

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE**

This CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE (the “Agreement”) is entered into by OLIVIA AGUILAR (hereafter referred to as “Aguilar”) and SIDNEY WAGNER, GARY WAGNER, JOAN PICK, and LISA PICK (attorney in fact for SIDNEY WAGNER) (hereinafter collectively referred to as “Wagners”).

**PLEASE READ CAREFULLY. THIS CONFIDENTIAL
SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A
RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

WHEREAS, Aguilar alleges that various actions of the Wagners during the time of her employment have been wrongful and unlawful.

WHEREAS, Aguilar filed a complaint in the San Diego County Superior Court, Case No. 37-2023-00029645-CU-WT-NC, which she later amended to include a cause of action for Penalties under the Private Attorneys General Act (“PAGA”) (the “Initial Action”), and thereafter the Wagners filed a cross complaint against Aguilar (the “Cross Action”) (the Initial Action and the Cross Action are, collectively, the “Actions”).

WHEREAS, each party has had an opportunity to discuss all aspects of the claims and cross claims and this Agreement with their respective attorneys to the extent each desired, each has been fully advised as to his or her rights, understands that he or she is waiving significant legal rights by signing this Agreement, and enters into this

- 1 -

O. Aguilar OA

S. Wagner [Signature] for SW G. Wagner [Signature]

J. Pick [Signature]

L. Pick [Signature]

Agreement voluntarily, with a full understanding of, and agreement with, all of its terms, for the purpose of receiving the benefits set forth herein.

WHEREAS, Aguilar desires to settle fully and finally all claims, known or unknown, against the Wagners and the Wagners desire to settle fully and finally all claims, known or unknown, against Aguilar, from the beginning of time to the date each party executes this Agreement.

NOW, THEREFORE, in consideration of the premises and promises contained herein, it is agreed as follows:

FIRST: **Non-Admission of Liability.**

This Agreement shall not be construed as an admission by any party, or any of their respective agents, representatives, or employees, of any retaliatory, harassing, abusive, fraudulent, improper, wrongful, tortious, or unlawful actions, or any other wrongdoing whatsoever, against any other party or any other person or persons, and each party specifically denies any wrongdoing whatsoever against any other party or any other person or persons.

SECOND: **No Other or Future Lawsuits, Charges, or Complaints of Any Nature Whatsoever.**

Each party represents that he or she does not presently have on file any complaints, charges, or claims (civil, administrative, or criminal) against any other party

- 2 -

O. Aguilar OA

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J. Pick [Signature]

L. Pick [Signature]

in any court or administrative forum or before any governmental agency or entity, except the Actions referenced above.

Each party further represents that he or she will not hereafter file any complaints, charges, or claims (civil, administrative, or criminal) against any other party with any court or in arbitration based on any action which occurred prior to the date he or she executes this Agreement, including, but not limited to, any claim related to, or in any way arising from, Aguilar's employment with the Wagners or the cessation of that employment, or any events, actions, or omissions thereafter by any party.

Each party further agrees to waive his or her right to any monetary or equitable recovery in connection with any federal, state, or local administrative agency's investigation into any claims arising out of or related to Aguilar's employment with and/or separation from employment with the Wagners to the fullest extent permitted by law.

Notwithstanding Paragraph Seventh set forth herein, this Agreement may be introduced in any proceeding in which any party files an action against the other based on claims released hereunder, for example, if Aguilar files any action against the Wagners alleging unpaid wages, penalties, compensation, or any other monies due to her as a result of her employment with the Wagners. Such introduction shall be pursuant to an order protecting its confidentiality. In the event any party files any other action against another party hereto based on any matter released by this Agreement, including but not limited to a representative action under the Private Attorneys General Act or a

- 3 -

O. Aguilar OA

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G. Wagner [Signature]

J. Pick [Signature]

L. Pick [Signature]

class action, the prevailing party will be entitled to recover their reasonable attorneys' fees and all other provisions of this Agreement shall remain in full force and effect.

THIRD: Dismissal of the Actions.

Aguilar agrees to the dismissal of the Initial Action with prejudice as to all of her individual claims against the Wagners, including her individual PAGA claims, and without prejudice as to her non-individual PAGA claims brought on behalf of anyone other than Aguilar. The Wagners agree to the dismissal of the Cross Action with prejudice. The parties agree and acknowledge that the San Diego County Superior Court shall retain jurisdiction over the parties to enforce the terms of the Agreement until performance in full of the terms of the Agreement pursuant to California Civil Procedure Code Section 664.6. The parties also agree that if one party institutes any legal action or other proceeding against any other party to enforce the provisions of this Agreement or to declare rights and obligations under the Agreement, then the prevailing or otherwise successful party will be entitled to recover reasonable attorney's fees and costs from the non-prevailing or otherwise unsuccessful party.

The parties further agree that they will fully cooperate in accomplishing the terms of this Agreement and will take all reasonable steps, including the preparation and execution of any necessary documents in order to implement the terms of this Agreement. To this end, the parties shall promptly request the dismissal with prejudice of Aguilar's First through Fifth Causes of Action and the Wagners' Cross Action, either on the record before the Court or through the filing of Judicial Council CIV-110 forms.

- 4 -

O. Aguilar OA

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L. Pick 

With respect to Aguilar's PAGA claims, pursuant to California Labor Code § 2699(1)(2), the parties shall promptly file a stipulation to dismiss Aguilar's Sixth Cause of Action for civil penalties under the PAGA, with prejudice as to Aguilar individually and without prejudice as to any other person. This Agreement is required to be disclosed to the Court in conjunction with the stipulation for dismissal of the PAGA claims and the parties shall request that the Court review the Agreement *in camera*. Additionally, Aguilar shall submit this Agreement to the LWDA by uploading it to the California Department of Industrial Relations ("DIR") website at the same time that it is submitted to the Court for review, with the specific sums in Paragraph Fourth redacted other than those allocated for Aguilar's individual PAGA claims. Aguilar shall submit a copy of the Court's order approving the settlement of Aguilar's individual PAGA claims to the LWDA within 10 days after entry of the order.

FOURTH: Benefits to Aguilar.

In exchange for this Agreement, the releases contained herein, and dismissal of the Actions, the Wagners agree to and will pay to Aguilar a gross settlement amount of **CONFIDENTIAL** payable as follows:

- (1) **CONFIDENTIAL** payable to "W Law Client Trust Account"; and
- (2) \$500.00 for Aguilar's PAGA claim, \$375.00 of which shall be payable to the "Labor and Workforce Development Agency" pursuant

- 5 -

O. Aguilar OA

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L. Pick [Signature]

California Labor Code § 2699(i), the remaining \$125.00 to “Olivia Aguilar”.

Checks in the foregoing amounts will be delivered to Aguilar’s counsel by no later than January 19, 2024, provided the following has occurred: (1) counsel for the Wagners receives a copy of the executed Agreement and completed Forms W-9 for Aguilar and her counsel and (2) the Court has entered dismissals of the Action with prejudice as to Aguilar, without prejudice as to the PAGA claims brought on behalf of other allegedly aggrieved employees, and with prejudice as to the Wagners. If the Court has not entered the dismissals of the Actions by January 19, 2024, the settlement payments listed herein will be delivered to Aguilar’s counsel within three (3) business days of the date such dismissals are entered.

The parties understand that this Agreement is contingent on: (1) the dismissal of the entire Initial Action with prejudice as to Aguilar’s individual claims and without prejudice as to PAGA claims of other allegedly aggrieved employees, including the Court’s approval of the settlement and dismissal of the PAGA claims, as set forth herein, pursuant to Labor Code Section 2699(l)(2), and (3) the dismissal of the entire Cross Action with prejudice. The PAGA release is limited to Aguilar and does not release the PAGA claims of any other individual. Should the parties fail to obtain dismissal of the PAGA claims and/or Court approval of this Settlement, the Agreement shall be deemed null and void and the parties shall return to their respective positions in the litigation prior to the execution of the Agreement.

- 6 -

O. Aguilar OA

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Aguilar agrees that payment in this manner is fully satisfactory to her, and by signing this Agreement, fully releases the Wagners from all claims, known and unknown, as indicated in this Agreement, including all rights she would have to bring a representative, class, collective, or other similar action on behalf of others.

FIFTH: Responsibility for Taxes.

The Wagners will issue all legally-required tax reporting forms for the payments described in Paragraph Fourth. However, Aguilar agrees that she is solely responsible for all tax obligations which may arise as a consequence of settlement payments made to her and that she will indemnify and hold the Wagners harmless for any taxes, interest, penalties, and/or related expenses they incur as a result of any dispute over the non-withholding or other tax treatment of the Wagners' settlement payments to her.

SIXTH: No Costs or Attorneys' Fees.

The parties agree that the settlement provided herein is intended to and does bar all claims for injuries, losses, damages, expenses, costs, attorneys' fees, and related expenses arising out of the Actions and that any and all such similar or other claims based on any action which occurred prior to the date they execute this Agreement are hereby unqualifiedly waived by them.

SEVENTH: Confidentiality.

The parties represent that they will keep every term of this Agreement completely confidential and will not hereafter disclose the substance or contents thereof

- 7 -

O. Aguilar OA

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J. Pick [Signature]

L. Pick [Signature]

to any person or persons or otherwise disclose any substance or content of this Agreement through social media outlets or to persons who may publicize the information. The only exceptions are their spouses, adult children, insurers, and tax and/or legal advisors and only if such persons agree to and in fact maintain such confidentiality. The parties further agree that under no circumstances will they induce, encourage, solicit, or assist any other person or entity to file or pursue any proceeding of any kind against any other party.

The parties understand that the settlement herein was entered into solely to avoid the cost and risk of litigation, that such settlement would not have been agreed to except for this representation and commitment, and that any breach of this Paragraph Seventh by a party will entitle the non-breaching party to recover any losses, costs, and attorneys' fees attributable to such breach. The parties further agree that the damages resulting from a breach of this confidentiality provision will be difficult to determine and that therefore the non-breaching party shall be entitled to recover \$10,000.00 as liquidated damages in the event of each proven breach, in addition to reasonable attorneys' fees and costs in any such action.

The parties further agree that they will respond to all inquiries about the Actions with words to the effect of the following: "The matter has been resolved." Additionally, the parties will not inform anyone that they paid or received a payment in connection with the Actions.

- 8 -

O. Aguilar OA

S. Wagner  for SW

G. Wagner 

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L. Pick 

EIGHTH: Complete Release.

Both Aguilar and the Wagners, for themselves and their respective heirs, spouses, relatives, family members, agents, representatives, successors, assigns, and anyone and everyone who could bring a claim on their behalf based on any claims arising out of Aguilar's employment and relationship with the Wagners, do hereby release, acquit, and forever discharge each other and their respective heirs, spouses, relatives, family members, agents, representatives, successors, and assigns (the "Released Parties") from any and all claims, actions, charges, complaints, causes of action, rights, demands, debts, damages or accountings of whatever nature, known or unknown, which they or their respective heirs may have against the Released Parties based on any actions or events which occurred prior to the date they, and each of them, execute this Agreement, including but not limited to those related to, or arising from, Aguilar's employment with the Wagners, the cessation of that employment, or conduct arising post-employment up to the date each party executes this Agreement. To the extent permissible by law, this includes but is not limited to a release of all rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, any tort, any public policy or any federal, state or other governmental statute, regulation or ordinance, and any amendments thereto (such as, but not limited to, provisions of the California Labor Code, including the Private Attorneys General Act, the FEHA, Title VII, the ADA, CFRA, the Elder Abuse and Dependent Adult Civil Protection Act, the Business and Professions Code, and all other laws governing the

- 9 -

O. Aguilar OAS. Wagner  for SWG. Wagner J. Pick L. Pick 

employment of persons in the State of California) (hereinafter collectively, “Claim” or “Claims”) from the beginning of time to the date of execution hereof.

Aguilar, for herself and her former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, further releases, acquits, and discharges the Wagners and their respective spouses, relatives, family members, heirs, agents, representatives, successors, and assigns from all claims for any and all PAGA remedies that were alleged in, or reasonably could have been alleged in, or that were based on, arise from, or relate to the facts stated in the First Amended Complaint, Aguilar’s notice of claims to the LWDA, and that were ascertained in the course of the Initial Action, including any right, claim, or demand for civil penalties pursuant to Labor Code sections 98.6, 226.3, 226.8, 256, 558, 1102.5, and 2699 in connection with alleged violations of the IWC Wage Orders, including Wage Order 15-2001, and Labor Code sections 7, 98, 98.6, 98.7, 200, 201, 202, 203, 204, 204.1, 206, 206.5, 210, 212, 215, 216, 218.6, 221, 222, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 226.8, 230.8, 232.5, 233, 234, 246, 246.5, 247, 247.5, 248.5, 256, 351, 500, 510, 512, 516, 558, 558.1, 1102.5, 1174, 1174.5, 1175, 1182.12, 1193.6, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199, 1454, 2502, 2698, 2699, 2699.3, 2699.5, 2751, and 2802 *et al.* This release of Aguilar’s individual PAGA claims does not release the claims or waive the rights of any other individual besides Aguilar.

Aguilar further represents that she is aware of and has asserted in the Initial Action all alleged violations of the California Labor Code during her employment

- 10 -

O. Aguilar OA

S. Wagner  for SW

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with the Wagners and, as part of this Agreement to resolve the existing dispute between Aguilar and the Wagners, is agreeing to release all claims arising out of those alleged violations, including all claims under the Private Attorneys General Act.

**NINTH: Knowing and Voluntary Waiver of Known and
Unknown Claims.**

IT IS FURTHER UNDERSTOOD AND AGREED that, as a condition of this Agreement, all rights under Section 1542 of the Civil Code of the State of California are expressly waived by the parties. Such Section reads 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.”

In order to achieve a full and complete release of claims, the parties and each of them, acknowledge that this Agreement is intended to and does include in its effect all Claims that they do not know or suspect to exist in his or her favor at the time that each party signs this Agreement.

- 11 -

O. Aguilar OA

S. Wagner  for SW G. Wagner 

J. Pick 

L. Pick 

TENTH: Additional Provisions under the Older Worker Benefits Protection Act.

This Agreement contains a release and waiver of claims under the Age Discrimination in Employment Act (“ADEA Waiver”). By signing this Agreement, Aguilar waives any right or claim for age discrimination under the ADEA up to the date she signs the Agreement but does not waive any claims that arise after that date. In exchange for this ADEA Waiver, Aguilar will receive the consideration described in Paragraph Fourth to which Aguilar agrees she is not already entitled. Aguilar is advised to consult with an attorney prior to executing this Agreement. Aguilar shall have 21 days to review this Agreement (“Review Period”). Aguilar may sign the Agreement at any time during the Review Period but is under no obligation to do so prior to the conclusion of the Review Period. Aguilar may revoke this ADEA Waiver at any time during the seven (7) days following her execution of this Agreement and this Agreement shall not become effective or enforceable until the revocation period has expired. **To revoke this ADEA Waiver after signing the Agreement, such revocation must be in writing, signed, dated, and delivered to Stanley Stringfellow of Kading Brigg LLP via email to sgs@kadingbriggs.com no later than 11:59 p.m. Pacific on the seventh day following Aguilar’s execution of this Agreement.** If Aguilar revokes this ADEA Waiver, the balance of this Agreement (including the general release except for Aguilar’s claims under the ADEA) shall remain effective and enforceable, except that Aguilar shall only be entitled to **CONFIDENTIAL** of the settlement amount listed in subpart (1) of Paragraph

- 12 -

O. Aguilar OA

S. Wagner  for SW

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Fourth and to the amount set forth in subpart (2) of Paragraph Fourth, which Aguilar agrees is adequate consideration for the general release of all non-ADEA claims.

ELEVENTH: Ownership of Claims.

The parties, and each of them, represent and agree that he or she has not assigned or transferred, or attempted to assign or transfer, to any person or entity, any of the Claims he or she is releasing in this Agreement. Aguilar further represents that she is not aware of any liens or claims that can be made against the settlement payment referenced in Paragraph Fourth and that no lien, whether known or unknown, may affect the validity of this settlement.

TWELFTH: Successors.

This Agreement shall be binding upon the parties and upon their respective heirs, administrators, representatives, executors, successors, and assigns and shall inure to the benefit of the parties and others released herein, their representatives, executors, successors, and assigns.

THIRTEENTH: Entire Agreement.

The parties, and each of them, agree that (a) this Agreement is the sole and entire agreement between them, (b) it embodies and includes all terms and commitments between them, and (c) no representations, inducements, coercion, or promises have been made to any of them except as are expressly stated above. If any part of this Agreement

- 13 -

O. Aguilar OA

S. Wagner  for SW

G. Wagner 

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is found to be unenforceable, all remaining provisions or parts thereof shall nevertheless remain valid and enforceable.

FOURTEENTH: **Severability.**

Should any of the provisions in this Agreement be declared or be determined to be illegal or invalid, all remaining parts, terms, or provisions shall be valid and the illegal or invalid portion or provision shall be deemed not to be a part of this Agreement.

FIFTEENTH: **Acknowledgment of Understanding.**

The parties, and each of them, understand that they are waiving legal rights by signing this Agreement and represent that each has had an opportunity to and has been advised to consult with an attorney and/or other persons to the full extent he or she wanted to do so before signing this Agreement. Aguilar further represents that she has been given a reasonable period of time to review and consider this Agreement.

IN WITNESS WHEREOF this Agreement shall have as its effective date the date the Court dismisses the Actions or seven (7) days after Aguilar signs this Agreement, whichever is later.

Olivia Aguilar


Olivia Aguilar (Jan 11, 2024 15:04 PST)

Date: Jan 11, 2024

Sidney Wagner

Designated by:

By Lisa Pick, his attorney in fact

Date: 1/11/2024

- 14 -

O. Aguilar OA

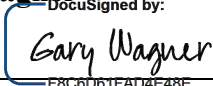
S. Wagner  for SW

G. Wagner 

J. Pick 

L. Pick 

Gary Wagner

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Date: 1/11/2024

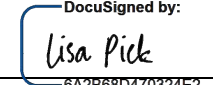
Joan Pick

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Lisa Pick

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Date: 1/11/2024

O. Aguilar 

S. Wagner  for SW

G. Wagner 

J. Pick 

L. Pick 

Aguilar Confidential Settlement Agreement v5 (1.11.24 v.2)

Final Audit Report

2024-01-11

Created:	2024-01-11
By:	Edith Santiago (edith@wlawinc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvgmdip59Q5WgKDLO8ieC3C8y2zxySMEP

"Aguilar Confidential Settlement Agreement v5 (1.11.24 v.2)" History

-  Document created by Edith Santiago (edith@wlawinc.com)
2024-01-11 - 8:24:48 PM GMT
-  Document emailed to oliviaaguilar59@icloud.com for signature
2024-01-11 - 8:26:35 PM GMT
-  Email viewed by oliviaaguilar59@icloud.com
2024-01-11 - 8:44:00 PM GMT
-  Signer oliviaaguilar59@icloud.com entered name at signing as Olivia Aguilar
2024-01-11 - 11:04:22 PM GMT
-  Document e-signed by Olivia Aguilar (oliviaaguilar59@icloud.com)
Signature Date: 2024-01-11 - 11:04:24 PM GMT - Time Source: server
-  Agreement completed.
2024-01-11 - 11:04:24 PM GMT