

1 **STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

2 IT IS HEREBY STIPULATED by and between Plaintiff Berenice de la Torre, on behalf of
3 herself and the Class Members, on the one hand, and Defendant American International Industries, on
4 the other hand, and subject to the approval of the Court, that the Lawsuit is hereby being compromised
5 and settled pursuant to the terms and conditions set forth in this Stipulation of Class and Representative
6 Action Settlement ("Settlement Agreement") and that the Court shall make and enter judgment,
7 subject to the continuing jurisdiction of the Court as set forth below, subject to the definitions, recitals
8 and terms set forth herein which by reference become an integral part of this Settlement Agreement.

9 **DEFINITIONS**

10 1. "Administration Costs" means fees or costs of settlement administration services
11 rendered in administering the settlement.

12 2. "Attorneys' Fees and Costs" means the amount the Court authorizes to be paid to Class
13 Counsel for attorneys' fees, not to exceed 33-1/3% of the Gross Settlement Amount, and litigation
14 costs incurred in connection with the Lawsuit, not to exceed \$25,000, paid from the Gross Settlement
15 Amount.

16 3. "Class Counsel" means CounselOne, P.C.

17 4. "Class" or "Class Member(s)" means all current and former hourly-paid or non-exempt
18 employees who worked for Defendant American International Industries, and/or its predecessor or
19 merged entities, within the State of California during the Class Period.

20 5. "Class List" means a list (or list) of contact information, compiled by Defendant based
21 on its records, containing the following information for each Class Member: full name, last-known
22 mailing address, last-known telephone number, Social Security number, number of Workweeks during
23 the Class Period, number of pay periods during the PAGA Period, along with the start and end dates
24 of employment in an hourly-paid or non-exempt position at any of Defendant's locations in California
25 during the Class Period.

26 6. "Class Notice" means the document to be sent via first class U.S. mail to the Class
27 following Preliminary Approval, in substantially the form that is attached hereto as "EXHIBIT 1," or
28 otherwise approved by the Court, which will notify Class Members of the settlement, explain the basic

1 terms of the Settlement Agreement, and inform Class Members of their options with regard to the
2 settlement along with the Share Form.

3 7. "Class Period" means the period beginning on February 01, 2017 and ending on the
4 date that is forty-five (45) calendar days after the last signature on this Settlement Agreement. The
5 Class Period begin date in the matter *sub judice* was selected, in part, based on the class settlement
6 release period identified in the overlapping and preceding litigation entitled, *Garcia v. American*
7 *International Industries*, Los Angeles Superior Court Case No. BC560886 (granted final approval on
8 July 31, 2018).

9 8. "Court" means the Superior Court for the State of California, County of Los Angeles.

10 9. "Defendant" means American International Industries.

11 10. "Defendant's Counsel" means Bent Caryl & Kroll, LLP.

12 11. "Effective Date" will be the date of entry of the Final Approval Order and Judgment if
13 no objections to the settlement are filed. If objections are filed and overruled or withdrawn, and no
14 appeal is taken, then the Effective Date will be sixty-five (65) calendar days after the entry of the Final
15 Approval Order and Judgment. If an appeal is taken from the Court's overruling of objections to the
16 settlement, then the Effective Date will be twenty (20) calendar days after the appeal is dismissed or
17 after an appellate decision affirming the Final Approval Order and Judgment becomes final.

18 12. "Enhancement Payment" means the amount that the Court authorizes to be paid to
19 Plaintiff, Bernice de la Torre, in addition to her Individual Settlement Payment, in recognition of her
20 efforts and risks in assisting with the prosecution of the Lawsuit and in exchange for her executing a
21 General Release of Defendant, paid from the Gross Settlement Amount.

22 13. "Final Approval Hearing" means the hearing following Preliminary Approval and
23 distribution of the Class Notice to the Class, at which the Court will determine whether to fully and
24 finally approve the fairness and reasonableness of this Settlement Agreement, and at which Plaintiff
25 will request that the Court enter the Final Approval Order and Judgment, approve and award
26 Attorneys' Fees and Costs, Enhancement Payment, Individual Settlement Payments, Administration
27 Costs, and LWDA Payment, and take other appropriate or necessary action as described herein.

28 14. "Final Approval Hearing Date" means the date of the Final Approval Hearing.

1 15. “Final Approval Order and Judgment” means the order or orders entered by the Court
2 that, *inter alia*, finally approve(s) this Settlement, disposes of all issues raised in the Lawsuit by way
3 of judgment in conformity with California Rules of Court 3.769, and awards and orders the payment
4 of all required amounts pursuant to the terms of this Settlement Agreement.

5 16. “Gross Settlement Amount” or “GSA” means the maximum total payment of Two
6 Million Four Hundred Thousand Dollars (\$2,400,000) payable by Defendant under this Settlement
7 Agreement, inclusive of all Individual Settlement Payments to participating Class Members,
8 Attorneys’ Fees and Costs, Administration Costs, Enhancement Payment to Plaintiff for her role as
9 class representative, and the LWDA Payment. The Gross Settlement Amount is non-reversionary,
10 subject to increase pursuant to Paragraph 52, and exclusive of employer-side payroll taxes which shall
11 be paid separately.

12 17. “Individual Settlement Share(s)” means a participating Class Member’s *pro rata* share
13 of the Net Settlement Amount, which is to be determined in conformity with Paragraph 46(e), which
14 is inclusive of the employee-side payroll taxes, contributions, and withholdings with respect to the
15 wages portion of the Individual Settlement Shares (“Employee Taxes”). The net payment of Individual
16 Settlement Shares, after reduction for Employee Taxes is referred to as “Individual Settlement
17 Payment(s).”

18 18. “Lawsuit” means the action entitled *Berenice de la Torre, et al. v. American*
19 *International Industries, et al.* filed on August 4, 2020 in the Los Angeles County Superior Court and
20 assigned case number 20STCV29551.

21 19. “LWDA Payment” means the payment that is to be approved by the Court pursuant to
22 Labor Code section 2699 and distributed as follows: seventy-five (75%) of the PAGA Payment (*i.e.*,
23 \$150,000) to the California Labor and Workforce Development Agency (“LWDA”) and twenty-five
24 (25%) (*i.e.*, \$50,000) to the Class Members employed during the PAGA Period. Class Counsel shall
25 give timely notice of the settlement to the LWDA under Labor Code section 2699(l)(2).

26 20. “Net Settlement Amount” or “NSA” means the portion of the Gross Settlement Amount
27 that is available for distribution to Settlement Class Members, which will be the Gross Settlement
28 Amount less the amounts awarded for Attorneys’ Fees and Costs, Enhancement Award, PAGA

1 Payment, and Administration Costs.

2 21. "Notice Plan" means the plan for the provision of notice to all Class Members under
3 this Settlement Agreement.

4 22. "PAGA Payment" means the payment of penalties pursuant to the California Labor
5 Code sections 2968 *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"), that
6 the Parties have agreed is a reasonable sum to be paid in settlement of the PAGA claims encompassed
7 by the underlying allegations in the Lawsuit, which is \$200,000.

8 23. "PAGA Period" means the period beginning on July 24, 2019 and ending on the day
9 that is forty-five (45) calendar days after the last signature on this Settlement Agreement.

10 24. "Parties" means Plaintiff, individually and on behalf of all Class Members as defined
11 in Paragraph 4 above, and Defendant, who are individually referred to as "Party."

12 25. "Plaintiff" or "Class Representative" means Berenice de la Torre.

13 26. "Plaintiff's Released Claims" means that, in addition to the Settlement Class Members'
14 Released Claims, in exchange for the consideration recited in this Settlement Agreement, including
15 but not limited to the Enhancement Award, Plaintiff Berenice de la Torre releases, acquits, discharges,
16 covenants not to sue any of the Released Parties for any claim, whether known or unknown, which
17 she has ever had or hereafter may claim to have, arising on or before the date she signed this Settlement
18 Agreement, including without limitation to, any claims relating to or arising out of any aspect of her
19 relationship with Defendant American International Industries, along with a General Release of
20 Released Parties. The specific terms and details of which are set forth in Paragraph 45.

21 27. "Preliminary Approval Order" means the order to be entered by the Court that
22 preliminarily approves the terms and conditions of this Settlement Agreement, including the content
23 of Class Notice and Notice Plan, and sets a Final Approval Hearing.

24 28. "Released Parties" means Defendant American International Industries, and each of
25 its former and present parents, officers, directors, employees, partners, shareholders, owners, trustees,
26 representatives, agents, attorneys, subsidiaries, related companies/corporations and/or partnerships,
27 divisions, assigns, predecessors, successors, affiliates, and insurers, and all of their respective
28 successors, subsidiaries, assigns, or legal representatives.

1 29. “Response Deadline” means the date sixty (60) days after the Settlement Administrator
2 mails Class Notice to Class Members and the last date on which Class Members may submit an opt-
3 out/request for exclusion or object to the settlement.

4 30. “Settlement Administrator” means CPT Group, Inc., the neutral third-party
5 administrator mutually agreed upon by the Parties, subject to approval by the Court.

6 31. “Settlement Class” or “Settlement Class Members” means Class Members who have
7 not submitted a timely and valid Opt-Out/Request for Exclusion pursuant to Paragraph 53.

8 32. “Settlement Class Members’ Released Claims” means all wage-and-hour claims
9 contained in the operative First Amended Complaint (“FAC”) in the Lawsuit, or that were or could
10 have been asserted in the Lawsuit based on the facts, circumstances, transactions, occurrences, acts,
11 omissions, or failures to act alleged by Plaintiff in the operative complaint during the Class Period.
12 The Settlement Class Members’ Released Claims include all claims based on allegations for: (1)
13 failure to pay minimum wages; (2) failure to pay overtime wages; (3) non-compliant meal periods
14 and/or failure to make premium payments thereon; (4) non-compliant rest breaks and/or failure to
15 make premium payments thereon; (5) failure to provide accurate itemized wage statements; (6) failure
16 to maintain and keep accurate records; (7) failure to reimburse for business expenses; (8) untimely
17 wages during employment; (9) failure to pay all wages due upon separation of employment; (10) unfair
18 business practices related to the Settlement Class Members’ Released Claims; (11) violation of PAGA
19 (codified in California Labor Code § 2698, *et seq.*); and (12) as well as any violation of the Industrial
20 Welfare Commission Wage Orders (“Wage Orders”) and California Labor Code as alleged or arising
21 from claims that could have been pled based on the facts alleged in the operative pleadings, along with
22 any potential penalties, interest, or attorneys’ fees based on the alleged failure set forth in (1) through
23 (12) above. This release excludes the release of claims not permitted by law. The specific terms and
24 details of which are set forth in Paragraph 44.

25 33. “Workweek(s)” means a seven-day work week during the Class Period during which,
26 based on Defendant’s records, Class Members were actively employed by Defendant in an hourly-
27 paid or non-exempt position in California.

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RECITALS

34. **Procedural History.** Plaintiff filed her complaint on August 04, 2020 in the Los Angeles County Superior Court, alleging: (1) failure to pay minimum wages pursuant to Labor Code §§ 1194, 1194.2, 1197, 1197.1, and 1199; (2) failure to pay overtime pursuant to Labor Code §§ 510, 1198, and 1199; (3) failure to provide compliant meal periods and/or pay premiums owed thereon in violation of Labor Code §§ 226.7 and 512(a); (4) failure to provide compliant rest breaks and/or pay premiums owed thereon in violation of Labor Code § 226.7; (5) failure to reimburse business expenses incurred in violation of Labor Code §§ 2800 and 2802; (6) failure to provide accurate itemized wage statements in violation of Labor Code § 226(a); (7) failure to pay all wages owed timely during employment and upon termination in violation of Labor Code §§ 201-204; (8) failure to keep requisite payroll records in violation of Labor Code § 1174(d); (9) violations of California Business and Professions Code § 17200, *et seq.*; and (10) violation of the Private Attorneys General Act of 2004 (“PAGA”), codified in Labor Code § 2698, *et seq.*

35. **Pre-Filing PAGA Notice.** On July 24, 2020, Plaintiff’s counsel provided pre-filing written notice to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendant of the above-identified allegations on behalf of Plaintiff and similarly situated aggrieved employees in accord with the PAGA, California Labor Code § 2698, *et seq.*

36. **Amended Pleading To Allege PAGA Exhaustion.** On November 24, 2020, Plaintiff filed her First Amended Complaint that updated her PAGA claim to allege exhaustion of her administrative agency obligations after awaiting the requisite sixty-five (65) days’ notice period.

37. **Defendant Answered.** Defendant filed its Answer to Plaintiff’s First Amended Complaint making a general denial and asserting sixteen (16) affirmative defenses on May 27, 2021.

38. **Informal And Formal Discovery And Investigation.** The Parties engaged in extensive informal and formal discovery and investigation, and such was sufficient to allow the Parties to evaluate the case prior to settlement. In advance of mediation, the Parties agreed to an informal exchange of data. For example, Class Counsel requested production of key information such as the number of putative class members and aggrieved employees, relevant wage and hour policies, time and payroll records, rates of pay, among other things. Class Counsel also analyzed time and payroll

1 records to determine violation rates across the Class, along with other relevant data counts. Further,
2 after their mediation yet in advance of settlement, Plaintiff propounded written discovery consisting
3 of multiple sets of special interrogatories, form interrogatories, requests for production of documents,
4 and person most knowledgeable notices of deposition. The parties met and conferred regarding the
5 discovery.

6 39. **Mediation.** On April 19, 2021, after having performed extensive investigation and
7 analysis of the legal and factual issues and risks, the Parties participated in a full-day mediation before
8 mediator, Jeffrey Krivis, Esq. of First Mediation Corporation, in an attempt to resolve the Lawsuit.
9 The settlement discussions were conducted at arm's-length. Several months later, with mediator
10 Krivis' assistance and a mediator's proposal, the Parties came to agreement on all material terms of
11 this settlement and resolution of the Lawsuit.

12 40. **Benefits of Settlement to Class Members.** Plaintiff and Class Counsel recognize the
13 expense and length of continued proceedings necessary to litigate their disputes through trial and
14 through any possible appeals. Plaintiff has also taken into account the uncertainty and risks of the
15 outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and
16 Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims
17 asserted in the Lawsuit, both generally and in response to Defendant's defenses thereto, and the
18 difficulties in establishing damages for Class Members. Plaintiff and Class Counsel have also taken
19 into account the extensive settlement negotiations conducted. Based on the foregoing, Plaintiff and
20 Class Counsel have determined that the settlement set forth herein is a fair, adequate and reasonable
21 settlement, and is in the best interests of Class Members.

22 41. **Defendant's Reasons for Settlement and Non-Admission.** Defendant has concluded
23 that any further defense of this litigation would be protracted and expensive for all Parties. Substantial
24 amounts of time and resources of Defendant have and, unless this settlement is made, will continue to
25 be devoted to the defense of the claims asserted by Plaintiff and Class Members. Defendant has also
26 taken into account the risks of further litigation in reaching its decision to enter into this Settlement
27 Agreement. Despite continuing to contend that it is not liable for any of the claims set forth by Plaintiff,
28 Defendant has, nonetheless, agreed to settle in the manner and upon the terms set forth in this

1 Settlement Agreement to put to rest the claims as set forth in the Lawsuit. Defendant has claimed and
2 continues to claim that the Plaintiff's Released Claims and Settlement Class Members' Released
3 Claims have no merit and do not give rise to liability. This settlement is a compromise of disputed
4 claims.

5 42. **This Settlement Is Fair, Adequate and Reasonable.** The Parties believe this
6 settlement is a fair, adequate and reasonable settlement of this Lawsuit and have arrived at this
7 settlement after extensive arms-length negotiations, taking into account all relevant factors, present
8 and potential. In addition, the mediator may, at his discretion, execute a declaration supporting the
9 settlement and the reasonableness of this settlement, and the Court, may in its discretion, contact the
10 mediator to discuss the settlement and whether or not the settlement is fair and reasonable.

11 **TERMS AND CONDITIONS**

12 **NOW, THEREFORE**, in consideration of the Recitals listed above and the promises and
13 warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of
14 the consideration and undertakings set herein, the Plaintiff, individually and on behalf of Class
15 Members, on the one hand, and Defendant, on the other hand, agree that the Lawsuit shall be, and is
16 finally and fully compromised and settled on the following terms and conditions, subject to Court
17 approval:

18 43. **Non-Admission of Liability.** The Parties enter into this Settlement Agreement to
19 resolve the Lawsuit and to avoid the burden, expense, and risk of continued litigation. In entering into
20 this Settlement Agreement, Defendant does not admit, and specifically denies, that it has: violated any
21 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute
22 or any other applicable laws, regulations or legal requirements; breached any contract; violated or
23 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
24 conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or
25 provisions, nor any of the negotiations connected with it, shall be construed as an admission or
26 concession by Defendant of any such violation(s) or failure(s) to comply with any applicable law.
27 Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement
28 Agreement and its terms and provisions shall not be offered or received as evidence in any action or

1 proceeding to establish any liability or admission on the part of Defendant or to establish the existence
2 of any condition constituting a violation of, or a noncompliance with, federal, state, local or other
3 applicable law. In addition, as set forth herein, the Parties intend this settlement to be contingent upon
4 the Preliminary Approval and Final Approval of this Settlement Agreement; and the Parties do not
5 waive, and instead expressly reserve, their respective rights to prosecute and defend the Lawsuit as if
6 this Settlement Agreement never existed in the event the settlement is not finally approved as set forth
7 herein.

8 44. **Release of Claims.**

9 As of the Effective Date, Plaintiff and all Class Members who did not opt-out of the settlement,
10 for and in consideration of the Gross Settlement Amount, along with the terms and in undertakings
11 herein, the sufficiency and fairness of which are acknowledged, release and forever discharge
12 Defendant American International Industries, and each of its former and present parents, officers,
13 directors, employees, partners, shareholders, owners, trustees, representatives, agents, attorneys,
14 subsidiaries, related companies/corporations and/or partnerships, divisions, assigns, predecessors,
15 successors, affiliates, and insurers, and all of their respective successors, subsidiaries, assigns, or legal
16 representatives (again, the "Released Parties"), from any and all wage-and-hour claims contained in
17 the operative First Amended Complaint ("FAC") in the Lawsuit, or that were or could have been
18 asserted in the Lawsuit based on the facts, circumstances, transactions, occurrences, acts, omissions,
19 or failures to act alleged by Plaintiff in the operative complaint during the Class Period. The Settlement
20 Class Members' Released Claims include all claims based on allegations for: (1) failure to pay
21 minimum wages; (2) failure to pay overtime wages; (3) non-compliant meal periods and/or failure to
22 make premium payments thereon; (4) non-compliant rest breaks and/or failure to make premium
23 payments thereon; (5) failure to provide accurate itemized wage statements; (6) failure to maintain
24 and keep accurate records; (7) failure to reimburse for business expenses; (8) untimely wages during
25 employment; (9) failure to pay all wages due upon separation of employment; (10) unfair business
26 practices related to the Settlement Class Members' Released Claims; (11) violation of PAGA (codified
27 in California Labor Code § 2698, *et seq.*); and (12) as well as any violation of the Industrial Welfare
28 Commission Wage Orders ("Wage Orders") and California Labor Code as alleged or arising from

1 claims that could have been pled based on the facts alleged in the operative pleadings, along with any
2 potential penalties, interest, or attorneys' fees based on the alleged failure set forth in (1) through (12)
3 above. This release excludes the release of claims not permitted by law.

4 Notwithstanding the foregoing, all Class Members, whether or not they submit a request for
5 exclusion from the Settlement Class, employed by Defendant during the PAGA Period will receive a
6 PAGA payment and will no longer be able to seek penalties pursuant to the PAGA, arising from any
7 and all claims contained in the FAC, or that were or could have been asserted based on the facts,
8 circumstances, transactions, occurrences, acts, omissions, or failures to act alleged by Plaintiff in the
9 FAC during the PAGA Period, including claims for unpaid wages, non-compliant meal and rest
10 breaks, late payment of final wages, failure to reimburse for business expenses, and inaccurate wage
11 statements.

12 45. **General Release by Plaintiff Only.** As of the Effective Date, in addition to the
13 Settlement Class Members' Released Claims and in exchange for and in consideration of the
14 Individual Settlement Payment and Class Representative Enhancement Payment, along with the terms
15 and undertakings herein, the sufficiency and fairness of which are acknowledged, Plaintiff Berenice
16 de la Torre, individually, releases, acquits, discharges, and covenants not to sue American
17 International Industries and any of the Released Parties for any claim, whether known or unknown,
18 which she has ever had, or hereafter may claim to have, arising on or before the date she signed this
19 Settlement Agreement including without limitation to, any claims relating to or arising out of any
20 aspect of her relationship with Defendant American International Industries, along with a General
21 Release of Released Parties. The release by Plaintiff includes a waiver of her individual rights under
22 Section 1542 of the Civil Code of the State of California states as follows:

23 **A general release does not extend to claims that the creditor or**
24 **releasing party does not know or suspect to exist in his or her favor**
25 **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.

26 Accordingly, if the facts relating in any manner to this Settlement Agreement are found hereafter to
27 be other than or different from the facts now believed to be true, the release of claims contained herein
28 shall be effective as to all unknown claims (again, "Plaintiff's Released Claims").

1 46. Payments under the Settlement. In consideration of the mutual covenants and
2 promises set forth herein, Defendant agrees to make a total payment under this Settlement Agreement
3 in an amount up to but not to exceed the Gross Settlement Amount of Two Million Four Hundred
4 Thousand Dollars (\$2,400,000). In no event shall Defendant be required to pay any amount above the
5 Gross Settlement Amount under this settlement and this Settlement Agreement, except that the
6 payment of employer's share of payroll taxes and contributions in connection with the wages portion
7 of the payouts to Settlement Class Members will be in addition to the Gross Settlement Amount. The
8 Parties agree that the Gross Settlement Amount will be paid by Defendant on a non-reversionary basis
9 and no portion of the Gross Settlement Amount will revert to Defendant. The Parties agree, subject to
10 Court approval, that the Gross Settlement Amount shall be apportioned as follows:

11 a. Plaintiff will apply to the Court for an award of attorneys' fees of no more than
12 one-third (33.33%) of the Gross Settlement Amount (*i.e.*, no more than Eight Hundred Thousand
13 Dollars (\$800,000)) to Class Counsel ("Attorneys' Fees") and for an award of reimbursement of actual
14 litigation costs and expenses up to Twenty-Five Thousand Dollars (\$25,000) to Class Counsel
15 ("Attorneys' Costs"). The Attorneys' Fees and Attorneys' Costs (again, in the aggregate, "Attorneys'
16 Fees and Costs") are included in, and will be paid from, the Gross Settlement Amount. Defendant will
17 not oppose such application.

18 b. Plaintiff will also apply to the Court for payment to the Settlement Administrator
19 for the costs of notice and settlement administration not to exceed Twenty Thousand Dollars (\$20,000)
20 (again, "Administration Costs"). The Administration Costs are included in, and will be paid from, the
21 Gross Settlement Amount. Defendant will not oppose such application.

22 c. Plaintiff will apply to the Court for payment in the amount of Seven Thousand
23 Five Hundred Dollars (\$7,500) to Plaintiff Bernice de la Torre (again, "Enhancement Payment"), for
24 her services and responsibilities in prosecuting the Lawsuit. The Enhancement Payment is included
25 in, and will be paid from, the Gross Settlement Amount. Defendant will not oppose such application.

26 d. The amount of Two Hundred Thousand Dollars (\$200,000) is allocated towards
27 penalties pursuant to California Labor Code Section 2698, *et seq.* ("PAGA Payment"), of which the
28 LWDA will be paid in the amount of One Hundred and Fifty Thousand Dollars (\$150,000) ("LWDA

1 Payment”) and the amount of Fifty Thousand Dollar (\$50,000) will remain available for distribution
2 on a *pro rata* pay periods basis to all Class Members (*i.e.*, individual recovery depends on each Class
3 Member’s ratio of his or her pay periods relative to the total of pay periods of all Class Members) who
4 worked during the PAGA Period, and irrespective of whether he or she is a Settlement Class Member.
5 The PAGA Payment will be included in, and will be paid from, the Gross Settlement Amount.

6 e. The Net Settlement Amount will be the amount that is available for distribution
7 to Settlement Class Members on a *pro rata* basis based on Workweeks. The Settlement Administrator
8 will determine each Settlement Class Member’s individual Workweeks in accordance with Paragraph
9 33. The sum of all Settlement Class Members’ individual Workweeks will be the “Total Workweeks.”
10 The Net Settlement Amount will be divided by the Total Workweeks to yield the “Workweek Value.”
11 Each Settlement Class Member’s Individual Settlement Share will be determined by multiplying his
12 or her individual Workweeks by the Workweek Value. After reduction of Employee Taxes from each
13 Settlement Class Member’s Individual Settlement Share, the net result will yield his or her Individual
14 Settlement Payment.

15 47. **No Credit Toward Benefit Plans.** Payments made to Plaintiff and Class Members
16 under this Settlement Agreement under the settlement shall not be utilized to calculate any additional
17 benefits under any benefit plans to which they may be eligible, including, but not limited to, under
18 profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans,
19 PTO plans, and any other benefit plan. Rather, it is the Parties’ intention that this Settlement
20 Agreement will not affect any rights, contributions, or amounts to which Plaintiff and/or any Class
21 Member may be entitled under any benefit plans.

22 48. **Taxation of Settlement Proceeds.**

23 a. The Parties agree that twenty five (25%) of each Individual Settlement Share
24 will be considered taxable wages and will be reported as such to each Settlement Class Member on a
25 W-2 Form. The Parties agree that seventy five percent (75%) of each Individual Settlement Share will
26 be considered interest and penalties and will be reported as such to each Settlement Class Member on
27 an IRS Form 1099 (if required).

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1 b. The Settlement Administrator shall calculate and remit to applicable taxing
2 authorities sufficient amounts for the Employee and Employer Taxes. Any funds returned by taxing
3 authorities due to cancellation of any Individual Settlement Payment checks will be transmitted in
4 accordance with Paragraph 56(c), the same as all other residual funds associated with Individual
5 Settlement Payment checks.

6 c. The Settlement Administrator will issue appropriate tax forms to each
7 Settlement Class Member consistent with the foregoing breakdown.

8 d. All Parties represent that they have not received, and shall not rely on, advice
9 or representations from Class Counsel or Defendant's Counsel regarding the tax treatment of payments
10 under federal, state, or local law, and that no representations have been made to them regarding the
11 taxability of any payments under the Settlement.

12 e. Class Counsel will be issued an IRS Form 1099 for Attorneys' Fees and Costs
13 awarded by the Court. Except as provided herein, each of the Parties shall bear his, her, their, or its
14 own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or settlement of the
15 Lawsuit.

16 f. Plaintiff will be issued an IRS Form 1099 for any Enhancement Payment. The
17 Enhancement Payment payable to Plaintiff shall be in addition to the Individual Settlement Payment
18 she is contemplated to receive under this Settlement Agreement.

19 49. **Notice Procedure.**

20 a. The Parties shall use CPT Group, Inc. as the Settlement Administrator to
21 distribute the Class Notice, distribute payments under the Settlement Agreement, handle tax reporting,
22 establish and host a dedicated case settlement website, and field questions with a telephonic hotline.

23 b. Defendant will provide the Settlement Administrator with the Class List within
24 fifteen (15) calendar days following the date of Preliminary Approval. The Class List and any other
25 data provided by Defendant to the Settlement Administrator shall be treated as confidential and shall
26 not be used by the Settlement Administrator for any purpose other than as permitted by this Settlement
27 Agreement. The Settlement Administrator will keep the list confidential, use it only for the purposes
28 described herein, and ensure that any other communications to Class Members shall not include the

1 Class Members' Social Security Number except for the last four digits.

2 c. The Settlement Administrator shall be responsible for:

3 i. Mailing the Class Notice to the Class Members as directed by the Court;

4 ii. Consulting with counsel for the Parties concerning any relevant issue,
5 including (without limitation) the estimated amounts of Individual Settlement Shares and Individual
6 Settlement Payments;

7 iii. Receiving and processing Workweek Disputes and rejecting timely or
8 improper Workweek Disputes;

9 iv. Keeping track of Requests for Exclusion, and rejecting untimely or
10 improper Requests for Exclusion;

11 v. Keeping track of Objections that it receives;

12 vi. Calculation and distribution of payments in accordance with this
13 Settlement Agreement and the Court's orders;

14 vii. Providing weekly status reports to counsel for the Parties, including: (a)
15 the number of Class Notices mailed; (b) the number of Workweek Disputes received; (c) the number
16 of Objections received; and (d) the number of Requests for Exclusion received;

17 viii. No later than twenty-one (21) calendar days before the Final Approval
18 Hearing, preparing and providing to Class Counsel and Defendant's Counsel, for filing with the Court
19 in support of Plaintiff's motion for final approval of the settlement, a declaration of due diligence
20 setting forth its compliance with its obligations under this Settlement Agreement;

21 ix. Notifying Defendant's Counsel, within three (3) business days after the
22 Effective Date, of the wiring instructions to fund the Gross Settlement Amount, which must be paid
23 by Defendant in the amounts and in accordance with the deadlines set forth in Paragraph 56(a);

24 x. Distributing payments due under the Settlement Agreement;

25 xi. Issuing a W-2 Form to each Settlement Class Member for the wage
26 portion of each Individual Settlement Share, a 1099 Form (if required) to each Settlement Class
27 Member for the non-wage portion of each Individual Settlement Share, a 1099 Form to Plaintiff for
28 the Enhancement Award, a 1099 Form to Class Counsel for the Attorneys' Fees and Costs award, and

1 a 1099 Form to the Settlement Administrator for all Administration Costs; and,

2 xii. Such other tasks as the Parties mutually agree or the Court orders the
3 Settlement Administrator to perform, including responding to questions from Class Members.

4 d. Within twenty (20) calendar days after Preliminary Approval, the Settlement
5 Administrator shall mail the Class Notice to all persons shown by Defendant's records to be Class
6 Members, as reflected in the Class List, via first class U.S. mail, using the most current mailing address
7 available after a National Change of Address search. The Class Notice shall state an estimate of each
8 Class Member's respective Individual Settlement Share and the number of Workweeks credited to him
9 or her.

10 e. Any Class Notice(s) returned to the Settlement Administrator as undelivered
11 within fifteen (15) calendar days of initial mailing and bearing a forwarding address shall be re-mailed
12 by the Settlement Administrator within three (3) business days following receipt of the returned mail.
13 For any such Class Notice returned to the Settlement Administrator without a forwarding address, the
14 Settlement Administrator shall first conduct a National Change of Address search as required for
15 undeliverable notices, followed by a computer/SSN and "skip trace" search to obtain an updated
16 address, and shall promptly re-mail the Class Notice to any newly-found address or addresses. The
17 Settlement Administrator shall also re-mail by first class U.S. mail any such Class Notice returned by
18 the Post Office with a forwarding address. It shall be conclusively presumed that those Class Members
19 whose re-mailed Class Notice is not returned to the Settlement Administrator as undeliverable within
20 five (5) calendar days after re-mailing, received the Class Notice.

21 f. Class Counsel shall provide the Court with a declaration from the Settlement
22 Administrator confirming that the Class Notice was mailed to all Class Members as required by this
23 Settlement Agreement, as well as any additional information Class Counsel deems appropriate to
24 provide to the Court, before the Final Approval Hearing.

25 50. **Settlement Payments.** Class Members are not required to submit a claim form to
26 receive a settlement payment.

27 ///

28 ///

1 51. **Submission of Workweek Disputes.**

2 a. If any Class Member disputes the Workweeks set forth on the Class Notice
3 during the Class Period (“Workweeks Dispute”), the Class Member may submit documentation
4 supporting his or her position by mail to the Settlement Administrator no later than sixty (60) calendar
5 days from the date the Class Notice is originally mailed by the Settlement Administrator, (“Response
6 Deadline”). Workweek Disputes not postmarked or confirmed received by the Settlement
7 Administrator on or before the Response Deadline will be considered late and may be summarily
8 rejected by the Settlement Administrator, in consultation with Class Counsel and Defendant’s
9 Counsel.

10 b. The Settlement Administrator will notify counsel for the Parties via email. If
11 there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an
12 adjustment is warranted. The Parties and the Settlement Administrator will evaluate the evidence and
13 discuss in good faith how many Workweeks to be credited and in conformity with Paragraph 46(e). If
14 the Parties and the Settlement Administrator do not reach agreement, the Court will make the final
15 determination as to how many Workweeks should be credited.

16 52. **Pro-Rata Increase of Gross Settlement Amount.**

17 Defendant’s best estimate of the Class size as of the date of this Settlement Agreement is 592
18 individuals, and Plaintiff is entering into this Settlement Agreement based on that representation. In
19 the event it is determined that the actual number of putative class members exceeds 592 by more than
20 10%, then the Gross Settlement Amount shall be increased by the percentage amount in excess of 10%.
21 For example, if the actual number of putative class members is determined to be 11% higher than 592,
22 the Gross Settlement Amount shall be increased by 1%. However, the Gross Settlement Amount will
23 not be reduced based on Defendant’s estimated Class size.

24 53. **Opt-Out Procedure.**

25 a. Class Members will have sixty (60) days until the Response Deadline to mail
26 by first class U.S. mail, with proof of date of submission to be the postmark date, a written request to
27 opt out of the settlement (“Request for Exclusion”). Unless a Class Member submits a timely and valid
28 Request for Exclusion, he/she shall be bound by the terms and conditions of this Settlement

1 Agreement, including the release of claims as set forth herein.

2 b. A Request for Exclusion, in order to be deemed valid, must: (1) be signed by
3 the Class Member; (2) contain the case name and case number of the Lawsuit; (3) contain the Class
4 Member's full name, telephone number, and mailing address; and (4) clearly state that the Class
5 Member wants to opt out of the settlement.

6 c. Upon receipt of any timely Request for Exclusion, the Settlement Administrator
7 shall review the request to verify the information contained therein and confirm that the request
8 complies with the requirements of this Settlement Agreement.

9 d. Any Class Member who fails to submit via first class U.S. mail a timely,
10 complete, and valid Request for Exclusion shall be barred from opting out of the settlement. The
11 Settlement Administrator shall not review or consider any Request for Exclusion postmarked after the
12 Response Deadline. Under no circumstances shall the Settlement Administrator have the authority to
13 extend the Response Deadline for Class Members to file a Request for Exclusion, except as ordered
14 by the Court or mutually agreed by the Parties.

15 e. Plaintiff agrees not to request to be excluded from the settlement.

16 **54. Defendant's Right To Cancel.**

17 If fifteen percent (15%) or more of the Class Members submit a timely and valid Request for
18 Exclusion, Defendant shall have the sole and absolute discretion to withdraw from this Settlement
19 Agreement within ten (10) calendar days after the Response Deadline by providing written notice of
20 such withdrawal to Class Counsel. In the event that Defendant elects to withdraw as set forth in this
21 provision, the withdrawal shall have the same effect as a termination of this Settlement Agreement for
22 failure to satisfy a condition of settlement and shall become null and void and have no further force or
23 effect. If Defendant exercises its option to terminate this settlement, it shall pay all Settlement
24 Administration Costs incurred up to the date and as a result of the termination.

25 **55. Objections to Settlement.**

26 a. Any Settlement Class Member may object to the settlement by mailing a written
27 objection to the Settlement Administrator ("Objection"). To be timely, Objections must be mailed to
28 the Settlement Administrator, postmarked on or before the Response Deadline.

1 b. An Objection must: (1) be signed by the Class Member; (2) contain the case
2 name and case number of the Lawsuit; (3) contain the Class Member's full name, telephone number,
3 and mailing address; (4) clearly state the factual and legal basis for objecting to the settlement; (5)
4 indicate whether the Class Member is represented by counsel and identify said counsel; and (6)
5 indicate whether the Class Member intends to appear at the Final Approval Hearing and seeks to be
6 heard at the Final Approval Hearing. The Settlement Administrator will provide the Parties' counsel
7 with any objections received and also attach the objections as exhibits to its declaration regarding due
8 diligence that will be filed with the Court in advance of the Final Approval Hearing.

9 c. Settlement Class Members have the right to appear and have their objections
10 heard or offer comments at the Final Approval Hearing, either in person or through a lawyer retained
11 at their own expense. Class Counsel will not represent any Settlement Class Members with respect to
12 such objections.

13 56. **Settlement Proceeds Distribution Deadlines.**

14 a. Defendant shall fund the Gross Settlement Amount within ten (10) business
15 days after the Effective Date in the amount of Two Million Four Hundred Thousand Dollars
16 (\$2,400,000) to be paid by American International Industries. If the Gross Settlement Amount
17 increases pursuant to Paragraph 52, then the amount to be paid by American International Industries
18 will proportionally increase.

19 b. No later than ten (10) calendar days after Defendant fully funds the Gross
20 Settlement Amount, the Settlement Administrator shall distribute payments in accordance with this
21 Agreement and the Court's orders, as follows: (i) full payment of the Enhancement Payment to
22 Plaintiff; (ii) full payment of the LWDA Payment to the Labor Workforce Development Agency
23 ("LWDA"); (iii) full payment of Individual Settlement Payments to Settlement Class Members; (iv)
24 full PAGA payments to Class Members employed during the PAGA Period; (v) full payment of
25 Attorneys' Fees and Costs to Class Counsel; and (vi) full payment of Administration Costs to the
26 Settlement Administrator.

27 c. Settlement checks will be valid for a period of one hundred and eighty (180)
28 calendar days from the date of issuance of the check, and after this time period, the check(s) will be

1 cancelled and the funds associated with such cancelled checks will be transmitted to Bet Tzedek in
2 conformity with the requirements of California Code of Civil Procedure section 384. The Parties agree
3 that Code of Civil Procedure section 384 is not applicable to any portion of the Gross Settlement
4 Amount (including but not limited to any portion of the Net Settlement Amount), except for the
5 residual described in this Paragraph.

6 d. The remittance of all Court ordered and approved payments, under this
7 Settlement Agreement, to the Settlement Administrator shall constitute the full and complete discharge
8 of the entire obligation of Defendant under this Settlement Agreement.

9 e. No person shall have any claim against the Settlement Administrator,
10 Defendant, Class Counsel, Defendant's Counsel, or any other agent designated by Plaintiff or
11 Defendant based upon the distribution of payments made in accordance with this Settlement
12 Agreement or further orders of the Court.

13 f. Defendant shall not be obligated to make any payments contemplated by this
14 Settlement Agreement unless and until the Court enters the Final Approval Order and Judgment, and
15 after the Effective Date, and no amounts will be owed or payable until all appeals or other collateral
16 attack have been lapsed or have been favorably resolved in favor of the settlement and no further
17 challenge to the Settlement is possible.

18 **57. Binding Effect on Class Members.**

19 a. Subject to Final Approval, all Settlement Class Members shall be bound by this
20 Settlement Agreement, the contemplated Final Approval Order and Judgment, the release of
21 Settlement Class Members' Released Claims, and shall be enjoined from pursuing, or seeking to
22 reopen, Settlement Class Members' Released Claims against the Released Parties.

23 b. Subject to Final Approval, all Class Members, whether or not they submit a
24 request for exclusion from the Settlement Class, employed by Defendant during the PAGA Period will
25 receive a PAGA payment and will no longer be able to seek penalties pursuant to the PAGA, arising
26 from any and all claims contained in the FAC, or that were or could have been asserted based on the
27 facts, circumstances, transactions, occurrences, acts, omissions, or failures to act alleged by Plaintiff
28 in the FAC during the PAGA Period, including claims for unpaid wages, non-compliant meal and rest

breaks, late payment of final wages, failure to reimburse for business expenses, and inaccurate wage statements.

58. **Provisional Approval of Settlement.** After execution of this Settlement Agreement, Plaintiff shall file a motion in the Lawsuit requesting Preliminary Approval of the settlement. Defendant shall not oppose the motion for preliminary approval of the settlement so long as the motion and supporting papers are consistent with the terms of this Settlement Agreement. By way of the motion, the Court will be requested to enter a Preliminary Approval Order that:

- a. Preliminarily approves this Settlement Agreement;
- b. Conditionally certifies the Class, for purposes of settlement;
- c. Preliminarily appoints Plaintiff as representative of the Class for settlement purposes;
- d. Preliminarily appoints Class Counsel as counsel for the Class for settlement purposes;
- e. Approves and appoints the Settlement Administrator to administer the settlement as required by this Settlement Agreement;
- f. Approves the form of the Class Notice and requires that it be sent to Class Members by first class U.S. mail;
- g. Approves the Notice Plan;
- h. Schedules the Final Approval Hearing; and
- i. Approves the procedure and deadlines (including the Response Deadline) for Class Members to submit Requests for Exclusion, Objections, and Workweek Disputes.

59. **Non-Interference with Settlement Administration.** The Parties and their counsel agree that they shall not seek to solicit or otherwise encourage Class Members to submit Requests for Exclusion or Objections to the settlement or to appeal from the Final Approval Order and Judgment.

60. **Final Approval Order and Judgment.** Plaintiff will request, and Defendant will concur in said request, that the Court enter, after the Final Approval Hearing, a Final Approval Order and Judgment drafted by Plaintiff in the form that is consistent with this Settlement Agreement and subject to prior review and approval by Defendant. Plaintiff will request that the Final Approval Order

1 and Judgment find that this settlement is fair, just, equitable, reasonable, adequate and in the best
2 interests of the Class, enter judgment in accordance with California Rules of Court 3.769, and require
3 the Parties to carry out the provisions of this Settlement Agreement.

4 61. **Voiding of Settlement Agreement if Settlement Not Finalized Or for Failure to**
5 **Satisfy Conditions.**

6 a. The Court may award less to Plaintiff, Class Counsel, Settlement
7 Administrator, and/or the LWDA than is provided for herein, without impacting the validity and
8 enforceability of the Settlement Agreement.

9 b. If for any reason the settlement set forth in this Settlement Agreement is
10 terminated as provided under this Paragraph or Paragraph 54 or does not otherwise become final:

11 i. The settlement shall be null and void and the orders and judgment to be
12 entered pursuant to this Settlement Agreement shall be vacated; and the Parties will be returned to the
13 status quo prior to entering this Settlement Agreement with respect to the Lawsuit, as if the Parties
14 had never entered into this Settlement Agreement.

15 ii. The Settlement Agreement and all negotiations, court orders and
16 proceedings relating thereto shall be without prejudice to the rights of any and all Parties hereto and
17 Class Members, whom shall be restored to their respective positions existing prior to the execution of
18 this Settlement Agreement, and evidence relating to the Settlement Agreement and all negotiations
19 shall not be admissible or discoverable in the litigation and/or Lawsuit or otherwise.

20 iii. Defendant will not have waived, and instead expressly reserves, its
21 rights to challenge the continuing propriety of class certification or representative adjudication for any
22 purpose.

23 iv. Plaintiff and Class Counsel will not have waived, and instead expressly
24 reserve, their rights to move for collective and/or class certification and seek representative
25 adjudication.

26 v. To the extent one exists, the Preliminary Approval Order shall be
27 vacated in its entirety and neither this Settlement Agreement, the Preliminary Approval Order, nor any
28 other document in any way relating to any of the foregoing, shall be relied upon, referred to, or used

in any way for any purpose in connection with any further proceedings in this or any related action, including class certification proceedings.

62. **No Publicity.** The Parties and their counsel will not initiate nor respond to public relations or media inquiries about the settlement except as required by the settlement approval process. In addition, the Parties and their counsel agree that they will not engage in any advertising or distribute any marketing materials relating to the settlement of the Lawsuit in any manner that identifies Defendant, including but not limited to any postings on any websites maintained by Class Counsel.

63. **Notices.** All notices, requests, demands, and other communications required or permitted to be given pursuant to this Settlement Agreement shall be in writing, and shall be delivered by first class U.S. mail to the Settlement Administrator, as follows:

For Plaintiff and the Class:

Anthony J. Orshansky
Jennifer L. Connor
Justin Kachadoorian
CounselOne, P.C.
9301 Wilshire Boulevard Suite 650
Beverly Hills, California 90210

For Defendant:

Jesse M. Caryl
Bent Caryl & Kroll, LLP
6300 Wilshire Boulevard, Suite 1415
Los Angeles, California 90048

65. **Modification in Writing.** This Settlement Agreement may be altered, amended, modified or waived, in whole or in part, only in a writing signed by counsel for the Parties and approved by the Court. This Settlement Agreement may not be amended, altered, modified or waived, in whole or in part, orally.

66. **Ongoing Cooperation.** Plaintiff and Defendant and each respective counsel shall execute all documents and perform all acts necessary and proper to effectuate the terms of this Settlement Agreement. The executing of documents must take place prior to the Final Approval Hearing.

/ / /

1 67. **Binding on Successors.** This Settlement Agreement shall be binding and shall inure to
2 the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs, and
3 legal representatives.

4 68. **Entire Agreement.** This Settlement Agreement constitutes the full, complete, and
5 entire understanding, agreement, and arrangement between the Parties with respect to the settlement
6 of the Lawsuit and Release of Claims. This Settlement Agreement supersedes any and all prior oral or
7 written understandings, agreements, and arrangements between the Parties with respect to the
8 settlement of the Lawsuit and Release of Claims. Except as to those set forth and included expressly
9 in this Settlement Agreement, there are no other agreements, covenants, promises, representations, or
10 arrangements between the Parties with respect to the settlement of the Lawsuit.

11 69. **Execution in Counterparts.** This Settlement Agreement may be signed in one or more
12 counterparts and electronic signatures are acceptable. All executed copies of this Settlement
13 Agreement, and photocopies thereof (including facsimile copies of the signature pages), shall have the
14 same force and effect and shall be as legally binding and enforceable as the original.

15 70. **Captions.** The captions and section numbers in this Settlement Agreement are inserted
16 for the reader's convenience and in no way define, limit, construe, or describe the scope or intent of
17 the provisions of this Settlement Agreement.

18 71. **Governing Law.** This Settlement Agreement shall be interpreted, construed, enforced,
19 and administered in accordance with the laws of the State of California, without regard to conflict of
20 law rules.

21 72. **Reservation of Jurisdiction.** Notwithstanding entry and filing of the Final Approval
22 Order and Judgment, the Court shall retain jurisdiction for purposes of interpreting and enforcing the
23 terms of this Settlement Agreement.

24 73. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms
25 and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement shall not be
26 construed more strictly against one Party than another merely by virtue of the fact that it may have
27 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
28 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement

1 Agreement.

2 74. **Representation by Counsel.** The Parties acknowledge that they have been represented
3 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement and
4 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
5 Plaintiff and Class Counsel warrant and represent, to their knowledge, that there are no liens on the
6 Settlement Agreement.

7 75. **Warranties and Representations.** With respect to themselves, each of the Parties to
8 this Settlement Agreement and/or their agents or counsel represent, covenant, and warrant that (a) they
9 have full power and authority to enter into and consummate all transactions contemplated by this
10 Settlement Agreement and have duly authorized the execution, delivery, and performance of this
11 Settlement Agreement and (b) the person executing this Settlement Agreement has the full right,
12 power, and authority to enter into this Settlement Agreement on behalf of the Party for whom he/she
13 has executed this Settlement Agreement, and the full right, power, and authority to execute any and
14 all necessary instruments in connection herewith, and to fully bind such Party to the terms and
15 obligations of this Settlement Agreement.

16
17 **IT IS SO AGREED:**

18
19 Dated: 08 / 28 / 2021, 2021

Berenice De La Torre
Plaintiff Berenice de la Torre

20
21 Dated: _____, 2021

Name: _____

Title: _____

22
23
24 On Behalf of Defendant American International
Industries
25
26
27
28

1 Agreement.

2 74. Representation by Counsel. The Parties acknowledge that they have been represented
3 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement and
4 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
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6 Settlement Agreement.

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9 have full power and authority to enter into and consummate all transactions contemplated by this
10 Settlement Agreement and have duly authorized the execution, delivery, and performance of this
11 Settlement Agreement and (b) the person executing this Settlement Agreement has the full right,
12 power, and authority to enter into this Settlement Agreement on behalf of the Party for whom he/she
13 has executed this Settlement Agreement, and the full right, power, and authority to execute any and
14 all necessary instruments in connection herewith, and to fully bind such Party to the terms and
15 obligations of this Settlement Agreement.

16

17 IT IS SO AGREED:

18

19 Dated: _____, 2021

Plaintiff Berenice de la Torre

20

21 Dated: 8/31, 2021

Name: ZVI RYMAN

Title: President

On Behalf of Defendant American International
Industries

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23

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1 **APPROVED AS TO FORM**

2
3
4 Dated: August 27, 2021

Anthony J. Orshansky
Anthony J. Orshansky, Esq.
Jennifer L. Connor, Esq.
Justin Kachadoorian, Esq.
CounselOne, PC
Attorneys for Plaintiff Berenice de la Torre

5
6
7
8
9 Dated: August 31, 2021

Jesse M. Caryl
Jesse M. Caryl, Esq.
Bent Caryl & Kroll, LLP
Attorneys for Defendant