

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Confidential Settlement Agreement and General Release of All Claims (“Agreement”) is made and entered into by and between Carmen Diaz (“Plaintiff”) and Nola Golden Corral, LLC (“Defendant” or “the Company”) (collectively, the “Parties”).

RECITALS

A. Plaintiff last worked for Defendant in December 2022.

B. After Plaintiff’s employment ended, she filed an employment lawsuit in San Bernardino County Superior Court, Case No. CIV-SB-2316110, on or about July 12, 2023, entitled *Carmen Diaz, on behalf of herself and all “aggrieved employees” pursuant to Labor Code section 2698 et seq. v. Nola Golden Corral, LLC, a California limited liability company; and Does 1 through 10, inclusive*. Plaintiff alleged that Defendant violated the California Labor Code pursuant to Labor Code section 2699(f) for violations of Labor Code sections 201, 202, 226(a), 226.7, 510, 512, and 1194, as well as pursuant to Labor Code section 2699(a) for violation of Labor Code sections 226.3 and 558 (hereafter referred to as the “Complaint”).

C. Defendant denies all allegations contained in the Complaint and specifically denies that it engaged in any improper acts toward Plaintiff whatsoever.

D. Each party wants to reach a full and final settlement of all claims arising out of, or in any way related to, the employment relationship between the Parties, including, but not limited to those differences described above.

E. This Agreement is intended to be a full, complete, and final settlement of each and every complaint, petition, claim, cause of action, and liability, whether known or unknown, which the Plaintiff may have, or may have had, against Defendant, and Defendant’s affiliated or related companies, divisions, officers, directors, agents, insurers and reinsurers, current or former employees, successors and assigns, arising out of the employment relationship and/or cessation of the employment relationship, existing between the Parties prior to the execution of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and releases set forth herein, the Parties agree as follows:

1. NO ADMISSION OF LIABILITY.

1.1 This Agreement and compliance with this Agreement shall not be construed as any admission by Defendant of any liability whatsoever, or as an admission by Defendant of any violation of the rights of Plaintiff or any other person, breach of any contract, violation of any order, law, statute, duty, or contract, or of any act of discrimination, harassment, or retaliation whatsoever against Plaintiff or any other person. Defendant specifically denies any liability to or discrimination or harassment or retaliation of Plaintiff or any other person, and

denies the breach of any contract, violation of any order, law, statute, duty or contract on the part of Defendant, and Defendant's officers, board of directors, members, shareholders, agents, supervisors, current and former employees, insurers and reinsurers, attorneys, representatives, related or affiliated companies or entities.

2. **CONSIDERATION.** As consideration for this Agreement, the Parties agree as follows:

2.1 Upon Plaintiff's receipt of the Total Settlement Amount (defined below) from Defendant, Plaintiff agrees to (1) dismiss without prejudice the aggrieved employees' PAGA claims in Plaintiff's Complaint, and (2) dismiss with prejudice the individual claims currently pending against Defendant in Plaintiff's Complaint in exchange for payment in the amount and terms provided in paragraph 2.2, below.

2.2 Plaintiff understands and acknowledges Plaintiff has 14 days to consider this Agreement. If Plaintiff signs the Agreement and delivers the signed Agreement to Defendant along with signed IRS Forms W-9 from "Carmen Diaz" and "Gaines & Gaines, APLC," Defendant shall pay to Plaintiff and Plaintiff's attorney in the manner provided in paragraph 2.3, below, the amount of Six Thousand Dollars and Zero Cents (\$6,000.00) for alleged injuries in full and complete settlement of all actual and potential claims made by Plaintiff in this matter and encompassed by this Agreement.

2.3 Within 14 days after Plaintiff and Plaintiff's attorney comply with the requirements of paragraph 2.2, above, Defendant shall send to Plaintiff's attorney one settlement check made payable to "Gaines & Gaines, APLC Client Trust Account for Carmen Diaz" in the amount of Two Thousand Dollars and Zero Cents (\$2,000.00) without any deductions or withholdings. Within 30 days of Defendant sending Plaintiff's attorney the first settlement check, Defendant shall send to Plaintiff's attorney a second settlement check made payable to "Gaines & Gaines, APLC Client Trust Account for Carmen Diaz" in the amount of Two Thousand Dollars and Zero Cents (\$2,000.00) without any deductions or withholdings. Within 30 days of Defendant sending Plaintiff's attorney the second settlement check, Defendant shall send to Plaintiff's attorney a third settlement check made payable to "Gaines & Gaines, APLC Client Trust Account for Carmen Diaz" in the amount of Two Thousand Dollars and Zero Cents (\$2,000.00) without any deductions or withholdings. The three settlement checks shall constitute the Total Settlement Amount and shall be paid in full and complete settlement of all of Plaintiff's claims against Defendant, and Defendant's board of directors, members, agents, supervisors, current and former employees, representatives, insurers, reinsurers, and affiliated entities.

(a) Plaintiff agrees that the foregoing payments shall constitute the entire amount of monetary consideration provided to Plaintiff under this Agreement, and that Plaintiff will not seek further compensation from Defendant for any other claimed damage, costs, injury, or attorney's fees, interest, or penalties in connection with the matters encompassed in this Agreement. Plaintiff agrees that none of the Total Settlement Amount constitutes wages but are classified as penalties.

(b) Plaintiff acknowledges and agrees that Defendant has made no representations to Plaintiff regarding the tax consequences of any amounts received by Plaintiff pursuant to this Agreement. Plaintiff understands and acknowledges that Defendant will issue Plaintiff and Plaintiff's attorney an appropriate IRS Form 1099 with respect to the payments described above. Plaintiff agrees to pay all taxes, including, but not limited to all Federal, State and/or local taxes, if any, which are required by law to be paid with respect to this settlement and the amounts paid or to be paid pursuant to it. Plaintiff further agrees to indemnify and hold Defendant harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental entity against Defendant for any amounts claimed due on account of this Agreement or pursuant to claims made under any federal or state tax laws, and any costs, expenses or damages sustained by Defendant by reason of any such claims, including any amounts paid by Defendant as taxes, attorneys' fees, deficiencies, and levies, assessments, fines, penalties, interest or otherwise.

3. **RELEASE.**

3.1 Notwithstanding the provisions of Section 1542 of the Civil Code of the State of California, Plaintiff hereby irrevocably and unconditionally releases and forever discharges Defendant and Defendant's affiliated or related companies, divisions, officers, directors, members, shareholders, agents, current and former employees, successors, supervisors, and assigns, insurers, reinsurers, and all persons acting by, through, under, or in concert with such party, from any and all charges, complaints, claims, judgments, and liabilities of any kind (including attorneys' fees, interest, expenses, and costs actually incurred) or of any nature whatsoever, including, but not limited to those arising under the Fair Labor Standards Act; the California Family Rights Act; the Federal Family and Medical Leave Act; the Employee Retirement Income Security Act of 1974; the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Civil Rights Act of 1866 (42 U.S.C. § 1981); the Civil Rights Act of 1871 (42 U.S.C. §§ 1985 and 1986); the Age Discrimination in Employment Act of 1967; the Equal Pay Act of 1963; the Consolidated Omnibus Budget Reconciliation Act of 1985; the California Fair Employment and Housing Act, Gov. Code § 12900 et seq.; applicable California Wage Order provisions; the California Business and Professions Code section 17200 et seq.; the California Civil Code; the California Labor Code; the California Penal Code; or any other federal, state, or local insurance, human rights, civil rights, wage-hour, pension, or labor laws, rules and/or regulations, public policy, contract or tort laws, or any claim of retaliation under such laws, or any claim arising under common law, including but not limited to, causes of action for wrongful termination; constructive discharge; discrimination or harassment on the basis of age, sex, sexual orientation, religion, marital status, taking a leave of absence, race, color, disability or national origin or retaliation for opposing such discriminatory practices; intentional infliction of emotional distress; negligent infliction of emotional distress; fraudulent misrepresentation; negligent misrepresentation; fraud; assault; battery; sexual battery; negligent hiring, supervision or training; invasion of privacy; false imprisonment; conspiracy to commit any act mentioned herein; breach of contract (whether oral or written, express or implied); breach of the implied covenant of good faith and fair dealing; interference with business advantage; defamation; interference with prospective economic advantage; interference with contractual relationship; violation of any national, state or local statute, law, or ordinance; tortious termination in violation of public policy; or any other action, whether cognizable in law or in equity based upon any conduct up to and including the date of

this Agreement, (hereinafter referred to as “Claim” or “Claims”), which Plaintiff now has or claims to have or which Plaintiff at any time heretofore had or claimed to have had, or which Plaintiff at any time hereafter may have or claims to have against Defendant or any of the other persons or companies listed in this paragraph, including, without limitation, any and all claims related or in any manner incidental to the Parties’ employment relationship, or the cessation of that relationship.

3.2 Plaintiff agrees and understands that, except as may be required by subpoena, court order, or other force of law, Plaintiff shall not in any way assist any individual or entity in commencing or prosecuting any action or proceeding, including, but not limited to any lawsuit against Defendant, and Defendant’s affiliated or related companies, divisions, officers, directors, agents, current and former employees, successors, supervisors, and assigns, and all persons acting by, through, under, or in concert with such party, or in any way participate or cooperate in any such action or proceeding, including any trial, pretrial preparation, pre-litigation fact-gathering, or administrative agency proceeding connected with any and all matters. Absent legal compulsion, this Agreement bars Plaintiff from testifying, providing documents or information, advising, counseling or providing any other form of assistance to any person or entity who wishes to make or who is making any claim against Defendant, and Defendant’s affiliated or related companies, divisions, officers, directors, agents, current and former employees, successors, supervisors, and assigns, and all persons acting by, through, under, or in concert with such party. This Agreement does not prevent Plaintiff from pursuing any charge with, or participating in, any investigation of a charge conducted by any government agency. Plaintiff understands that because of this Agreement, Plaintiff cannot obtain any monetary relief or recovery from any such charge, investigation or agency proceeding, including costs and attorneys’ fees.

4. **FINAL SETTLEMENT.** Plaintiff understands and agrees that the release contained in this Agreement shall act as a full and final release of all claims, known or unknown, whether or not ascertained, arising from or relating to the employment relationship between the Parties, and the termination therefrom. Plaintiff expressly waives any rights or benefits available under 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 OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5. **CLAIMS.** Except for any Claims for unemployment benefits, and/or any state, federal, and/or private disability benefits, Plaintiff understand the word “Claims” to include all actions, claims, and grievances, whether actual or potential, known or unknown, and specifically, but not exclusively, all claims arising out of Plaintiff’s employment with Defendant, any alleged treatment while Plaintiff was employed with Defendant, any alleged discrimination, harassment or retaliation Plaintiff claims to have been subject to while working for Defendant, any Claims of unpaid wages, and/or overtime, and the termination of the employer/employee

relationship. All such Claims are forever barred by this Agreement and without regard to whether those claims are based on any alleged breach of a duty arising in contract or tort or under statute, any alleged employment discrimination or harassment or retaliation, or any other claim or cause of action, and regardless of the forum in which it might be brought.

6. **AUTHORITY TO EXECUTE AGREEMENT.** Plaintiff represents and warrants that Plaintiff has the sole right and exclusive authority to execute this Agreement on Plaintiff's own behalf, and that Plaintiff has not sold, assigned, transferred, or conveyed or otherwise dispensed of any claim or demand relating to Plaintiff's employment relationship with Defendant or any other matter covered by this Agreement. Defendant represents and warrants that the person whose signature appears below for Defendant has the authority to execute this Agreement on behalf of Defendant.

7. **NO FURTHER ACTION.** Plaintiff represents and agrees that, with the exception of the Complaint and related LWDA PAGA notice letter referenced above, Plaintiff has not filed any complaints, claims, lawsuits, or actions against Defendant, and Defendant's officers, board of directors, agents, supervisors, employees, former employees, attorneys or representatives, or related or affiliated companies, or entities with any state, federal, or local agency, court, or any other forum, by reason of any claim, liability, or cause of action against Defendant arising out of the employment relationship between the Parties and any events occurring during that employment relationship or termination of that relationship based upon facts known or unknown which may have occurred prior to the date of the execution of this Agreement. Plaintiff further agrees, that Plaintiff will not file any complaints, claims, petitions, lawsuits, actions, except for any claims for unemployment benefits, and/or state, federal, and/or private disability benefits, and/or workers' compensation benefits concerning any alleged underlying injury, at any time hereafter, and that if any agency, board, or court assumes or maintains jurisdiction of any complaint, claim, lawsuit, petition, application or action against Defendant, or any of Defendant's affiliated companies or entities or any of their officers, board of directors, committees, members, agents, current and former employees, supervisors, attorneys, or representatives, Plaintiff will direct that agency, court or board to withdraw from or dismiss the matter with prejudice immediately.

8. **CONFIDENTIALITY.** Except as noted elsewhere in Paragraph 8 of this Agreement, Plaintiff and Defendant shall keep the terms and conditions of this Agreement completely and strictly confidential. Neither the terms nor conditions of this Agreement nor the fact of its existence shall be disclosed to any person or entity. Upon inquiry regarding this matter, Plaintiff and/or Plaintiff's representatives and Defendant and/or Defendant's representatives shall state only that this matter has been resolved.

8.1 The only exceptions to Paragraph 8 are as follows:

8.1.1 If the terms or conditions of this Agreement must be disclosed as required by law, or upon order of any court of competent jurisdiction in any action in which Plaintiff are a party, or if Plaintiff is subpoenaed as a witness, including submission of this Settlement to the Labor and Workforce Development Agency and the Court in the Action in which the Complaint is pending, in compliance with the PAGA for purposes of obtaining dismissal of the PAGA claims without prejudice; or

8.1.2 If the terms or conditions of this Agreement must be disclosed in order to remedy a breach of any term or condition herein; or

8.1.3 Plaintiff may inform members of Plaintiff's direct family, on the further condition that Plaintiff advise such individual in advance of disclosure that the terms and conditions of the Agreement are strictly confidential. Plaintiff agrees to be held liable for any and all unpermitted disclosures of this Agreement by any family member, and that any such unpermitted disclosure of this Agreement shall subject Plaintiff to liability pursuant to Paragraph 8; or

8.1.4 Plaintiff may inform Plaintiff's legal counsel and Plaintiff's tax or financial advisors, on the further condition that Plaintiff advise such individuals in advance of disclosure that the terms and conditions of the Agreement are strictly confidential. Plaintiff agrees to be held liable for any and all unpermitted disclosures of this Agreement by individuals identified in this paragraph and that any such unpermitted disclosure of this Agreement shall subject the responsible party to liability pursuant to Paragraph 8; or

8.2 If disclosure is to be made pursuant to Paragraph 8.1.1, Plaintiff or Plaintiff's representatives shall immediately, but in no event more than five business days from receipt of a request or order for such disclosure, and prior to any such disclosure, notify the Company so it can seek appropriate relief from a court or tribunal of competent jurisdiction, at that party's own expense, to prevent said disclosure.

8.3 Nothing in this Agreement restricts Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff believes to be unlawful.

9. **SUCCESSORS.** This Agreement shall inure to the benefit of each party hereto, its predecessors, successors, subsidiaries, affiliates, representatives, assigns, agents, officers, directors, employees, and personal representatives, past, present, and future.

10. **NEUTRAL REFERENCE.** Upon inquiry by a prospective employer, the Company shall disclose only Plaintiff's job titles and dates of employment, but nothing else.

11. **NO INDUCEMENT.** Each party agrees that if the facts with respect to which this Agreement is executed are found hereafter to be different from the facts now believed by any party, each party expressly accepts and assumes the risk of such possible difference in facts, and agrees that this Agreement shall remain effective, notwithstanding such differences. Each party declares and represents that this Agreement is entered into voluntarily and that no promise, inducement or other agreement not expressly contained herein has been made to induce this Agreement.

12. **LEGAL REPRESENTATION.** Plaintiff represents and agrees that Plaintiff is represented by Alex P. Katofsky, Esq. of Gaines & Gaines, APLC, and before executing this Agreement, Plaintiff has had ample opportunity to thoroughly review and discuss all aspects of this Agreement, to apprise Plaintiff of sufficient relevant data, either through experts or through other sources of Plaintiff own selection, in order that Plaintiff might

intelligently exercise her own judgment in deciding to execute this Agreement. Plaintiff agrees that Plaintiff has carefully read and fully understand all the provisions of this Agreement, and that Plaintiff is voluntarily entering into this Agreement. Plaintiff also confirms that Plaintiff is not aware of any lien placed on any of Plaintiff's recovery and should one later be presented or otherwise become known, Plaintiff agrees to be solely responsible for it.

13. **GOVERNING LAW.** The Parties' employment relationship and this Agreement shall be governed by and construed according to the laws of the State of California.

14. **MODIFICATION.** This Agreement may not be altered, amended or modified in any respect, except in writing duly executed by all Parties.

15. **CONSTRUCTION.** Headings are used herein for convenience only and shall have no force or effect in the interpretation or construction of this Agreement. As used in this Agreement, the singular shall include the plural, the masculine, the feminine and neutral genders. The above-stated Recitals are incorporated into this Agreement by this reference. Further, 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.

16. **ATTORNEYS' FEES.** In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of its costs of suit, reasonable attorneys' fees. If any action is filed to challenge the knowing or voluntary nature of the ADEA waiver, the prevailing party shall recover its costs of suit and reasonable attorneys' fees only to the extent allowed by federal and/or state discrimination laws. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit ends with a final judgment. The Court shall retain jurisdiction over the Parties to interpret and enforce this Agreement pursuant to Code of Civil Procedure section 664.6 and as otherwise allowed by law.

17. **WAIVER/INVALID PROVISION.** Should any term, clause or provision of this Agreement be found to be waived or invalid, the validity of the remaining terms, clauses and provisions shall not be affected.

18. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the Agreement.

19. **WAIVER/INVALID PROVISION.** Should any term, clause or provision of this Agreement be found to be waived or invalid, the validity of the remaining terms, clauses and provisions shall not be affected.

20. **SOLE REMEDY.** Without prejudice to any rights or remedies Plaintiff may now or hereafter have against Defendant, Plaintiff waives any right Plaintiff may have for a lawsuit for damages against any shareholder, director, officer, or employee or former employee of Defendant for any claim, cause of action, damage, costs, or expense, including attorneys' fees, arising from, in connection with, or relating to, the terms and provisions of this Agreement or any breach thereof.

21. **COMPLETE AGREEMENT.** This Agreement sets forth the final, complete, and exclusive statement of the Parties' agreement concerning the matters covered by this Agreement. All prior agreements, understandings, oral agreements and writings are expressly superseded hereby and of no further force and effect.

Each party, having read, understood, and agreed to be bound by the terms and conditions of this Agreement, do hereby execute said Agreement by affixing their signatures hereto.

PLAINTIFF CARMEN DIAZ

Dated: 05 / 14 / 2024



Carmen Diaz

NOLA GOLDEN CORRAL, LLC

Dated _____

By: _____

Its: _____

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Confidential Settlement Agreement and General Release of All Claims (“Agreement”) is made and entered into by and between Carmen Diaz (“Plaintiff”) and Nola Golden Corral, LLC (“Defendant” or “the Company”) (collectively, the “Parties”).

RECITALS

A. Plaintiff last worked for Defendant in December 2022.

B. After Plaintiff’s employment ended, she filed an employment lawsuit in San Bernardino County Superior Court, Case No. CIV-SB-2316110, on or about July 12, 2023, entitled *Carmen Diaz, on behalf of herself and all “aggrieved employees” pursuant to Labor Code section 2698 et seq. v. Nola Golden Corral, LLC, a California limited liability company; and Does 1 through 10, inclusive*. Plaintiff alleged that Defendant violated the California Labor Code pursuant to Labor Code section 2699(f) for violations of Labor Code sections 201, 202, 226(a), 226.7, 510, 512, and 1194, as well as pursuant to Labor Code section 2699(a) for violation of Labor Code sections 226.3 and 558 (hereafter referred to as the “Complaint”).

C. Defendant denies all allegations contained in the Complaint and specifically denies that it engaged in any improper acts toward Plaintiff whatsoever.

D. Each party wants to reach a full and final settlement of all claims arising out of, or in any way related to, the employment relationship between the Parties, including, but not limited to those differences described above.

E. This Agreement is intended to be a full, complete, and final settlement of each and every complaint, petition, claim, cause of action, and liability, whether known or unknown, which the Plaintiff may have, or may have had, against Defendant, and Defendant’s affiliated or related companies, divisions, officers, directors, agents, insurers and reinsurers, current or former employees, successors and assigns, arising out of the employment relationship and/or cessation of the employment relationship, existing between the Parties prior to the execution of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and releases set forth herein, the Parties agree as follows:

1. NO ADMISSION OF LIABILITY.

1.1 This Agreement and compliance with this Agreement shall not be construed as any admission by Defendant of any liability whatsoever, or as an admission by Defendant of any violation of the rights of Plaintiff or any other person, breach of any contract, violation of any order, law, statute, duty, or contract, or of any act of discrimination, harassment, or retaliation whatsoever against Plaintiff or any other person. Defendant specifically denies any liability to or discrimination or harassment or retaliation of Plaintiff or any other person, and

denies the breach of any contract, violation of any order, law, statute, duty or contract on the part of Defendant, and Defendant's officers, board of directors, members, shareholders, agents, supervisors, current and former employees, insurers and reinsurers, attorneys, representatives, related or affiliated companies or entities.

2. **CONSIDERATION.** As consideration for this Agreement, the Parties agree as follows:

2.1 Upon Plaintiff's receipt of the Total Settlement Amount (defined below) from Defendant, Plaintiff agrees to (1) dismiss without prejudice the aggrieved employees' PAGA claims in Plaintiff's Complaint, and (2) dismiss with prejudice the individual claims currently pending against Defendant in Plaintiff's Complaint in exchange for payment in the amount and terms provided in paragraph 2.2, below.

2.2 Plaintiff understands and acknowledges Plaintiff has 14 days to consider this Agreement. If Plaintiff signs the Agreement and delivers the signed Agreement to Defendant along with signed IRS Forms W-9 from "Carmen Diaz" and "Gaines & Gaines, APLC," Defendant shall pay to Plaintiff and Plaintiff's attorney in the manner provided in paragraph 2.3, below, the amount of Six Thousand Dollars and Zero Cents (\$6,000.00) for alleged injuries in full and complete settlement of all actual and potential claims made by Plaintiff in this matter and encompassed by this Agreement.

2.3 Within 14 days after Plaintiff and Plaintiff's attorney comply with the requirements of paragraph 2.2, above, Defendant shall send to Plaintiff's attorney one settlement check made payable to "Gaines & Gaines, APLC Client Trust Account for Carmen Diaz" in the amount of Three Thousand Dollars and Zero Cents (\$3,000.00) without any deductions or withholdings. Within 30 days of Defendant sending Plaintiff's attorney the first settlement check, Defendant shall send to Plaintiff's attorney a second settlement check made payable to "Gaines & Gaines, APLC Client Trust Account for Carmen Diaz" in the amount of Three Thousand Dollars and Zero Cents (\$3,000.00) without any deductions or withholdings. The two settlement checks shall constitute the Total Settlement Amount and shall be paid in full and complete settlement of all of Plaintiff's claims against Defendant, and Defendant's board of directors, members, agents, supervisors, current and former employees, representatives, insurers, reinsurers, and affiliated entities.

(a) Plaintiff agrees that the foregoing payments shall constitute the entire amount of monetary consideration provided to Plaintiff under this Agreement, and that Plaintiff will not seek further compensation from Defendant for any other claimed damage, costs, injury, or attorney's fees, interest, or penalties in connection with the matters encompassed in this Agreement. Plaintiff agrees that none of the Total Settlement Amount constitutes wages but are classified as penalties.

(b) Plaintiff acknowledges and agrees that Defendant has made no representations to Plaintiff regarding the tax consequences of any amounts received by Plaintiff pursuant to this Agreement. Plaintiff understands and acknowledges that Defendant will issue Plaintiff and Plaintiff's attorney an appropriate IRS Form 1099 with respect to the payments described above. Plaintiff agrees to pay all taxes, including, but not limited to all

Federal, State and/or local taxes, if any, which are required by law to be paid with respect to this settlement and the amounts paid or to be paid pursuant to it. Plaintiff further agrees to indemnify and hold Defendant harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental entity against Defendant for any amounts claimed due on account of this Agreement or pursuant to claims made under any federal or state tax laws, and any costs, expenses or damages sustained by Defendant by reason of any such claims, including any amounts paid by Defendant as taxes, attorneys' fees, deficiencies, and levies, assessments, fines, penalties, interest or otherwise.

3. **RELEASE.**

3.1 Notwithstanding the provisions of Section 1542 of the Civil Code of the State of California, Plaintiff hereby irrevocably and unconditionally releases and forever discharges Defendant and Defendant's affiliated or related companies, divisions, officers, directors, members, shareholders, agents, current and former employees, successors, supervisors, and assigns, insurers, reinsurers, and all persons acting by, through, under, or in concert with such party, from any and all charges, complaints, claims, judgments, and liabilities of any kind (including attorneys' fees, interest, expenses, and costs actually incurred) or of any nature whatsoever, including, but not limited to those arising under the Fair Labor Standards Act; the California Family Rights Act; the Federal Family and Medical Leave Act; the Employee Retirement Income Security Act of 1974; the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Civil Rights Act of 1866 (42 U.S.C. § 1981); the Civil Rights Act of 1871 (42 U.S.C. §§ 1985 and 1986); the Age Discrimination in Employment Act of 1967; the Equal Pay Act of 1963; the Consolidated Omnibus Budget Reconciliation Act of 1985; the California Fair Employment and Housing Act, Gov. Code § 12900 et seq.; applicable California Wage Order provisions; the California Business and Professions Code section 17200 et seq.; the California Civil Code; the California Labor Code; the California Penal Code; or any other federal, state, or local insurance, human rights, civil rights, wage-hour, pension, or labor laws, rules and/or regulations, public policy, contract or tort laws, or any claim of retaliation under such laws, or any claim arising under common law, including but not limited to, causes of action for wrongful termination; constructive discharge; discrimination or harassment on the basis of age, sex, sexual orientation, religion, marital status, taking a leave of absence, race, color, disability or national origin or retaliation for opposing such discriminatory practices; intentional infliction of emotional distress; negligent infliction of emotional distress; fraudulent misrepresentation; negligent misrepresentation; fraud; assault; battery; sexual battery; negligent hiring, supervision or training; invasion of privacy; false imprisonment; conspiracy to commit any act mentioned herein; breach of contract (whether oral or written, express or implied); breach of the implied covenant of good faith and fair dealing; interference with business advantage; defamation; interference with prospective economic advantage; interference with contractual relationship; violation of any national, state or local statute, law, or ordinance; tortious termination in violation of public policy; or any other action, whether cognizable in law or in equity based upon any conduct up to and including the date of this Agreement, (hereinafter referred to as "Claim" or "Claims"), which Plaintiff now has or claims to have or which Plaintiff at any time heretofore had or claimed to have had, or which Plaintiff at any time hereafter may have or claims to have against Defendant or any of the other persons or companies listed in this paragraph, including, without limitation, any and all claims

related or in any manner incidental to the Parties' employment relationship, or the cessation of that relationship.

3.2 Plaintiff agrees and understands that, except as may be required by subpoena, court order, or other force of law, Plaintiff shall not in any way assist any individual or entity in commencing or prosecuting any action or proceeding, including, but not limited to any lawsuit against Defendant, and Defendant's affiliated or related companies, divisions, officers, directors, agents, current and former employees, successors, supervisors, and assigns, and all persons acting by, through, under, or in concert with such party, or in any way participate or cooperate in any such action or proceeding, including any trial, pretrial preparation, pre-litigation fact-gathering, or administrative agency proceeding connected with any and all matters. Absent legal compulsion, this Agreement bars Plaintiff from testifying, providing documents or information, advising, counseling or providing any other form of assistance to any person or entity who wishes to make or who is making any claim against Defendant, and Defendant's affiliated or related companies, divisions, officers, directors, agents, current and former employees, successors, supervisors, and assigns, and all persons acting by, through, under, or in concert with such party. This Agreement does not prevent Plaintiff from pursuing any charge with, or participating in, any investigation of a charge conducted by any government agency. Plaintiff understands that because of this Agreement, Plaintiff cannot obtain any monetary relief or recovery from any such charge, investigation or agency proceeding, including costs and attorneys' fees.

4. **FINAL SETTLEMENT.** Plaintiff understands and agrees that the release contained in this Agreement shall act as a full and final release of all claims, known or unknown, whether or not ascertained, arising from or relating to the employment relationship between the Parties, and the termination therefrom. Plaintiff expressly waives any rights or benefits available under 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 OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5. **CLAIMS.** Except for any Claims for unemployment benefits, and/or any state, federal, and/or private disability benefits, Plaintiff understand the word "Claims" to include all actions, claims, and grievances, whether actual or potential, known or unknown, and specifically, but not exclusively, all claims arising out of Plaintiff's employment with Defendant, any alleged treatment while Plaintiff was employed with Defendant, any alleged discrimination, harassment or retaliation Plaintiff claims to have been subject to while working for Defendant, any Claims of unpaid wages, and/or overtime, and the termination of the employer/employee relationship. All such Claims are forever barred by this Agreement and without regard to whether those claims are based on any alleged breach of a duty arising in contract or tort or under statute, any alleged employment discrimination or harassment or retaliation, or any other claim or cause of action, and regardless of the forum in which it might be brought.

6. **AUTHORITY TO EXECUTE AGREEMENT.** Plaintiff represents and warrants that Plaintiff has the sole right and exclusive authority to execute this Agreement on Plaintiff's own behalf, and that Plaintiff has not sold, assigned, transferred, or conveyed or otherwise dispensed of any claim or demand relating to Plaintiff's employment relationship with Defendant or any other matter covered by this Agreement. Defendant represents and warrants that the person whose signature appears below for Defendant has the authority to execute this Agreement on behalf of Defendant.

7. **NO FURTHER ACTION.** Plaintiff represents and agrees that, with the exception of the Complaint and related LWDA PAGA notice letter referenced above, Plaintiff has not filed any complaints, claims, lawsuits, or actions against Defendant, and Defendant's officers, board of directors, agents, supervisors, employees, former employees, attorneys or representatives, or related or affiliated companies, or entities with any state, federal, or local agency, court, or any other forum, by reason of any claim, liability, or cause of action against Defendant arising out of the employment relationship between the Parties and any events occurring during that employment relationship or termination of that relationship based upon facts known or unknown which may have occurred prior to the date of the execution of this Agreement. Plaintiff further agrees, that Plaintiff will not file any complaints, claims, petitions, lawsuits, actions, except for any claims for unemployment benefits, and/or state, federal, and/or private disability benefits, and/or workers' compensation benefits concerning any alleged underlying injury, at any time hereafter, and that if any agency, board, or court assumes or maintains jurisdiction of any complaint, claim, lawsuit, petition, application or action against Defendant, or any of Defendant's affiliated companies or entities or any of their officers, board of directors, committees, members, agents, current and former employees, supervisors, attorneys, or representatives, Plaintiff will direct that agency, court or board to withdraw from or dismiss the matter with prejudice immediately.

8. **CONFIDENTIALITY.** Except as noted elsewhere in Paragraph 8 of this Agreement, Plaintiff and Defendant shall keep the terms and conditions of this Agreement completely and strictly confidential. Neither the terms nor conditions of this Agreement nor the fact of its existence shall be disclosed to any person or entity. Upon inquiry regarding this matter, Plaintiff and/or Plaintiff's representatives and Defendant and/or Defendant's representatives shall state only that this matter has been resolved.

8.1 The only exceptions to Paragraph 8 are as follows:

8.1.1 If the terms or conditions of this Agreement must be disclosed as required by law, or upon order of any court of competent jurisdiction in any action in which Plaintiff are a party, or if Plaintiff is subpoenaed as a witness, including submission of this Settlement to the Labor and Workforce Development Agency and the Court in the Action in which the Complaint is pending, in compliance with the PAGA for purposes of obtaining dismissal of the PAGA claims without prejudice; or

8.1.2 If the terms or conditions of this Agreement must be disclosed in order to remedy a breach of any term or condition herein; or

8.1.3 Plaintiff may inform members of Plaintiff's direct family, on the further condition that Plaintiff advise such individual in advance of disclosure that the terms and conditions of the Agreement are strictly confidential. Plaintiff agrees to be held liable for any and all unpermitted disclosures of this Agreement by any family member, and that any such unpermitted disclosure of this Agreement shall subject Plaintiff to liability pursuant to Paragraph 8; or

8.1.4 Plaintiff may inform Plaintiff's legal counsel and Plaintiff's tax or financial advisors, on the further condition that Plaintiff advise such individuals in advance of disclosure that the terms and conditions of the Agreement are strictly confidential. Plaintiff agrees to be held liable for any and all unpermitted disclosures of this Agreement by individuals identified in this paragraph and that any such unpermitted disclosure of this Agreement shall subject the responsible party to liability pursuant to Paragraph 8; or

8.2 If disclosure is to be made pursuant to Paragraph 8.1.1, Plaintiff or Plaintiff's representatives shall immediately, but in no event more than five business days from receipt of a request or order for such disclosure, and prior to any such disclosure, notify the Company so it can seek appropriate relief from a court or tribunal of competent jurisdiction, at that party's own expense, to prevent said disclosure.

8.3 Nothing in this Agreement restricts Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff believes to be unlawful.

9. **SUCCESSORS.** This Agreement shall inure to the benefit of each party hereto, its predecessors, successors, subsidiaries, affiliates, representatives, assigns, agents, officers, directors, employees, and personal representatives, past, present, and future.

10. **NEUTRAL REFERENCE.** Upon inquiry by a prospective employer, the Company shall disclose only Plaintiff's job titles and dates of employment, but nothing else.

11. **NO INDUCEMENT.** Each party agrees that if the facts with respect to which this Agreement is executed are found hereafter to be different from the facts now believed by any party, each party expressly accepts and assumes the risk of such possible difference in facts, and agrees that this Agreement shall remain effective, notwithstanding such differences. Each party declares and represents that this Agreement is entered into voluntarily and that no promise, inducement or other agreement not expressly contained herein has been made to induce this Agreement.

12. **LEGAL REPRESENTATION.** Plaintiff represents and agrees that Plaintiff is represented by Alex P. Katofsky, Esq. of Gaines & Gaines, APLC, and before executing this Agreement, Plaintiff has had ample opportunity to thoroughly review and discuss all aspects of this Agreement, to apprise Plaintiff of sufficient relevant data, either through experts or through other sources of Plaintiff own selection, in order that Plaintiff might intelligently exercise her own judgment in deciding to execute this Agreement. Plaintiff agrees that Plaintiff has carefully read and fully understand all the provisions of this Agreement, and that Plaintiff is voluntarily entering into this Agreement. Plaintiff also confirms that Plaintiff is

not aware of any lien placed on any of Plaintiff's recovery and should one later be presented or otherwise become known, Plaintiff agrees to be solely responsible for it.

13. **GOVERNING LAW.** The Parties' employment relationship and this Agreement shall be governed by and construed according to the laws of the State of California.

14. **MODIFICATION.** This Agreement may not be altered, amended or modified in any respect, except in writing duly executed by all Parties.

15. **CONSTRUCTION.** Headings are used herein for convenience only and shall have no force or effect in the interpretation or construction of this Agreement. As used in this Agreement, the singular shall include the plural, the masculine, the feminine and neutral genders. The above-stated Recitals are incorporated into this Agreement by this reference. Further, 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.

16. **ATTORNEYS' FEES.** In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of its costs of suit, reasonable attorneys' fees. If any action is filed to challenge the knowing or voluntary nature of the ADEA waiver, the prevailing party shall recover its costs of suit and reasonable attorneys' fees only to the extent allowed by federal and/or state discrimination laws. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit ends with a final judgment. The Court shall retain jurisdiction over the Parties to interpret and enforce this Agreement pursuant to Code of Civil Procedure section 664.6 and as otherwise allowed by law.

17. **WAIVER/INVALID PROVISION.** Should any term, clause or provision of this Agreement be found to be waived or invalid, the validity of the remaining terms, clauses and provisions shall not be affected.

18. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the Agreement.

19. **WAIVER/INVALID PROVISION.** Should any term, clause or provision of this Agreement be found to be waived or invalid, the validity of the remaining terms, clauses and provisions shall not be affected.

20. **SOLE REMEDY.** Without prejudice to any rights or remedies Plaintiff may now or hereafter have against Defendant, Plaintiff waives any right Plaintiff may have for a lawsuit for damages against any shareholder, director, officer, or employee or former employee of Defendant for any claim, cause of action, damage, costs, or expense, including attorneys' fees, arising from, in connection with, or relating to, the terms and provisions of this Agreement or any breach thereof.

21. **COMPLETE AGREEMENT.** This Agreement sets forth the final, complete, and exclusive statement of the Parties' agreement concerning the matters covered by

this Agreement. All prior agreements, understandings, oral agreements and writings are expressly superseded hereby and of no further force and effect.

Each party, having read, understood, and agreed to be bound by the terms and conditions of this Agreement, do hereby execute said Agreement by affixing their signatures hereto.

PLAINTIFF CARMEN DIAZ

Dated: . . .

Carmen Diaz

NOLA GOLDEN CORRAL, LLC

Dated 06/06/2024

By: Manger
Its: 