality, Inc. With the exception of Defendant’s obligations under this Agreement, and subject to Defendant’s full payment of the \$10,000 settlement sum, Plaintiff, for herself and for her heirs, family members, executors, administrators, successors, attorneys, agents, representatives, and assigns, hereby fully and forever releases and discharges GMPM Hospitality, LLC and its parent companies, subsidiaries, divisions, affiliates, partners, shareholders, members, employees, agents, directors, officers, attorneys, landlords, licensees, lessors, insurers, reinsurers, employee benefit plans and plan fiduciaries, representatives, predecessors, successors, assigns, transferees, heirs, executors, administrators, and related entities, and all other persons, firms, corporations, associations, partnerships, or entities having any legal relationship to each other (collectively “Released Parties”) of and from any and all claims, damages, losses, demands, causes of action, charges and grievances, of whatever kind or nature, fixed or contingent, whether known or unknown, suspected or unsuspected, which Plaintiff now owns or holds or has at any time before this date owned or held against any of the Released Parties, including but not limited to any and all claims: (1) which arose out of or are in any way connected with Plaintiff’s employment with Defendant GMPM

Hospitality, LLC or the Released Parties; (2) which are related to or concern any law, including, but not limited to: (i) discrimination, harassment, and retaliation under local, state, or federal law based on age, sex, race, color, national origin, religion, disability status, or any other category protected by any such law including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. § 12112, *et seq.*, and all other Federal and State Civil Rights Statutes; (ii) wrongful termination, breach of express and implied-in-fact contract, breach of the covenant of good faith and fair dealing, intentional and negligent infliction of emotional distress, defamation and self-compelled defamation, invasion of privacy, breach of employment contract, fraud or negligent misrepresentation, assault, battery, intentional interference with contractual relations and prospective economic advantage, violation of public policy, and other torts; and (iii) failure to pay wages, overtime, meals and rest breaks, penalties, interest, severance pay, commissions, bonuses, sick leave, holiday pay, and vacation pay, either individually or as part of a class action, collective action, and/or representative action; (3) which are related to or concern any violation of California *Business and Professions Code* Section 17200, *et seq.*, and/or the California *Labor Code*, including *Labor Code* section 1102.5; the California Fair Employment and Housing Act; the California Industrial Welfare Commission Wage Orders; and the California Private Attorney General Act; (4) which are related to or concern any violation of the CFRA or the FMLA or other leave statute, or; (5) which have been asserted by Plaintiff in her civil complaint pending in Riverside Superior Court; (6) which are related to allegations of sexual harassment, discrimination based on sex, retaliation, failure to prevent sexual harassment, failure to prevent retaliation, and wrongful termination, or; (7) which arose out of or are in any way connected with any transactions, occurrences, acts, omissions, loss, damage or injury whatsoever resulting from any act committed or omission made prior to the date of this Agreement (“Released Claims”).

It is Plaintiff’s intention that her execution of this Agreement will forever bar every claim, demand, cause of action, charge and grievance against Defendant existing at any time prior to and through the date of execution of this Agreement. Because this is Plaintiff’s intention, Plaintiff

expressly waives any and all rights and benefits conferred upon Plaintiff by the provisions of Section 1542 of the 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, would have materially affected his or her settlement with the debtor or released party.”

It is also understood and agreed by Plaintiff that this Release expressly includes settlement of Plaintiff's claims, if any, for employment termination and/or retaliation and/or willful misconduct, and therefore, expressly precludes her from filing any additional petitions for supplemental benefits under California *Labor Code* sections 132(a) and 4553. Plaintiff understands and agrees that she shall not file such a petition in any Workers' Compensation proceeding for alleged retaliation or serious and willful misconduct and she expressly agrees that she shall in any Compromise and Release entered into any Workers' Compensation proceeding, provide for the compromise and release of any and all claims against Defendants under California *Labor Code* sections 132(a) and 4553.

Plaintiff understands that the General Release does not release any claims that she cannot lawfully release, including any rights to indemnity under *Labor Code* section 2802. Plaintiff represents that she has not filed any action, claim, charge, or complaint other than what is referenced in the Recitals above against any Released Party, with any local, state, or federal agency or court.

Plaintiff is not waiving any right that cannot be waived by law. Plaintiff is not waiving the right to file a charge or participate in an administrative investigation or proceeding with the Equal Employment Opportunity Commission (“EEOC”) and similar state and local government agencies. Plaintiff will not accept individual monetary or equitable relief for herself as to these claims. Plaintiff has not and will not endeavor to obtain any judgments against Defendant.

The Parties agree and understand that Greens Operations, Inc is not a released party herein and that this Agreement has no effect on Plaintiff's claims asserted against it.

4. RELEASE OF FEDERAL AGE-RELATED CLAIMS

Plaintiff, for herself and for her heirs, family members, executors, attorneys, administrators, successors, and assigns, does hereby fully and forever release and discharge Defendant and the Released Parties, of and from any and all claims, demands, causes of action, charges and grievances, of whatever kind or nature, whether known or unknown, suspected or unsuspected, which Plaintiff now owns or holds or has at any time before this date owned or held against any of them, arising out of any claim(s) of age discrimination under federal law or state law, including the federal Age Discrimination in Employment Act (including the Older Workers Benefit Protection Act). This Release does not prohibit Plaintiff from filing any ADEA-related charges with any governmental administrative agency as long as Plaintiff does not personally seek damages, remedies, or other relief as to any claim that Plaintiff has released, any right to which Plaintiff hereby waives.

A. PERIOD FOR REVIEW AND CONSIDERATION OF AGREEMENT

Plaintiff confirms that she has been given twenty-one (21) days to review and consider this Agreement before signing it. Plaintiff understands that she may use as much or as little of this period as she wishes prior to signing the Agreement.

B. PLAINTIFF'S RIGHT TO REVOKE AGREEMENT

In order to comply with the Older Workers Benefits Protection Act (29 U.S.C. section 626(f)) and effectuate the release by Plaintiff of any potential claims under the Federal Age Discrimination in Employment Act, as described in this Paragraph, Plaintiff agrees as follows. Plaintiff specifically acknowledges that she is waiving and releasing any rights she may have under the Age Discrimination in Employment Act of 1967 ("ADEA") in exchange for the consideration paid. Plaintiff acknowledges that the consideration given for this waiver and release is in addition to anything of value to which she was already entitled. She has carefully reviewed this Agreement and understands the terms and conditions it contains. By entering into this Agreement, she is giving

up potentially valuable legal rights and she intends to be bound by all the terms and conditions set forth in this Agreement. She is entering into this Agreement freely, knowingly and voluntarily. Plaintiff has been advised to consult legal counsel, and has done so, before executing the Agreement. Plaintiff does not waive any rights or claims that may arise after the date this agreement is executed. If this Agreement is signed by Plaintiff and returned to defense counsel within the time specified in this paragraph, Plaintiff may revoke this Agreement within seven (7) calendar days after Plaintiff signs this agreement. Revocation must be made by delivering a written notice of revocation to Defendant's counsel, which must be received no later than the close of business on the seventh calendar day (or next business day thereafter, if the seventh calendar day is not a business day) after Plaintiff signs this Agreement.

Notice to Defendant for purposes of this Agreement shall be effective if and only if it is delivered within the revocation period set forth above by one or more of the following means: (a) personally; (b) by overnight courier; or (c) by registered mail to:

ATTN: David L. Martin, Esq.
 Martin Law Firm, PC
 19800 MacArthur Boulevard, Suite 680
 Irvine, CA 92612

5. MEDI-CAL, MEDICARE, AND SOCIAL SECURITY LIENS AND BENEFITS

Plaintiff acknowledges and agrees that it is her responsibility and not the responsibility of Defendant or the Released Parties to allocate the settlement proceeds herein provided and reimburse Medi-Cal for any payments made by Medi-Cal on behalf of Plaintiff that arises from Plaintiff's Claims as described herein.

Plaintiff specifically warrants and represents that any and all payments, liens, claims and subrogated interests of whatever nature or character asserted or potentially asserted by Medi-Cal and/or persons or entities acting on behalf of Medi-Cal (hereinafter "Medi-Cal Claims") arising from or related to the matters forming the basis of Plaintiff's Claims have been, or will be, resolved and satisfied prior to the receipt of any settlement funds.

Plaintiff agrees to indemnify and hold harmless Defendant, the Released Parties, and their respective attorneys from any and all Medi-Cal Claims that have been or may in the future be related to, arise out of, or are in connection with payments by Medi-Cal that relate to Plaintiff's claims as described herein. This indemnification obligation includes all damages and costs incurred by Defendant, the Released Parties, and their respective attorneys, including but not limited to attorney's fees, fines, penalties, multipliers, costs, interest, expenses, and judgments that relate to Plaintiff's claims as described herein. In agreeing to the Settlement Agreement and Release, Defendant is relying upon the representations and warranties of Plaintiff regarding Medi-Cal.

Plaintiff warrants and represents that she presently is not, nor has she ever been enrolled in the Medicare Program, including but not limited to Medicare Part A and Part B. Plaintiff and her counsel represent and warrant that any information provided to the Parties for confirmation of Plaintiff's Medicare status, including Plaintiff's name, gender, date of birth, and Social Security Number, is complete, accurate, and current as of the date of this Agreement. Plaintiff further represents and warrants that she has no claim for Social Security Disability benefits nor is she appealing or re-filing for Social Security Disability benefits.

Plaintiff agrees to indemnify and hold harmless the Defendant and the Released Parties from any claims of, or rights of recovery as a result of any future payment which may be made by Medicare or any other entity for or on behalf of Plaintiff for such future care. Plaintiff agrees to hold harmless the Defendant and the Released Parties for any loss of Medicare benefits or Social Security benefits Plaintiff may sustain as a result of this Agreement. In addition, Plaintiff agrees, as part of this Agreement, to release any right to bring any possible future action under the Medicare Secondary Payer Statute against the Defendant and the Released Parties.

Plaintiff has been apprised of her right to seek assistance from legal counsel or directly from the Social Security Administration or other government agencies regarding the impact this Release may have on Plaintiff's current or future entitlement to Social Security or other governmental benefits. Plaintiff acknowledges that acceptance of these settlement funds may

affect Plaintiff's right to other governmental benefits, insurance benefits, disability benefits, or pension benefits.

For purposes of this provision, the following definitions apply:

1. "Conditional Payments" shall have the meaning ascribed to it under the MSP Statute and implementing regulations.
2. "MMSEA" means the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173), which, in part, amended the Medicare Secondary Payer statute at 42 U.S.C. § 1395y(b)(7) and (8). This portion of MMSEA is referred to herein as "Section 111 of MMSEA".
3. "MSP Statute" means the Medicare Secondary Payer ("MSP") statute. 42 U.S.C. § 1395y(b).

Plaintiff represents and warrants that no Medicaid payments have been made to or on behalf of Plaintiff arising from or related to any Released Claims. Plaintiff's counsel, to the best of their knowledge, represent and warrant that no Medicaid payments have been made to or on behalf of Plaintiff and that no liens, claims, demands, subrogated interests, or causes of action of any nature or character exist or have been asserted arising from or related to any Released Claims. Plaintiff and her counsel further agree that Plaintiff, and not the Released Parties, shall be responsible for satisfying all such liens, claims, demands, subrogated interests, or causes of action that may exist or have been asserted or that may in the future exist or be asserted with respect to the Released Claims.

Plaintiff agrees to indemnify and hold harmless the Released Parties herein from any and all claims, demands, liens, subrogated interests, and causes of action of any nature or character that have been or may in the future be asserted by Medicare and/or persons or entities acting on behalf of Medicare, or any other person or entity, arising from or related to this Agreement, the payment of the Settlement Sum, any Conditional Payments made by Medicare, or any medical expenses or payments arising from or related to any claim released herein that is subject to this Agreement or the release set forth herein, including but not limited to: (a) all claims and demands

for reimbursement of Conditional Payments or for damages or double damages based upon any failure to reimburse Medicare for Conditional Payments; (b) all claims and demands for penalties based upon any failure to report, late reporting, or other noncompliance with or violation of Section 111 of MMSEA that is based in whole or in part upon late, inaccurate, or inadequate information provided to the Released Parties by Plaintiff or upon any failure of Plaintiff to provide information; and (c) all Medicaid liens. This indemnification obligation includes all damages, double damages, fines, penalties, attorneys' fees, costs, interest, expenses, and judgments incurred by or on behalf of the Released Parties in connection with such claims, demands, subrogated interests, or causes of action.

6. TAX LIABILITY

GMPPM Hospitality, LLC's payments to Plaintiff described above in paragraph 1 represent a compromise of Plaintiff's claims against the Released Parties. Plaintiff recognizes that Defendant is not withholding any federal or state income taxes, FICA or any other type of payroll deduction from the Non-Wage Payment and that no FICA contribution is being made by Plaintiff on such payments. Plaintiff agrees that any liability for state or federal income tax payments or penalties arising from said payments shall be Plaintiff's individual and sole responsibility. Plaintiff agrees to indemnify and to hold harmless the Released Parties from any and all actions, claims or demands brought by any tax or other authority based upon Plaintiff's tax obligations arising from the payment to be made pursuant to this Agreement, and agrees specifically to reimburse Defendant for any taxes, interest, and penalties that it pays and for the costs, legal fees, and any other expenses incurred by Defendant as a result of any such actions, claims, or demands which are reasonable and necessary.

Plaintiff understands and agrees that Defendant is neither providing tax nor legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement. Plaintiff further understands and agrees that the Released Parties will have no obligation to defend any action brought against Plaintiff by any taxing authority.

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7. **CONFIDENTIALITY**

a. Plaintiff Margarita Garcia hereby states, represents, warrants, and agrees that the terms and conditions of this Agreement and each and every document and communication regarding this Agreement, including, but not limited to, the fact of and the amount of the payment required herein, the existence of this Agreement, the subject matter, and the underlying facts and legal arguments of the Released Claims, are strictly confidential. Plaintiff agrees that she will not seek nor promote publicity nor cooperate in any efforts to promote or publicize any of the terms or conditions of this Agreement, including, but not limited to, the fact of and the amount of any of the payments required herein.

b. Plaintiff further agrees that, except as provided in this paragraph, she will not: (1) communicate, discuss, disclose, disseminate, or publish the amount of the payment made by Defendant; or (2) communicate, discuss, disclose, disseminate, or publish the fact that Plaintiff has received a payment in any amount from Defendant as a result of this Agreement. Upon inquiry, Plaintiff shall respond in substance by stating only that "this matter has been resolved." Plaintiff expressly agrees that she has received full and fair consideration for the promises made in this Agreement. Notwithstanding the foregoing, Plaintiff may communicate the terms of this Agreement if compelled by subpoena or as otherwise required by law or a court of competent jurisdiction. Plaintiff may also communicate the terms of this Agreement to her legal counsel, spouse, tax advisors and accountants, provided that she first advises them of the confidentiality provisions of this Agreement and secures their agreement not to communicate, discuss, disclose, disseminate, or publish the terms and conditions of this Agreement.

c. Nothing herein shall prevent Plaintiff from disclosing factual information relating to a claim of sexual assault, sexual harassment, workplace harassment or discrimination, failure to prevent workplace harassment or discrimination, or an act of retaliation against a person for reporting or opposing harassment or discrimination.

d. Plaintiff also agrees that she will not hereafter file, or cause to be filed, or otherwise voluntarily participate in the filing, investigation and/or prosecution of any other charges,

complaints, petitions or accusatory pleadings brought by any other person in any court or with any governmental agency in which Defendant or any other party released herein is named as a Defendant or responding party, and will not testify unless compelled by a subpoena or lawful court order.

e. If any action is brought to enforce any portion of the confidentiality requirements contained herein, the prevailing party shall be entitled to all reasonable attorneys' fees and costs incurred in such action.

f. Plaintiff acknowledges that she did not experience any sexual harassment during her employment with Defendant. Plaintiff also acknowledges that she did not make a complaint about sexual harassment during her employment with Defendant. Plaintiff further acknowledges that she has not alleged a cause of action for sexual harassment against Defendant at any point in time.

g. Notwithstanding the confidentiality provisions of this section, Plaintiff shall submit this Agreement and the dismissal paperwork to the Labor and Workforce Development Agency, as required by PAGA, and she shall disclose the existence of this Agreement to the Court as part of her dismissal paperwork. Should the Court require that Plaintiff submit this Agreement for its review, Plaintiff shall comply with such request.

8. NON-DISPARAGEMENT

Plaintiff further represents that she will not, either orally or in writing, make defamatory or otherwise injurious statements concerning Defendant (including Defendant's employees) or any of the other Released Parties. This provision is a material, essential and indispensable condition of this Agreement.

Notwithstanding the foregoing, Plaintiff retains existing legal rights under applicable law or regulations, and this non-disparagement provision does not extend to the following: including, but not limited to, Section 7 rights under the NRLA and the right to disclose unlawful acts in the workplace, including sexual harassment, in certain non-negotiated settlement agreements, and a valid court order, subpoena, or written request from an administrative agency or the legislature.

9. COLLECTIVE/CLASS ACTION WAIVER

In exchange for the consideration set forth herein, Plaintiff waives any right or ability to be a class or collective action representative as to the claims released herein against Defendant and the Released Parties. In addition, Plaintiff waives any right or ability to otherwise participate or receive any individual recovery in any Private Attorneys General Act (“PAGA”), putative or certified class, collective, or multi-party action or proceeding in which Defendant or any other Released Party identified in this agreement is a party.

Plaintiff agrees that any claims she may wish to bring in the future based on conduct arising after this Agreement is entered into by the parties must be brought on an individual basis within arbitration. Plaintiff agrees that she will not seek to represent the interests of any other person or entity in any forum. Plaintiff agrees that she shall bring any and all future claims, including any PAGA claims, on an individual basis only and shall bring such claims solely in arbitration. Plaintiff agrees that she is not permitted to assert any non-individual PAGA claims in any forum whatsoever. Plaintiff also agrees that if she brings any non-individual PAGA claims, such claims shall be promptly dismissed. Plaintiff hereby gives her consent to have such non-individual PAGA claims dismissed. Plaintiff agrees to sign the arbitration agreement attached hereto as Exhibit A concurrently with the signing of this Agreement.

Notwithstanding the foregoing, the Parties agree to a specific exception that the Court will retain jurisdiction to enforce this Settlement Agreement pursuant to Code of Civil Procedure section 664.6. and enter judgment consistent herewith.

10. REPRESENTATIONS BY PLAINTIFF AND HER COUNSEL

Plaintiff promises and agrees to (1) stop and/or refrain from pursuing any PAGA claims against the Released Parties; and (2) take all steps necessary to have her pending PAGA claims against the Released Parties dismissed without prejudice, and to have Plaintiff’s individual claims against the Released Parties dismissed with prejudice. Plaintiff covenants not to take any steps in the future to proceed with any PAGA claims or class claims against Defendant or the Released Parties for claims that arose prior to the time the parties entered into this Agreement.

Plaintiff and her counsel represent and agree that they have no current intention of asserting any other claims against Defendant or the Released Parties in any judicial or administrative forum, including but not limited to any PAGA or class claims.

Plaintiff and her counsel also represent and agree that they do not currently know of or represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendant or the Released Parties and have no current intention of seeking out any persons to pursue litigation or seek recovery against Defendant or the Released Parties.

Plaintiff and her counsel further represent and agree that they do not currently intend to replace Plaintiff with another PAGA representative in any PAGA proceedings against Defendant or the Released Parties.

11. ADDITIONAL ACKNOWLEDGMENTS AND AFFIRMATIONS

Plaintiff affirms that she has been granted any leave requested to which she was entitled under the Family and Medical Leave Act, related state or local leave laws, or disability accommodation laws. Plaintiff affirms that she has no known workplace injuries or occupational diseases.

Plaintiff affirms that she has not divulged any proprietary or confidential information of Defendant GMPM Hospitality, LLC and will continue to maintain the confidentiality of such information consistent with his contractual obligations and the Defendant's policies.

Plaintiff affirms that she has not been retaliated against for reporting any allegations of wrongdoing by Defendant or its officers or employees, including any allegations of corporate fraud.

Plaintiff acknowledges that she has not relied on any representations, promises, or agreements of any kind made to her in connection with her decision to accept this Agreement, except for those set forth in this Agreement.

12. CONTINUING COOPERATION

Plaintiff shall cooperate with and assist the Defendant (including making Plaintiff available at reasonable times and places to meet with the Defendant's counsel and be available for deposition

and/or trial testimony) so as to communicate truthfully to the Defendant in connection with any matters related to Plaintiff's employment by the Defendant or about which Plaintiff is knowledgeable. Cooperation also includes maintaining and not deleting any documents, records, email, or text messages related to any matter for which Plaintiff has been directed by the Defendant to retain records; Plaintiff understands that the Defendant is expressly relying on her representations and that this Agreement is conditioned on the fact that Plaintiff has not deleted such materials in the past and will not do so going forward.

13. ATTORNEYS' FEES AND COSTS

Nothing in this Agreement, nor the existence of this Agreement, shall be interpreted to render Plaintiff the prevailing party for any purpose, including, but not limited to, an award of attorneys' fees and costs. The Parties agree that each party shall bear its own attorneys' fees and costs.

14. WAGES AND COMPENSATION

Plaintiff warrants and affirms, under penalty of the laws of perjury, that with the execution of this Agreement, she has timely and properly reported all time that Plaintiff worked for Defendant and that she has received all wages and compensation due to her on account of her relationship with Defendant, including but not limited to all wages, salary, bonuses, commissions, vacation, overtime, business expense reimbursement, meal period premiums, rest period premiums, and any other payment due to Plaintiff because of her employment with the Defendant. Plaintiff agrees that she will not participate in any capacity in any class action, collective action, representative action, other lawsuit, or administrative action.

15. ON-THE-JOB INJURY

As of the date of her signature on this Agreement, Plaintiff certifies that she has not experienced a job-related illness or injury for which she has not already filed a claim.

16. SEVERABILITY

If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed

and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

17. ASSIGNMENT OF CLAIMS

Plaintiff hereby represents and warrants that she has not assigned or transferred or purported to assign or transfer to anyone or any entity any claims, assertions of claims, demands, actions, causes of action, or suits based upon, arising out of, pertaining to, concerning or connected with any other matters herein released. Plaintiff agrees to defend, indemnify and hold harmless Defendant against any claim, demand, damage, debt, liability, account, action, cause of action, attorneys' fees actually paid or incurred, cost, or expense arising out of or in connection with any such transfer, assignment or purported or claimed transfer or assignment.

18. INTEGRATION CLAUSE

This Agreement constitutes and contains the entire agreement and understanding between the Parties and supersedes and replaces all prior negotiations and agreements proposed or otherwise, whether written or oral, concerning the subject matter of this Agreement. This is an integrated document.

19. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the respective Parties hereto, their respective legal successors, heirs, administrators, executors, assigns and each of them.

20. CAPTIONS

The captions utilized herein have been inserted solely for identification and reference purposes only and shall not be used in the construction or interpretation of this Agreement.

21. NON-ADMISSION OF LIABILITY

Plaintiff acknowledges that the consideration detailed herein does not constitute an admission of liability, express or implied, on the part of Defendant with respect to any fact, matter or event alleged in the Complaint or in any underlying events or incidents. Plaintiff acknowledges

that Defendant is providing her with the above-recited consideration solely for the purpose of resolving any and all controversies and disputes, known and unknown, between Plaintiff and Defendant.

22. JOINT DRAFTING

Plaintiff and Defendant agree and understand that this Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

23. ENFORCEMENT OF AGREEMENT; RETENTION OF JURISDICTION TO ENFORCE AGREEMENT

In the event any legal action or other proceeding is brought to enforce or interpret any term of this Agreement, or because of an alleged breach, default, dispute, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and all reasonable litigation related costs and expenses incurred in that action or other proceeding, regardless of whether applicable law authorizes, is silent about, or prohibits them (including costs taxable as court costs by applicable rule or statute, and all other litigation costs reasonably incurred and reasonable in amount, including but not limited to deposition transcript copies, expert witness fees, photocopying, lodging, mileage, meals, legal research fees, investigative fees and expenses, and discovery management and storage fees), in addition to any other relief to which she, or it may be entitled. The Parties agree that this Agreement shall be deemed admissible as evidence only in an action for breach of this Agreement. The Parties agree that the Agreement is not admissible as evidence in any other action for any purpose whatsoever.

24. FACSIMILIE/ELECTRONICALLY TRANSMITTED SIGNATURES

A signed facsimile/electronically transmitted version of this Agreement by either party shall have the same force and effect as a signed original of this Agreement. This Agreement may be signed in separate counterparts, which together shall constitute one instrument.

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25. WAIVER

No term or condition of this Agreement may be waived except in a writing signed by the party to be bound thereby.

26. ADMISSIBILITY OF AGREEMENT

The Court shall retain jurisdiction, pursuant to *Code of Civil Procedure* section 664.6 and as otherwise allowed by law, to enforce this Agreement and enter judgment consistent herewith. This Agreement is admissible and subject to disclosure for the purpose of enforcing this Agreement pursuant to California *Code of Civil Procedure* section 664.6, or any other procedure permitted by law.

27. MODIFICATION

This Agreement may not be amended, except in writing signed by the Parties hereto.

28. UNDERSTANDING OF AGREEMENT; ADVICE OF COUNSEL

Plaintiff acknowledges that she has been given a minimum period of twenty-one (21) days in which to consider the terms of this Agreement before signing it. Plaintiff represents that she has had the opportunity to seek the advice of counsel prior to signing this Agreement. Plaintiff acknowledges and confirms that she has entered into this Agreement voluntarily and of her own free will, without fraud, misrepresentation, duress, or coercion. Plaintiff acknowledges that she has carefully read and fully understands the meaning and intent of this Agreement and is competent to execute it.

Plaintiff knowingly and voluntarily, and after due consideration, enters into this Agreement intending to waive, settle, and release all claims she has or might have against Defendant and the Released Parties.

29. VOLUNTARY EXECUTION

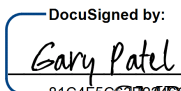
The Parties acknowledge that they have executed this Agreement knowingly, voluntarily, and without coercion. The Parties further acknowledge that they have been advised and provided the opportunity to seek the advice of independent legal counsel. Plaintiff signs this Agreement without reliance upon any representation by Defendant outside of the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Confidential Settlement Agreement and Release on the dates indicated below.

DATED: _____, 2022

Signature: _____
Margarita Garcia

DATED: 12/2/2022, 2022

Signature:  _____
81C4F50C63B240D1
Name of Representative: Gary Patel
Title: Managing Member

GMP Hospitality, LLC

Dated: _____

GAINES & GAINES, APLC

Daniel Gaines
Alex Katofsky
Attorneys for Plaintiffs

Dated: 12/2/2022

MARTIN LAW FIRM, PC

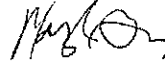
DocuSigned by:
David Martin

694E01A5EEF9B403...
David Martin
Kyra Waring
Attorneys for Defendants

IN WITNESS WHEREOF, the Parties hereto have executed this Confidential Settlement Agreement and Release on the dates indicated below.

DATED: 12 / 05 / 2022, 2022

Signature:



Margarita Garcia

DATED: _____, 2022

Signature:

GMPM Hospitality, LLC

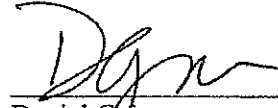
Name of

Representative:

Title:

Dated: 12/05/2022

GAINES & GAINES, APLC



Daniel Gaines
Alex Katofsky
Attorneys for Plaintiffs

Dated: _____

MARTIN LAW FIRM, PC

David Martin
Kyra Waring
Attorneys for Defendants

APPENDIX A

Mutual Agreement to Arbitrate Claims on an Individual Basis

I recognize that differences may arise between GMPM Hospitality, LLC (the “Company”) and me during or after my employment by the Company and that those differences may or may not be related to my employment. I understand and agree that by entering into this Mutual Agreement to Arbitrate Claims on an Individual Basis (the “Agreement”) both the Company and I anticipate gaining the benefit of the speedy, impartial dispute resolution procedure provided by arbitration. I understand that by entering into this Agreement both the Company and I are giving up the right to a jury trial and to a trial in a court of law. Any reference in this Agreement to the Company includes all its past and present partners, officers, directors, members, managers, owners, shareholders, employees, agents, and representatives; all subsidiaries, sister companies and affiliated entities; all benefit plans, the benefit plans’ sponsors, fiduciaries, and administrators; all affiliates, contract partners, clients, alleged joint-employers, secondary employers, and all successors and assigns of any of them. I understand and agree that my obligation to arbitrate covered claims applies not only to claims I have against the Company but also to claims that I have or may bring against any of these persons and entities.

1. Claims Covered by This Agreement. The Company and I agree to resolve, by arbitration and not in a court of law, all claims and controversies, except those excluded in paragraph 2 below, involving the Company and me, regardless of whether those claims or controversies arise out of my employment with the Company or the termination of my employment (“Claims”). Subject to the exclusions in paragraph 2, the Claims covered by this Agreement include, but are not limited to, claims relating to the payment of wages, bonuses, commissions or any other form of compensation; claims for breach of any contract, express or implied; tort claims; claims for discrimination or harassment, including but not limited to discrimination or harassment based on race, sex, religion, national origin, age, marital status, physical or mental disability, medical condition or sexual orientation; claims for benefits; claims for an alleged violation of any federal, state or other governmental law, statute, ordinance, Executive Order or regulation, including but not limited to the California Fair Employment and Housing Act, the California Labor Code, Title VII of the Civil Rights Act of 1964, as amended, the Fair Labor Standards Act, the Private Attorneys General Act, and the Age Discrimination in Employment Act; and claims by the Company for injunctive and/or other equitable relief for, among other claims, unfair competition, the use or unauthorized disclosure or misappropriation of trade secrets or client information, the disclosure of any other confidential information or the violation of any confidentiality agreement which may be in effect between me and the Company.

2. Claims Not Covered by This Agreement. This Agreement does not apply to or cover claims by me for workers’ compensation benefits or unemployment insurance benefits; claims based upon an employee pension or benefit plan, the terms of which may contain an arbitration or other dispute resolution procedure, in which case the provisions of such plan shall control; charges filed with any administrative or government agency (e.g., the National Labor Relations Board or the Equal Employment Opportunity Commission), provided, however, that the Agreement does apply to and cover claims that I could bring in a court of law based upon or following the filing of charges with such an administrative or government agency; claims of sexual

harassment and/or sexual assault; and any other claim that cannot be referred to arbitration as a matter of law.

3. Required Notice of Claim. If either the Company or I have a claim which we desire to bring, written notice of the claim must be given to the other party within the statute of limitations period that applies to that claim; otherwise, the claim shall be void and deemed waived. Written notice to the Company shall be sent by certified or registered mail, return receipt requested, to the attention of Gary Patel, 651 Green Acre Drive, Fullerton, CA 92835. Written notice to me shall be sent by certified or registered mail, return receipt requested, to the last address recorded in my personnel file. The written notice must identify and describe the nature of the claim asserted, the facts upon which the claim is based, the amount in controversy, and the remedy sought.

4. Waiver of Class, Collective, and Representative Actions. By entering into this Agreement, the Company and I waive the right to bring or join a class, collective, or representative action. The Company and I also waive the right to have our respective claims joined with those of any other person or entity. Any claims that the Company or I had in the past, currently have, or wish to bring in the future must be brought on an individual basis within arbitration as provided for herein. The Company and I agree that we will not seek to represent the interests of any other person or entity. In the event that a dispute arises as to the interpretation or enforceability of this paragraph, such dispute shall be resolved by a court of competent jurisdiction and not by arbitration. An arbitrator shall have no authority to adjudicate a dispute under this paragraph, regardless of whether the arbitration has already commenced.

5. PAGA Claims Shall Be Brought On an Individual Basis Only. By entering into this Agreement, I agree that I shall bring any and all PAGA claims on an individual basis only. I also agree that my individual PAGA claims shall be brought exclusively in arbitration. I agree that I am not permitted to assert any non-individual PAGA claims in any forum whatsoever. I also agree that if I bring any non-individual PAGA claims in any forum, such claims shall be promptly dismissed. I hereby give my consent to have such non-individual PAGA claims dismissed. Further, I waive the right to have my individual PAGA claims joined with those of any other person.

6. Application to Past, Present, and Future Claims. The Company and I agree that this Agreement applies to any and all past, present, and future claims. Additionally, the Company and I agree that this Agreement applies to any and all aspects of my employment with the Company, including pre-hire through post-termination. The Company and I expressly agree that this Agreement applies to claims existing before it was executed.

7. Arbitration Procedures. The Company and I agree that any arbitration shall be conducted in accordance with the JAMS Employment Arbitration Rules & Procedures (“Rules”) before a neutral arbitrator listed on the roster of JAMS. The Rules are available on JAMS’s website at <https://www.jamsadr.com/rules-employment-arbitration>, or you may obtain a copy of the rules from the Company. The arbitration hearing shall take place in or near the city in which I am or was last employed by the Company. The Arbitrator shall apply the substantive law of the state in which the claim arose, or federal law, or both, as applicable to the individual claim(s) asserted. The Arbitrator shall have the authority to award the same remedies and relief that would be

available for those claims in a court of law, and the Arbitrator's remedial authority shall be commensurate with that which is available under the statutory or common law theory asserted.

The Parties shall be entitled to conduct discovery that is adequate for a claimant to vindicate the claims brought and for a respondent to defend against such claims, including access to essential documents and witnesses. The Arbitrator selected according to this Agreement shall decide all discovery disputes. The Arbitrator shall issue a reasoned written decision for any award rendered. The Arbitrator's decision and award shall be final and binding upon the parties, with the sole exception that the parties may petition a court to confirm, correct, or vacate the award as provided by the California Code of Civil Procedure and solely upon the grounds specified therein. The Arbitrator shall have the authority to entertain a motion to dismiss, a motion for summary adjudication, and a motion for summary judgment by any party. Either the Company or I may arrange for a court reporter to provide a stenographic record of the proceedings before the Arbitrator. Either the Company or I, upon request at the close of the hearing, shall be permitted to file a post-hearing brief. The time for the filing of any such brief shall be set by the Arbitrator. Either the Company or I may bring an action in any court of competent jurisdiction to compel arbitration under and in compliance with this Agreement and to enforce an arbitration award.

8. Arbitration Fees and Costs. The Company shall pay all fees and costs unique to arbitration, including the fees and costs of the Arbitrator. The fee that I may be required to pay to access the arbitration forum shall be no greater than the filing fee that I would need to pay to bring the claim(s) in a court of competent jurisdiction. Both the Company and I will pay our own costs and attorneys' fees, unless otherwise required by law.

9. Interstate Commerce. I understand and agree that the Company is engaged in transactions involving interstate commerce and that my employment involves interstate commerce. This Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §1, et seq.

10. Sole and Entire Agreement. This is the complete agreement between the Company and me concerning the subject of the arbitration of disputes (except for any arbitration agreement in connection with any pension or benefit plan). This Agreement supersedes any prior or contemporaneous oral or written understanding on the subject. I am not relying on any representations by the Company, oral or written, on the subject of, the effect, enforceability, or meaning of this Agreement, except as specifically set forth in this Agreement.

11. Construction and Severability. If a court of competent jurisdiction determines any provision of this Agreement or portion thereof is void or otherwise unenforceable, in whole or in part, such determination shall not affect the validity of the remainder of this Agreement, and the void or unenforceable provision(s) or portion thereof shall be severed from the Agreement.

12. Consideration. The promises by the Company and by me to arbitrate claims, rather than to litigate them, provide consideration for each other.

13. Survival of Provisions. This Agreement shall survive the termination of my employment with or other relationship with the Company and shall apply to any Claims whether they arise or are made during or after my employment with the Company.

14. Neutral Interpretation. As the parties to this Agreement have had an opportunity to be represented by counsel, this Agreement shall be interpreted and applied according to a fair reading of its language and not for or against either party.

15. Voluntary Agreement. I acknowledge that I am freely and voluntarily signing this Agreement. I understand that I am not required to sign this agreement in order to commence employment, maintain employment, or receive any employment-related benefits. I also understand that I will not be retaliated against in the event that I choose not to sign this Agreement. By executing this Agreement, I acknowledge that I have been given the opportunity to fully review and understand the terms of this Agreement.

16. Not an Employment Agreement. This Agreement shall not be construed to change my at-will employment by the Company. It does not create a contract of employment between us.

17. Acknowledgment. The Company and I acknowledge that we have both carefully read this Agreement, that all understandings between the Company and me relating to the subject matter of arbitration are contained in it, that our respective signatures on this Agreement mean that both the Company and I are giving up our rights to a jury trial and to a trial in a court of law. The Company and I further acknowledge that we have had an opportunity to discuss this Agreement with attorneys of our choice prior to signing it.

So Agreed:

Employee (Print Name)

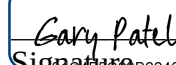
Signature

Date

Gary Patel

GMPM Hospitality, LLC

Title: Managing Member

DocuSigned by:


Signature
12/2/2022

Date

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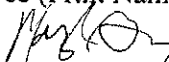
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So Agreed:

Margarita Garcia

Employee (Print Name)



Signature

12 / 05 / 2022

Date

GMPM Hospitality, LLC

Title: _____

Signature

Date