

INDIVIDUAL SETTLEMENT AGREEMENT

IT HEREBY IS AGREED by and between Mirna G. Cervantes (“Plaintiff”), on the one hand, and Little Bambino’s Pizza, Inc., on the other, that:

WHEREAS, Plaintiff has made certain allegations against Little Bambino’s Pizza, Inc. regarding her relationship at Little Bambino’s Pizza, Inc.,

WHEREAS, Little Bambino’s Pizza, Inc. believes that it has acted lawfully and properly in all respects, but wants to avoid the legal fees and expenses that necessarily will result from litigation with Plaintiff,

WHEREAS, Little Bambino’s Pizza, Inc. and Plaintiff wish to settle these matters on an individual basis that will avoid the need for further litigation,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, Plaintiff and Little Bambino’s Pizza, Inc. agree as follows:

1. **DEFINITIONS.** As used in this Settlement Agreement, the following terms shall have the meanings indicated:

A. “Plaintiff” means Mirna G. Cervantes.

B. “Little Bambino’s Pizza, Inc.” means Little Bambino’s Pizza, Inc., and any and all of their parents, subsidiaries, divisions, affiliates, related entities, predecessors successors, insurers, reinsurers, third-party administrators, assignees, representatives, transferees, partners, members, shareholders, landlords, licensees, lessors, franchisees, franchisors, and all present and former employees, attorneys, agents, officers, directors, successors, predecessors, individuals, and related firms.

C. “Agreement” means this written Settlement Agreement.

D. The word “claim(s)” refers to and includes all claims, allegations, demands, disputes, rights, suits, complaints, causes, proceedings, actions, rights of action, causes of action, rights of subrogation, rights of indemnity, rights to reimbursement, rights to payment, liens and remedies of every kind or nature whatsoever, whether the same are or any of the same is at law, equity or otherwise, and whether the same are or any of the same is known or unknown, foreseen or unforeseen, suspected or unsuspected, and whether or not concealed or hidden.

E. The word “obligation(s)” refers to and includes all obligations, duties, liabilities, agreements, promises, illnesses, injuries, damages, costs, penalties, interest, fees (including, without limitation, attorneys’ fees), losses, expenses (excluding business expenses reimbursable under Labor Code Section 2802) and debts of every kind or nature whatsoever, whether the same are or any of the same is known or unknown at the time of execution of this Agreement.

F. The phrase “arising out of” means directly or indirectly resulting from, connected with or in any manner related to, at present or in the future, the subject to which that phrase refers.

G. The word “Action” refers to the claims made by Plaintiff in Complaint filed in Riverside County Superior Court, Case Number: CVRI2303066 filed on June 14, 2023, alleging a single cause pursuant to the Private Attorneys General Act (“PAGA”).

H. The phrase “third person(s)” refers to and includes all persons, firms, corporations, associations, partnerships and entities of every identity or kind whatsoever, other than Plaintiff and Little Bambino’s Pizza, Inc.

I. The word “Parties” shall mean Plaintiff and Little Bambino’s Pizza, Inc.

Subject to and with reference to the definitions set forth above, Plaintiff and Little Bambino’s Pizza, Inc. each executes this Agreement in favor of and for the benefit of the other.

2. SETTLEMENT PAYMENT.

A. Within (30) calendar days after execution of this agreement, Plaintiff will request approval from the Court for dismissal of the Action, without prejudice, after all settlement payments have been made, and with prejudice as to Plaintiff’s individual claims.

B. Company will agrees to pay Twenty Thousand Hundred Dollars (\$20,000) to resolve this matter, made payable to “Law Office of Scott Ernest Wheeler Client Trust Account”, payable in installments, hereinafter referred to as “Settlement Payments.”

(i) Company agrees to pay the first payment in the amount of Ten Thousand Dollars (\$10,000) which shall be maintained by attorney for the Company, until the Court approves dismissal of the Action, which shall then be forward to counsel for Plaintiff via next day delivery by Federal Express or the equivalent. Thereafter, the Company shall pay the remaining balance of \$10,000, in equal installments of One Thousand Dollars (\$1,000), on a monthly basis, due by the fifteenth (15th) of each month, until paid in full.

(ii) Plaintiff acknowledges and agrees that this settlement payment is in full settlement of any and all claims asserted by Plaintiff or that could have been asserted by Plaintiff against Little Bambino’s Pizza, Inc. or any third person released by Plaintiff in her General Release in Paragraph 4, below, including, without limitation, any claim asserted in or that could have been asserted in the Action (including, without limitation, any claim for wages, interest or penalties), and any claim for costs or attorneys’ fees incurred by Plaintiff in connection with the Action or any of these matters or the settlement thereof. Plaintiff further acknowledges and agrees that, except for the settlement payments that she is receiving in connection with this Agreement, she is entitled to no further compensation, equity, payments or benefits from Little Bambino’s Pizza, Inc. as a result of the claims asserted in or that could have been asserted in the Action.

(iii) There will be no tax withholdings from the Settlement Payment to Plaintiff, and it will be reported on an IRS Form 1099 and issued to Plaintiff’s attorney. Plaintiff’s Counsel to provide a W-9.

3. TAXES. The allocation of the settlement payment specified in Paragraph 2, above, is made in accordance with Plaintiff's request. Plaintiff fully understands, acknowledges and agrees that, in the event that Plaintiff becomes liable for any personal income tax payments or payroll tax payments arising out of any portion of the settlement payment specified in Paragraph 2, above, or in the event Little Bambino's Pizza, Inc. becomes liable to any taxing authority in connection with any portion of this payment, including, without limitation, for any personal income tax payments, payroll taxes, interest or penalty, Plaintiff will pay such taxes, interest or penalty and reimburse Little Bambino's Pizza, Inc. within thirty (30) days for any amount that may be due as a result of any portion of this payment, including, without limitation, any taxes, interest or penalty, and any and all costs or attorneys' fees incurred by Little Bambino's Pizza, Inc. in connection with any such claim of taxation. Plaintiff further agrees that Little Bambino's Pizza, Inc. and any third person released by Plaintiff in their General Release in Paragraph 4, below, are not and never shall be liable for any portion of such personal or payroll taxes or any amounts due to any taxing authority in connection with these payments, including, without limitation, any interest or penalty, and Plaintiff further agrees that, within thirty (30) days of being notified of any claim for taxes against Little Bambino's Pizza, Inc. or any third person released by Plaintiff in the General Release in Paragraph 4, below, Plaintiff will indemnify and hold harmless each and all of them for and from any and all liability arising out of any personal or payroll taxes or other amounts due to any taxing authority in connection with these payments, including, without limitation, any and all costs, interest, penalties and attorneys' fees arising out of any such claim of taxation.

4. GENERAL RELEASE.

A. As a material inducement to the Little Bambino's Pizza, Inc. to enter into this Agreement, Plaintiff hereby irrevocably and unconditionally releases, waives and discharges the Little Bambino's Pizza, Inc. and each and all of the Little Bambino's Pizza, Inc. 's owners, stockholders, predecessors, successors, assigns, agents, directors, officers, employees, former employees, representatives, attorneys, accountants, benefit plans, insurers, parent companies, divisions, subsidiaries, affiliates (and owners, stockholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, accountants, benefit plans and insurers of such parent companies, divisions, subsidiaries and affiliates) and all persons acting by, through, or under or in concert with any of them (collectively "Releasees") from any and all individual, class, and/or representative claims, causes of action, demands, complaints and liabilities (including but not limited to attorney's fees) of any kind whatsoever, whether now known or unknown, suspected or claimed, which Plaintiff has or may claim to have against any Releasee relating to or arising out of any matter or thing which occurred on or prior to the date of execution of this Agreement, including, without limitation, any and all individual, class, and/or representative claims arising out of or relating to Plaintiff's relationship with the Little Bambino's Pizza, Inc. and/or Plaintiff's relationship separation. The released, waived, and discharged claims also include, but are not limited to individual, class and/or representative claims of any kind for unfair competition, wrongful discharge, constructive discharge, defamation, invasion of privacy, infliction of emotional distress, misrepresentation or fraudulent inducement, breach of any express or implied contract, claims arising under any Little Bambino's Pizza, Inc. handbook, manual, policy, or practice, any other claims for severance pay, attorney's fees and costs, expenses, bonuses, back pay, future wage loss, and front pay, claims for wages, overtime, compensation, commissions, bonuses, or pay of any kind purportedly due to Plaintiff for work performed during any and all periods of time prior to the date of this Agreement, as well as all associated liquidated

damages, premiums, penalties, and interest, whether such claims are known or unknown, under any theory of law, including state law and federal law, claims for benefits under any employee benefit plan or program, claims for a breach of an implied covenant of good faith and fair dealing, claims for interference with contract, negligence, or claims under any other federal, state, municipal, or local insurance, human rights, civil rights, wage-hour, pension, or labor laws, rules or regulations, public policy, contract or tort laws, or any claim of retaliation under such laws, or any claim arising under common law, or under the constitution or any amendments thereto, or any other claim which could be asserted against the Releasee(s) or which arise out of the Plaintiff's relationship with Little Bambino's Pizza, Inc. or the termination of that relationship.

B. The released, waived, and discharged claims also include, but are not limited to, all individual, class and/or representative claims of any kind arising under Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Americans with Disabilities Act; the Equal Pay Act; the Plaintiff Retirement Income Security Act (ERISA), as amended; the Age Discrimination in Employment Act of 1974, as amended; the Family and Medical Leave Act; the Fair Labor Standards Act; the Worker Adjustment and Retraining Notification Act (WARN Act); the Reconstruction Era Civil Rights Act, as amended; the Sarbanes-Oxley Act; the Occupational Safety and Health Act; the Health Insurance Portability and Accountability Act; the California Fair Employment and Housing Act; the California Family Rights Act; the California Labor Code (including, without limitation, Section 132a and Sections 1400-1408); the California Business & Professions Code Section 17200 et seq.; or any other federal, state, municipal and/or local statutes, regulations, or ordinances of any kind.

C. This release covers not only any and all individual, class and/or representative claims Plaintiff ever had or now has against any Releasee, but it also covers any such claim for a monetary recovery asserted on Plaintiff's behalf by any other person or entity, including, without limitation, any government agency, and Plaintiff waives the right to any such monetary recovery.

D. To the extent Plaintiff releases persons or entities not signatory to this Agreement, Plaintiff acknowledges and agrees that Plaintiff's general release is made for each of their benefit and use.

E. Little Bambino's Pizza, Inc. and Plaintiff acknowledge and agree that Plaintiff's general release does not cover any claims that cannot lawfully be waived or released by Plaintiff.

F. Plaintiff expressly waives all rights afforded by any statute (such as Section 1542 of the Civil Code of the State of California or any other comparable state statute) which limits the effect of a release with respect to unknown claims. Plaintiff understands the significance of Plaintiff's release of unknown claims and Plaintiff's waiver of statutory protection against a release of unknown claims (such as under Section 1542 of the California Civil Code or under any other comparable state statute). For instance, Plaintiff expressly waives any and all rights and benefits under Section 1542 of The Civil Code of the State of California, which states as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
THAT THE CREDITOR OR RELEASING PARTY DOES**

NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff hereby specifically acknowledges and agrees that Plaintiff's waiver of known and unknown claims and of Section 1542 of the Civil Code of the State of California is knowing and voluntary.

G. To the extent the Parties release third persons not a signatory to this Agreement, they acknowledge and agree that the General Release is made for each of their express benefit and use.

H. The Parties acknowledge and agree that Plaintiff's General Release does not cover any claims that cannot lawfully be waived or released by Plaintiff.

5. COURT DISCLOSURE. The Parties agree and consent to the disclosure of this Agreement to the Court in support of Plaintiff's request to dismiss this Action.

6. NON-ADMISSION OF LIABILITY. Little Bambino's Pizza, Inc. denies any liability or wrongdoing of any kind associated with the claims alleged by Plaintiff in the Action or otherwise. Little Bambino's Pizza, Inc. contends, among other things, that it has complied at all times with the California Labor Code, among all other applicable laws. Nothing in this Agreement, or the fact that Little Bambino's Pizza, Inc. has entered into this Agreement, should be construed as an admission of any liability to Plaintiff or the truth of any of Plaintiff's allegations in the Action or otherwise, and Plaintiff acknowledges and agrees that there is a good faith dispute with respect to these allegations. Plaintiff similarly denies any liability or wrongdoing of any kind as it relates to his relationship with Little Bambino's Pizza, Inc. Plaintiff contends that, among other things, he has complied at all times with applicable laws. Nothing in this Agreement should be construed as an admission of any liability to Little Bambino's Pizza, Inc.

7. NO OTHER FILINGS. Plaintiff agrees that she will not pursue against Little Bambino's Pizza, Inc. or any other Released Parties, the claims, or any claims arising out of or relating to the Action and Plaintiff's relationship with Little Bambino's Pizza, Inc., including but not limited to, those claims that have been or could have been asserted with the Action and those claims that could have been asserted in any other claim or complaint both as an individual or class basis in any other forum.

8. MISCELLANEOUS.

A. Plaintiff represents and warrants that he has not heretofore assigned or transferred, or purported to assign or transfer, and will not assign or transfer, to any third person, any claim or obligation herein released. Plaintiff agrees to indemnify Little Bambino's Pizza, Inc. and any third person released by Plaintiff in his General Release in Paragraph 4, above, and hold them harmless for and against any claim or obligation including, without limitation, attorneys' fees actually paid or incurred, arising out of any such transfer or assignment or purported or claimed transfer or assignment.

B. In executing this Agreement, each party acknowledges that they have not relied and is not relying on any representation with respect to the subject matter of this Agreement or any representation inducing the execution of this Agreement except such representations as are expressly set forth in this Agreement, and each party acknowledges that he or it has relied on his or its own judgment in entering into this Agreement. This Agreement sets forth the entire agreement between Plaintiff and Little Bambino's Pizza, Inc. and fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter of this Agreement. This Agreement may not be altered, modified, amended or changed, in whole or in part, except in a writing executed by Plaintiff and Little Bambino's Pizza, Inc.

C. This Agreement shall be construed as if each party participated equally in its negotiation and drafting, and each party agrees that any ambiguity contained in any provision of this Agreement shall not be construed against either party to this Agreement by virtue of that party's role in the negotiation or drafting of this Agreement.

D. The provisions of this Agreement are severable, and if any provision or term, or part of a provision or term, of this Agreement is declared or determined by any court to be illegal or invalid, the validity of the remaining parts, provisions or terms shall not be affected thereby, and said illegal or invalid part, provision or term shall not be deemed to be a part of this Agreement.

E. Any failure by either party on any occasion to enforce or require adherence to any term or condition of this Agreement shall not constitute a waiver of any such term or condition, and shall not prevent that party from insisting on the strict adherence to and performance of such term or condition on any other or future occasion.

F. Plaintiff and Little Bambino's Pizza, Inc. each agree to bear their own costs, expenses, attorneys' fees and any other expenditures incurred in connection with the Action, any of these matters or the settlement thereof. In the event that either Party is required to enforce the Agreement, they will be entitled to recover reasonable fees and costs.

G. This Agreement shall be governed by the laws of the State of California, without reference to its choice of law rules.

H. The parties expressly acknowledge and agree that nothing in this Agreement shall be read to require or allow Plaintiff or Little Bambino's Pizza, Inc., or any of their attorneys, to violate any court order, law or regulation, to engage in any action or inaction that would constitute or otherwise involve a violation of any court order, law or regulation, or to commit an unlawful act or fail to act as authorized by law.

I. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their respective heirs, administrators, executors, successors and assigns.

J. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but such counterparts together shall constitute but one and the same instrument. This Agreement may be executed by facsimile signature or electronic signature which shall have the same force and effect as an original signature.

K. Each party represents and warrants to the other that he or it has the right, power and authority to enter into this Agreement, and that the person signing this Agreement on his or its behalf, or as his or its attorney, has the power and authority to do so. The Agreement is binding, enforceable, and admissible per Evidence Code section 1123 and Cal. Code of Civil Procedure section 664.6.

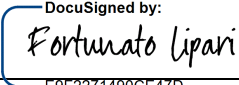
THE UNDERSIGNED HAVE READ THE FOREGOING AGREEMENT, FULLY UNDERSTAND, AND AGREE TO IT.

“Little Bambino’s Pizza, Inc.”

“Plaintiff”

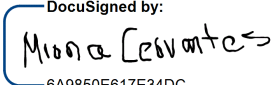
LITTLE BAMBINO’S PIZZA, INC.

MIRNA G. CERVANTES

By:  E9F2271490CE47D...

Its: owner

Dated: 3/22/2024

 6A9850E617E34DC...

Mirna G. Cervantes

3/27/2024
Dated: