SETTLEMENT AGREEMENT
AND
GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is made and entered into as of August 27, 2026, by and between Laura Acuna, an individual (hereinafter "ACUNA"), and SSS Hospitality Investments Inc., a California Corporation d/b/a Eddie's Bakery Cafe (hereinafter "SSS HOSPITALITY INVESTMENTS"). They are collectively referred to hereafter as "the Parties."

RECITALS

A. WHEREAS, ACUNA was employed by SSS HOSPITALITY INVESTMENTS on an at-will basis;

B. WHEREAS, ACUNA alleges that ACUNA was subject to failure to pay overtime and double time, failure to provide rest periods and meal periods, failure to pay premium wages for missed rest periods and meal periods, failure to provide accurate itemized wage statements, and failure to pay final wages during ACUNA's employment with SSS HOSPITALITY INVESTMENTS;

C. WHEREAS, ACUNA filed a Class and Representative Action Complaint against SSS HOSPITALITY INVESTMENTS on behalf of herself and all others similarly situated with the Superior Court of the State of California for the County of Fresno, Case No. 26CU02028 (the "Complaint") alleging the following causes of action: 1. Failure to Pay All Wages Due (Labor Code §§ 510 and 1194); 2. Failure to Provide Meal Periods or Compensation In Lieu Thereof (Labor Code §§ 226.7 and 512; IWC Wage Order 4-2001); 3. Failure to Provide Rest Periods or Compensation In Lieu Thereof (Labor Code § 226.7; IWC Wage Order 4-2001); 4. Failure to Comply with Itemized Employee Wage Statement Provisions (Labor Code § 226(A), (E), (H)); 5. Failure to Timely Pay Wages Due at Separation of Employment (Labor Code §§ 201-203 and 227.3); 6. Violation of Business and Professions Code § 17200 et seq.; and 7. Penalties Pursuant to Labor Code § 2699(F) for Violations of Labor Code §§ 201, 202, 226(A), 226.7, 510, 512, and 1194 and Pursuant to Labor Code § 2699(A) for Violations of Labor Code §§ 226.3 and 558 (the "Complaint"); and

D. WHEREAS, the Parties hereto desire to settle, without any admission of liability, each and every dispute they may have concerning the claims alleged by ACUNA and any other claim, known or unknown, that in any way arises out of or relates to ACUNA's employment with SSS HOSPITALITY INVESTMENTS.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement agree as follows:

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1. **Consideration**.

[redacted]

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2. **General Release of All Claims.** Except for the obligations created by this Agreement, ACUNA, ACUNA's agents, spouse, assigns, successors, heirs, and attorneys, do hereby release and absolutely and forever discharge SSS HOSPITALITY INVESTMENTS, and each of its former, current and future agents, assigns, employees, owners, affiliates, shareholders, officers, predecessors, successors, holding companies, representatives, subsidiaries, insurers, and attorneys ("Releasees") from any and all options, claims, causes of action, demands, damages, debts, liabilities, accounts, reckonings, obligations, losses, costs, expenses, liens, actions, and claims of any sort, whether sounding in law or in equity. The general release includes, but is not limited to, any and all claims, demands, causes of action, obligations and liabilities, whether or not presently known or unknown, fixed or contingent, that in any way relate to or arise from ACUNA's employment with SSS HOSPITALITY INVESTMENTS, including, without limitation, any claims related to or arising out of ACUNA's employment relationship with SSS HOSPITALITY INVESTMENTS or the termination of that employment, including, without limitation, any claims for unpaid salary, unpaid wages, unpaid overtime, unpaid compensation for non-compliant meal, rest or recovery periods, unpaid "on-call" compensation, severance, accrued vacation, personal leave, paid sick leave, short term or long term disability benefits, payment pursuant to any practice, policy or handbook, bonuses, commissions, any other type of compensation other than as contemplated by the terms of this Agreement, and pay stub or wage statement violations, and including, but not limited to, claims, demands or causes of action under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Unruh Civil Rights Act, the Age Discrimination in Employment Act (ADEA) of 1967, as amended, the Older Workers Benefit Protection Act, the Americans with Disabilities Act, the Americans with Disabilities Act Amendments Act, the Pregnant Workers Fairness Act, the Family and Medical Leave Act and related regulations, the California Family Rights Act and related regulations, the

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Genetic Information Nondiscrimination Act, the National Labor Relations Act, the Labor Management Relations Act, the federal Worker Adjustment and Retraining Notification Act, the California Worker Adjustment and Retraining Notification Act, the California Consumer Privacy Act, the California Privacy Rights Act, the California Workplace Know Your Rights Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Immigration Reform and Control Act, the Fair Labor Standards Act, the Equal Pay Act, the Occupational Safety and Health Act, the Employee Polygraph Protection Act, the employee (whistleblower) civil protection provisions of the Corporate and Criminal Fraud Accountability Act (Sarbanes-Oxley Act), the Employee Retirement Income Security Act (except for any vested benefits under any tax qualified benefit plan), the California Fair Employment and Housing Act, the Healthy Workplaces, Healthy Families Act of 2014 and all amendments, the Families First Coronavirus Response Act, the Coronavirus Aid, Relief, and Economic Security Act, the California COVID-19 Supplemental Paid Sick Leave laws, Sections 1981 through 1988 of Title 42 of the United States Code, and any claims within any division of the California Department of Industrial Relations or Employment Development Department, as well as public policy, tort or common law claims for wrongful discharge or termination, constructive discharge, retaliatory discharge, breach of contract (employment or otherwise), conspiracy, fraud, breach of fiduciary duty, negligent misrepresentation, intentional or negligent infliction of emotional distress, defamation, libel, slander, conversion, invasion of privacy rights, tortious interference with contract, tortious interference with business relations, disparagement of business reputation and any other claim, demand or cause of action arising under any provision of the California Constitution, the California Labor Code, the California Civil Code, the California Business & Professions Code, the California Government Code, the California Administrative Code, any other federal, state or local law, rule, regulation or ordinance, except as any such waiver or release is prohibited by law, case law, or statute, as well as any basis for recovering costs, fees, or other expenses, including attorneys' fees, incurred in these matters, and causes of action of every kind and nature whatsoever (hereafter collectively "Claims"), whether now known or unknown, suspected or unsuspected, which ACUNA now has, owns or holds or at any time heretofore ever had, owned or held or could, shall or may hereafter have, own or hold based upon or arising out of any matter, cause, fact, thing, act or omission whatsoever occurring or existing at any time through and including the execution and delivery of this Agreement. ACUNA waives ACUNA's right to file any charge, complaint or other action against SSS HOSPITALITY INVESTMENTS with respect to the foregoing except as such waiver may be prohibited by statutory language or law.

3. **Release of Unknown Claims.** Except for the obligations created by this Agreement or expressly exempted herein, it is the intention of ACUNA in executing this Agreement, and in doing the acts herein set forth, and in accepting the consideration referred to herein, that the instrument shall be effective as a full and final accord and satisfaction and release of each and every matter described or contemplated herein. In furtherance thereof, ACUNA acknowledges that ACUNA is familiar with **Section 1542 of the Civil Code of the State of California** which provides 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*

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

ACUNA waives and relinquishes any rights and benefits ACUNA has or may have pursuant to or under Section 1542 of the Civil Code. ACUNA acknowledges that ACUNA is aware that ACUNA may hereafter discover facts in addition to or different from those which ACUNA now knows or believes to be true with respect to the subject matter of this Agreement, but it is ACUNA's intention to finally and forever settle and release any and all matters, disputes and differences, known or unknown, suspected or unsuspected, which do now exist, may exist or heretofore have existed, and in furtherance thereof, the release herein given shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional or different facts by ACUNA.

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

5. Age Discrimination Claim Waiver. ACUNA understands and agrees that ACUNA:

a. Has had up to twenty-one (21) days within which to consider this Agreement before executing it. ACUNA agrees that if ACUNA elects to sign the Agreement in less than twenty-one (21) days, ACUNA may do so voluntarily and without pressure or coercion from SSS HOSPITALITY INVESTMENTS.

b. Has carefully read and fully understands all of the provisions of this Agreement.

c. Is, through this Agreement, releasing SSS HOSPITALITY INVESTMENTS and/or Releasees from any and all rights or claims ACUNA may have against SSS HOSPITALITY INVESTMENTS and/or Releasees under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, et seq.).

d. Knowingly and voluntarily intends to be legally bound by the same.

e. Was advised and hereby is advised in writing to consider the terms of this Agreement and to consult with an attorney of ACUNA's choosing prior to executing this Agreement.

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f. Has seven (7) days following the execution of this Agreement to revoke this Agreement as related to ACUNA's age discrimination claims under federal law and has been and hereby is advised in writing that this Agreement as related to ACUNA's age discrimination claims under federal law shall not become effective or enforceable until the revocation period has expired and ACUNA has provided to Defendant's attorneys the tax forms set forth above, referred to herein as the "Effective Date."

i. Any revocation of ACUNA's age discrimination claims under federal law within this period must be submitted in writing to Susan K. Hatmaker and state, "I hereby revoke my acceptance of our Settlement Agreement and General Release."

(1) ACUNA understands that any revocation, to be effective, must be in writing and either (a) postmarked and mailed by certified mail return receipt requested within seven (7) days of execution of this Agreement and addressed to Susan K. Hatmaker or (b) hand-delivered within seven (7) days of execution of this Agreement to Susan K. Hatmaker. For purposes of this paragraph, Susan K. Hatmaker's address is:

Hatmaker Law Group
Attn: Susan K. Hatmaker
7522 N. Colonial Avenue, Suite 105
Fresno, California 93711

(2) ACUNA understands that if revocation is made by mail, the revocation must be mailed via overnight mail;

(3) ACUNA understands that no payments of Settlement Amount under this Agreement will be made until following the expiration of the seven-day revocation period; and

(4) ACUNA understands that this Agreement, including all releases and other provisions contained herein, is valid and effective as of the Effective Date of the Agreement.

g. Understands and agrees that if ACUNA revokes this Agreement as related to ACUNA's age discrimination claims under federal law, ACUNA will not be entitled to receive [redacted] of the Settlement Amount, which is the portion of the Settlement Amount allocated to waiver of age discrimination claims.

h. Understands that rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, et seq.) that may arise after the date this Agreement is executed are not waived.

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i. ACUNA understands that this paragraph relates to SSS HOSPITALITY INVESTMENTS and SSS HOSPITALITY INVESTMENTS' officers, board of directors, agents, supervisors, employees, attorneys, or representatives, and related or affiliated companies or entities.

6. Waiver of Legal Action Arising From Agreement. ACUNA agrees never to commence, prosecute, or cause, permit, advise, or assist to be commenced or prosecuted, any action or proceeding against SSS HOSPITALITY INVESTMENTS, including but not limited to any action or proceeding based upon any claims, demands, causes of action, obligations, damages or liabilities which are released pursuant to this Agreement, except as prohibited by law. ACUNA warrants that ACUNA does not have any pending claims, suits or charges against SSS HOSPITALITY INVESTMENTS other than the Complaint.

7. Not an Aggrieved Employee Under PAGA. ACUNA agrees and covenants that ACUNA is not an aggrieved employee under the Private Attorneys General Act of 2004 (PAGA) and that ACUNA has received from SSS HOSPITALITY INVESTMENTS, unconditionally, all compensation due and owing to ACUNA as of the date of this Agreement and that ACUNA has been made whole as the amounts paid by SSS HOSPITALITY INVESTMENTS to ACUNA are sufficient to cover any alleged unpaid wages that the Labor and Workforce Development Agency (LWDA) or the Superior Court of California determine could reasonably be owed to ACUNA. ACUNA further acknowledges and attests that, during ACUNA's employment with SSS HOSPITALITY INVESTMENTS, ACUNA did not have a violation committed against ACUNA by SSS HOSPITALITY INVESTMENTS of any provision of the Labor Code that provides for a civil penalty to be assessed and collected. As ACUNA is not an aggrieved employee, ACUNA acknowledges and agrees that ACUNA is barred from bringing a PAGA claim against SSS HOSPITALITY INVESTMENTS and, therefore, ACUNA agrees that ACUNA will not file a claim notice with the LWDA and will not file a lawsuit against SSS HOSPITALITY INVESTMENTS to recover civil penalties under PAGA and will not act as a representative for a PAGA claim.

8. Confidentiality. ACUNA agrees and covenants that ACUNA shall not, in any manner whatsoever, disclose, directly or indirectly, any information concerning the monetary terms and conditions of this Agreement, or the monetary proposals made during the negotiations that resulted in this Agreement to anyone unless compelled by a process of law or by other necessity, such as tax reporting or loan applications, provided ACUNA advises any such person to whom disclosure is made as a matter of necessity that the matter(s) disclosed are to be held in the strictest confidence and may not be disclosed to or discussed with any other person, unless compelled by process of law or other necessity. ACUNA may disclose the terms or conditions of this agreement to ACUNA's current or former attorneys, who shall be advised by ACUNA that the matter(s) disclosed are to be held in strictest confidence and may not be disclosed to or discussed with any other person, unless compelled by process of law. ACUNA may state that "the matter has been resolved" or words to that effect without violating this provision.

Should ACUNA or any person to whom ACUNA has disclosed such matters relating to this Agreement breach this confidentiality provision, ACUNA will be subject to liquidated damages

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in the amount of [redacted] for each violation. The Parties agree and acknowledge that such disclosure would not only result in damage to SSS HOSPITALITY INVESTMENTS but that it would be extremely difficult, if not impossible, to determine the precise amount of such damage. The provisions of this paragraph are effective as of the Effective Date of this Agreement.

To the extent ACUNA has discussed any monetary aspect or term of this Agreement with any person prior to the Effective Date of this Agreement, ACUNA must inform them no later than within twenty-four (24) hours of the Effective Date that anything ACUNA has previously discussed with them concerning the monetary terms of this Agreement or the monetary negotiations that resulted in this Agreement must be held in strictest confidence and may not be discussed with anyone for any purpose, except as may be required by law.

Failure to admonish those with whom ACUNA may have discussed this Agreement will subject ACUNA to the liquidated damage provision herein.

9. No Admission of Liability. ACUNA understands and agrees that (a) ACUNA has entered into this Agreement for the purpose of purchasing peace and to prevent further involvement with the matter, and (b) neither the transfer of any consideration, the doing of any of the acts referred to in this Agreement, nor anything else contained in this Agreement shall be taken or construed to be an admission on the part of any of the Parties of any claims, liabilities, obligations, damages, losses or expenses asserted in the matter. It is understood that this Settlement Agreement and General Release does not constitute or arise out of any admission of liability or wrongdoing of any party but is a compromise of disputed facts, issues and claims.

10. Neutral Reference. SSS HOSPITALITY INVESTMENTS agrees to respond to all inquiries from prospective employers of ACUNA with a neutral reference consisting of: (1) ACUNA's dates of employment; and (2) ACUNA's job title.

11. Waiver of Fees and Costs. Each party shall bear their own attorneys' fees, costs and expenses relating to the matter. ACUNA agrees ACUNA is not entitled to fees and costs.

12. Warranty of Authority. ACUNA represents and warrants that ACUNA has the full right, power, legal capacity and authority to enter into and perform ACUNA's obligations under this Agreement and that no approvals or consents of any persons are necessary in connection with it.

13. No Assignment of Claims. ACUNA represents and warrants that there has not been an assignment or transfer, or purported assignment or transfer, voluntarily, involuntarily, or by operation of law, of any claim or matter released pursuant to this Agreement. ACUNA agrees to indemnify, defend and hold harmless any other party hereto from any claims which may be asserted against such party, based on, arising out of, or in connection with any such assignment, transfer or conveyance, or purported assignment, transfer or conveyance.

14. Agreement is Binding and Final. The Parties agree that this Agreement shall not be subject to rescission or modification based on any mistake of fact or law in that there is

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absolutely no agreement or reservation that is not clearly expressed herein. The Parties further represent and warrant that, except as set forth in this Agreement, they have not relied upon or been induced by any representation, statement or disclosure of any other party but have relied upon their own knowledge and judgment and upon the advice and representation of counsel of their own selection in entering into this Agreement, that they have read and fully understand the terms of this Agreement and are fully advised as to the legal effects thereof.

15. Governing Law. This Agreement shall be governed by the laws of the State of California. ACUNA agrees that any breach of this Agreement will be deemed to occur in the County of Fresno, California.

16. Arbitration. Any controversy between the Parties to this Agreement involving the construction, or application of any of the terms, provisions, or conditions of this Agreement, shall be, on the written request of either party served on the other, submitted to final and binding arbitration, and the arbitration shall utilize the procedures of the California Code of Civil Procedure sections 1281, et. seq. The venue of any arbitration shall be Fresno, California.

17. Attorneys' Fees. If any additional or further arbitration(s) are necessary by any of the Parties for enforcement of this Agreement or declaration of any rights under the terms of this Agreement, the prevailing party in that arbitration shall be entitled to receive from the other party who opposes such action all costs incurred, including, but not limited to, reasonable attorneys' fees. Notwithstanding the foregoing, nothing in the section shall require ACUNA to pay SSS HOSPITALITY INVESTMENTS any damages, attorneys' fees or costs should ACUNA challenge the waiver of an ADEA claim or file an ADEA action, except as specifically authorized under the law.

18. Entire Agreement. This Agreement shall constitute the entire agreement between the Parties. It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by authorized representatives of the Parties. The undersigneds state that they have read this Agreement, understand the contents thereof, and sign the same as a free act and deed. By signing this Agreement, the undersigneds express their intention to nullify all previous understandings and agreements not contained in this Agreement. This Agreement supersedes all prior agreements and statements about the terms of the contract and contains the complete and exclusive statement of all of its terms.

19. Binding Upon Successors. This Agreement shall be binding upon and inure to the benefit of, the Parties hereto and their predecessors, successors, heirs, assigns, past, present or future executors, administrators, trustees, beneficiaries, affiliated and related entities, officers, directors, agents, employees and representatives.

20. California Labor Code Section 206.5. ACUNA acknowledges and agrees that California Labor Code section 206.5 is not in any way violated by the settlement of this matter. Said section provides in pertinent part as follows:

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An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.

21. California Labor Code Section 2804. ACUNA acknowledges and agrees that California Labor Code section 2804 is not in any way violated by the settlement of this matter. Said section provides in pertinent part as follows:

Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.

22. Severability. In the event that any of the terms of this Agreement are found to be unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

23. Modification. Any modification of this Agreement must be in writing and signed. No oral modifications shall be effective to vary or alter the terms of this Agreement.

24. Enforceable Obligations. When executed, this Agreement will be valid, binding and legally enforceable in accordance with its terms and California Code of Civil Procedure Section 664.6.

25. Execution in Counterparts. This Agreement may be executed in counterparts. Each such counterpart shall be deemed an original, but all such executed counterparts together shall constitute one and the same instrument. A facsimile, email, or electronic signature shall be deemed effective as if it were an original signature.

26. Authority to Execute. The individuals who execute this Agreement hereby expressly represent that they have the authority to execute this Agreement, and have the authority to bind the party on whose behalf they are signing.

27. Breach of Agreement. Any party to this Agreement may bring an action in arbitration for its breach. Unless otherwise ordered by the arbitrator, only the provisions of this Agreement alleged to have been breached shall be disclosed.

28. Construction. The normal rule of construction that any ambiguity or uncertainty in a writing shall be interpreted against the party drafting the writing shall not apply to any action on this Agreement. This Agreement is entered into in the State of California and shall be construed and interpreted in accordance with its laws.

29. Representations, Covenants and Warranties. ACUNA represents, warrants, and agrees as follows:

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29.1 ACUNA has received independent legal advice with respect to the advisability of reaching a settlement in this matter, the advisability of executing this Agreement, and the ramifications of the meaning of California Civil Code section 1542.

29.2 No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation to ACUNA regarding any fact relied upon in entering into this Agreement, and ACUNA has not relied upon any statement, representation or promise of any other party (or of any officer, agent, employee, representative, or attorney for the other party) in executing this Agreement or in making the settlement provided for herein, except as expressly stated in this Agreement.

29.3 ACUNA has entered into this Agreement freely and voluntarily and has made an investigation of the facts pertaining to the settlement, this Agreement and all of the matters relating thereto.

29.4 ACUNA has read this Agreement and understand the contents hereof.

30. THE SIGNATORIES HAVE CAREFULLY READ THIS ENTIRE AGREEMENT AND RELEASE. THE SIGNATORIES FULLY UNDERSTAND THE FINAL AND BINDING EFFECT OF THIS AGREEMENT. THE ONLY PROMISES OR REPRESENTATIONS MADE TO THE SIGNATORIES ABOUT THIS AGREEMENT, AND TO SIGN THIS AGREEMENT, ARE CONTAINED IN THIS AGREEMENT. THE SIGNATORIES ARE SIGNING THIS AGREEMENT VOLUNTARILY.

IN WITNESS WHEREOF, the undersigneds have executed this Agreement as of the dates set forth below.

Dated: 09 / 09 / 2026, 2026

By: _____
LAURA ACUNA

Dated: 09/23, 2026

SSS HOSPITALITY INVESTMENTS INC.,
A California Corporation d/b/a Eddie's Bakery Cafe

By: _____
Anup Singh
Its Authorized Agent

ACUNA LA

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