

1 **AMENDED 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.

3 7. “Class Period” means the period beginning on February 01, 2017 and ending on
4 October 15, 2021. The Class Period begin date in the matter *sub judice* was selected, in part, based on
5 the class settlement release period identified in the overlapping and preceding litigation entitled,
6 *Garcia v. American International Industries*, Los Angeles Superior Court Case No. BC560886
7 (granted final approval on July 31, 2018).

8 8. “Court” means the Superior Court for the State of California, County of Los Angeles.

9 9. “Defendant” means American International Industries.

10 10. “Defendant’s Counsel” means Bent Caryl & Kroll, LLP.

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 If objections are filed and overruled or withdrawn, and no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

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

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

27 14. “Final Approval Hearing Date” means the date of the Final Approval Hearing.

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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 55, 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 49(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
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Amount less the amounts awarded for Attorneys' Fees and Costs, Enhancement Award, PAGA Payment, and Administration Costs.

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

22. "PAGA Group Member(s)" means all Class Members who worked for Defendant at any time during the PAGA Period.

23. "PAGA Group Members' Released Claims" means all penalties under the PAGA (codified in California Labor Code §§ 2698, *et seq.*), during the PAGA Period, for claims asserted or that could have been asserted based on the facts alleged in Plaintiff's letter to the LWDA.

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

25. "PAGA Period" means the period beginning on July 24, 2019 and ending on October 15, 2021.

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

27. "Pay Period(s)" means pay periods during the PAGA Period which, based on Defendant's records, PAGA Group Members were actively employed by Defendant and worked during at least a portion of such pay period in an hourly-paid or non-exempt position with Defendant in California.

28. "Plaintiff" or "Class Representative" means Berenice de la Torre.

29. "Plaintiff's Released Claims" means that, in addition to the Settlement Class Members' Released Claims and PAGA Group Members' Released Claims, in exchange for the consideration recited in this Settlement Agreement, including but not limited to the Enhancement Award, Plaintiff Berenice de la Torre releases, acquits, discharges, covenants not to sue any of the Released Parties for any claim, whether known or unknown, which she has ever had or hereafter may claim to have, arising on or before the date she signed this Settlement Agreement, including without limitation to, any claims

1 relating to or arising out of any aspect of her relationship with Defendant American International
2 Industries, along with a General Release of Released Parties. The specific terms and details of which
3 are set forth in Paragraph 48.

4 30. “Preliminary Approval Order” means the order to be entered by the Court that
5 preliminarily approves the terms and conditions of this Settlement Agreement, including the content
6 of Class Notice and Notice Plan, and sets a Final Approval Hearing.

7 31. “Released Parties” means Defendant American International Industries, and each of
8 its former and present parents, officers, directors, employees, partners, shareholders, owners, trustees,
9 representatives, agents, attorneys, subsidiaries, related companies/corporations and/or partnerships,
10 divisions, assigns, predecessors, successors, affiliates, and insurers, and all of their respective
11 successors, subsidiaries, assigns, or legal representatives.

12 32. “Response Deadline” means the last date on which Class Members may submit an opt-
13 out/request for exclusion or objection to the settlement, which shall be the later of either sixty (60)
14 days after the Settlement Administrator mails the original Class Notice to Class Members or forty five
15 (45) days after the Settlement Administrator re-mails any Class Notice which was returned to the
16 Settlement Administrator.

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

19 34. “Settlement Class” or “Settlement Class Members” means Class Members who have
20 not submitted a timely and valid Opt-Out/Request for Exclusion pursuant to Paragraph 56.

21 35. “Settlement Class Members’ Released Claims” means all wage-and-hour claims
22 contained in the operative First Amended Complaint (“FAC”) in the Lawsuit, or that were or could
23 have been asserted in the Lawsuit based on the facts alleged by Plaintiff in the operative complaint
24 during the Class Period. The Settlement Class Members’ Released Claims include all claims based on
25 allegations for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) non-
26 compliant meal periods and/or failure to make premium payments thereon; (4) non-compliant rest
27 breaks and/or failure to make premium payments thereon; (5) failure to provide accurate itemized
28 wage statements; (6) failure to maintain and keep accurate records; (7) failure to reimburse for business

1 expenses; (8) untimely wages during employment; (9) failure to pay all wages due upon separation of
2 employment; (10) unfair business practices related to the Settlement Class Members' Released
3 Claims; and (11) as well as any violation of the Industrial Welfare Commission Wage Orders ("Wage
4 Orders") and California Labor Code as alleged or arising from claims that could have been pled based
5 on the facts alleged in the operative pleadings, along with any potential penalties, interest, or attorneys'
6 fees based on the alleged failure set forth in (1) through (10) above. This release excludes the release
7 of claims not permitted by law. The specific terms and details of which are set forth in Paragraph 47.

8 36. "Workweek(s)" means a seven-day work week during the Class Period during which,
9 based on Defendant's records, Class Members were actively employed by Defendant in an hourly-
10 paid or non-exempt position in California.

11 **RECITALS**

12 37. **Procedural History.** Plaintiff filed her complaint on August 04, 2020 in the Los
13 Angeles County Superior Court, alleging: (1) failure to pay minimum wages pursuant to Labor Code
14 §§ 1194, 1194.2, 1197, 1197.1, and 1199; (2) failure to pay overtime pursuant to Labor Code §§ 510,
15 1198, and 1199; (3) failure to provide compliant meal periods and/or pay premiums owed thereon in
16 violation of Labor Code §§ 226.7 and 512(a); (4) failure to provide compliant rest breaks and/or pay
17 premiums owed thereon in violation of Labor Code § 226.7; (5) failure to reimburse business expenses
18 incurred in violation of Labor Code §§ 2800 and 2802; (6) failure to provide accurate itemized wage
19 statements in violation of Labor Code § 226(a); (7) failure to pay all wages owed timely during
20 employment and upon termination in violation of Labor Code §§ 201-204; (8) failure to keep requisite
21 payroll records in violation of Labor Code § 1174(d); (9) violations of California Business and
22 Professions Code § 17200, *et seq.*; and (10) violation of the Private Attorneys General Act of 2004
23 ("PAGA"), codified in Labor Code § 2698, *et seq.*

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

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

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

6 41. **Informal And Formal Discovery And Investigation.** The Parties engaged in
7 extensive informal and formal discovery and investigation, and such was sufficient to allow the Parties
8 to evaluate the case prior to settlement. In advance of mediation, the Parties agreed to an informal
9 exchange of data. For example, Class Counsel requested production of key information such as the
10 number of putative class members and aggrieved employees, relevant wage and hour policies, time
11 and payroll records, rates of pay, among other things. Class Counsel also analyzed time and payroll
12 records to determine violation rates across the Class, along with other relevant data counts. Further,
13 after their mediation yet in advance of settlement, Plaintiff propounded written discovery consisting
14 of multiple sets of special interrogatories, form interrogatories, requests for production of documents,
15 and person most knowledgeable notices of deposition. The parties met and conferred regarding the
16 discovery.

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

23 43. **Benefits of Settlement to Class Members.** Plaintiff and Class Counsel recognize the
24 expense and length of continued proceedings necessary to litigate their disputes through trial and
25 through any possible appeals. Plaintiff has also taken into account the uncertainty and risks of the
26 outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and
27 Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims
28 asserted in the Lawsuit, both generally and in response to Defendant's defenses thereto, and the

difficulties in establishing damages for Class Members. Plaintiff and Class Counsel have also taken into account the extensive settlement negotiations conducted. Based on the foregoing, Plaintiff and Class Counsel have determined that the settlement set forth herein is a fair, adequate and reasonable settlement, and is in the best interests of Class Members.

44. **Defendant's Reasons for Settlement and Non-Admission.** Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of time and resources of Defendant have and, unless this settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff and Class Members. Defendant has also taken into account the risks of further litigation in reaching its decision to enter into this Settlement Agreement. Despite continuing to contend that it is not liable for any of the claims set forth by Plaintiff, Defendant has, nonetheless, agreed to settle in the manner and upon the terms set forth in this Settlement Agreement to put to rest the claims as set forth in the Lawsuit. Defendant has claimed and continues to claim that the Plaintiff's Released Claims, Settlement Class Members' Released Claims, and PAGA Group Members' Released Claims have no merit and do not give rise to liability. This settlement is a compromise of disputed claims.

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

TERMS AND CONDITIONS

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

1 46. **Non-Admission of Liability.** The Parties enter into this Settlement Agreement to
2 resolve the Lawsuit and to avoid the burden, expense, and risk of continued litigation. In entering into
3 this Settlement Agreement, Defendant does not admit, and specifically denies, that it has: violated any
4 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute
5 or any other applicable laws, regulations or legal requirements; breached any contract; violated or
6 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
7 conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or
8 provisions, nor any of the negotiations connected with it, shall be construed as an admission or
9 concession by Defendant of any such violation(s) or failure(s) to comply with any applicable law.
10 Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement
11 Agreement and its terms and provisions shall not be offered or received as evidence in any action or
12 proceeding to establish any liability or admission on the part of Defendant or to establish the existence
13 of any condition constituting a violation of, or a noncompliance with, federal, state, local or other
14 applicable law. In addition, as set forth herein, the Parties intend this settlement to be contingent upon
15 the Preliminary Approval and Final Approval of this Settlement Agreement; and the Parties do not
16 waive, and instead expressly reserve, their respective rights to prosecute and defend the Lawsuit as if
17 this Settlement Agreement never existed in the event the settlement is not finally approved as set forth
18 herein.

19 47. **Release of Claims.**

20 As of the date Defendant fully funds the settlement, Plaintiff and all Class Members who did
21 not opt-out of the settlement, for and in consideration of the Gross Settlement Amount, along with the
22 terms and in undertakings herein, the sufficiency and fairness of which are acknowledged, release and
23 forever discharge Defendant American International Industries, and each of its former and present
24 parents, officers, directors, employees, partners, shareholders, owners, trustees, representatives,
25 agents, attorneys, subsidiaries, related companies/corporations and/or partnerships, divisions, assigns,
26 predecessors, successors, affiliates, and insurers, and all of their respective successors, subsidiaries,
27 assigns, or legal representatives (again, the “Released Parties”), from any and all wage-and-hour
28 claims contained in the operative First Amended Complaint (“FAC”) in the Lawsuit, or that were or

1 could have been asserted in the Lawsuit based on the facts alleged by Plaintiff in the operative
2 complaint during the Class Period. The Settlement Class Members' Released Claims include all claims
3 based on allegations for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3)
4 non-compliant meal periods and/or failure to make premium payments thereon; (4) non-compliant rest
5 breaks and/or failure to make premium payments thereon; (5) failure to provide accurate itemized
6 wage statements; (6) failure to maintain and keep accurate records; (7) failure to reimburse for business
7 expenses; (8) untimely wages during employment; (9) failure to pay all wages due upon separation of
8 employment; (10) unfair business practices related to the Settlement Class Members' Released
9 Claims; and (11) as well as any violation of the Industrial Welfare Commission Wage Orders ("Wage
10 Orders") and California Labor Code as alleged or arising from claims that could have been pled based
11 on the facts alleged in the operative pleadings, along with any potential penalties, interest, or attorneys'
12 fees based on the alleged failure set forth in (1) through (10) above. This release excludes the release
13 of claims not permitted by law.

14 Notwithstanding the foregoing, all Class Members, whether or not they submit a request for
15 exclusion from the Settlement Class, employed by Defendant during the PAGA Period (the "PAGA
16 Group Members") will receive a PAGA payment and will no longer be able to seek penalties under
17 the PAGA (codified in California Labor Code §§ 2698, *et seq.*), during the PAGA Period, for claims
18 asserted or that could have been asserted based on the facts alleged in Plaintiff's letter to the LWDA
19 ("PAGA Group Members' Released Claims").

20 48. **General Release by Plaintiff Only.** As of the date Defendant fully funds the
21 settlement, in addition to the Settlement Class Members' Released Claims and PAGA Group
22 Members' Released Claims, and in exchange for and in consideration of the Individual Settlement
23 Payment and Class Representative Enhancement Payment, along with the terms and undertakings
24 herein, the sufficiency and fairness of which are acknowledged, Plaintiff Berenice de la Torre,
25 individually, releases, acquits, discharges, and covenants not to sue American International Industries
26 and any of the Released Parties for any claim, whether known or unknown, which she has ever had,
27 or hereafter may claim to have, arising on or before the date she signed this Settlement Agreement
28 including without limitation to, any claims relating to or arising out of any aspect of her relationship

1 with Defendant American International Industries, along with a General Release of Released Parties.
2 The release by Plaintiff includes a waiver of her individual rights under Section 1542 of the Civil Code
3 of the State of California states as follows:

4 **A general release does not extend to claims that the creditor or**
5 **releasing party does not know or suspect to exist in his or her favor**
6 **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.

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

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

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

27 b. Plaintiff will also apply to the Court for payment to the Settlement Administrator
28 for the costs of notice and settlement administration not to exceed Twenty Thousand Dollars (\$20,000)

(again, “Administration Costs”). The Administration Costs are included in, and will be paid from, the Gross Settlement Amount. Defendant will not oppose such application.

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

d. The amount of Two Hundred Thousand Dollars (\$200,000) is allocated towards penalties pursuant to California Labor Code Section 2698, *et seq.* (“PAGA Payment”), of which the LWDA will be paid in the amount of One Hundred and Fifty Thousand Dollars (\$150,000) (“LWDA Payment”) and the amount of Fifty Thousand Dollar (\$50,000) will remain available for distribution on a *pro rata* Pay Period basis to all PAGA Group Members (*i.e.*, individual recovery depends on each PAGA Group Member’s ratio of his or her Pay Periods relative to the total Pay Periods of all PAGA Group Members) who worked during the PAGA Period, and irrespective of whether he or she is a Settlement Class Member. The PAGA Payment will be included in, and will be paid from, the Gross Settlement Amount.

e. The Net Settlement Amount will be the amount that is available for distribution to Settlement Class Members on a *pro rata* basis based on Workweeks. The Settlement Administrator will determine each Settlement Class Member’s individual Workweeks in accordance with Paragraph 36. The sum of all Settlement Class Members’ individual Workweeks will be the “Total Workweeks.” The Net Settlement Amount will be divided by the Total Workweeks to yield the “Workweek Value.” Each Settlement Class Member’s Individual Settlement Share will be determined by multiplying his or her individual Workweeks by the Workweek Value. After reduction of Employee Taxes from each Settlement Class Member’s Individual Settlement Share, the net result will yield his or her Individual Settlement Payment.

50. **No Credit Toward Benefit Plans.** Payments made to Plaintiff and Class Members under this Settlement Agreement under the settlement shall not be utilized to calculate any additional benefits under any benefit plans to which they may be eligible, including, but not limited to, under profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans,

PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which Plaintiff and/or any Class Member may be entitled under any benefit plans.

51. **Taxation of Settlement Proceeds.**

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

b. The Settlement Administrator shall calculate and remit to applicable taxing authorities sufficient amounts for the Employee and Employer Taxes. Any funds returned by taxing authorities due to cancellation of any Individual Settlement Payment checks will be transmitted in accordance with Paragraph 59(c), the same as all other residual funds associated with Individual Settlement Payment checks.

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

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

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

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

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1 52. **Notice Procedure.**

2 a. The Parties shall use CPT Group, Inc. as the Settlement Administrator to
3 distribute the Class Notice in both English and Spanish, distribute payments under the Settlement
4 Agreement, handle tax reporting, establish and host a dedicated case settlement website, and field
5 questions with a telephonic hotline.

6 b. Defendant will provide the Settlement Administrator with the Class List within
7 fifteen (15) calendar days following the date of Preliminary Approval. The Class List and any other
8 data provided by Defendant to the Settlement Administrator shall not be used by the Settlement
9 Administrator for any purpose other than as permitted by this Settlement Agreement. The Settlement
10 Administrator will use the Class List only for the purposes described herein, and ensure that any other
11 communications to Class Members shall not include the Class Members' Social Security Number
12 except for the last four digits.

13 c. The Settlement Administrator shall be responsible for:

14 i. Mailing the Class Notice to the Class Members as directed by the Court;
15 ii. Consulting with counsel for the Parties concerning any relevant issue,
16 including (without limitation) the estimated amounts of Individual Settlement Shares and Individual
17 Settlement Payments;

18 iii. Receiving and processing Workweek Disputes and rejecting timely or
19 improper Workweek Disputes;

20 iv. Keeping track of Requests for Exclusion, and rejecting untimely or
21 improper Requests for Exclusion;

22 v. Keeping track of Objections that it receives;

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

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

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

ix. Notifying Defendant's Counsel, within three (3) business days after the Effective Date, of the wiring instructions to fund the Gross Settlement Amount, which must be paid by Defendant in the amounts and in accordance with the deadlines set forth in Paragraph 59(a);

x. Distributing payments due under the Settlement Agreement;

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

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

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

e. Any Class Notice(s) returned to the Settlement Administrator as undelivered within fifteen (15) calendar days of initial mailing and bearing a forwarding address shall be re-mailed by the Settlement Administrator within three (3) business days following receipt of the returned mail. For any such Class Notice returned to the Settlement Administrator without a forwarding address, the Settlement Administrator shall first conduct a National Change of Address search as required for undeliverable notices, followed by a computer/SSN and "skip trace" search to obtain an updated address, and shall promptly re-mail the Class Notice to any newly-found address or addresses. The

1 Settlement Administrator shall also re-mail by first class U.S. mail any such Class Notice returned by
2 the Post Office with a forwarding address. It shall be conclusively presumed that those Class Members
3 whose re-mailed Class Notice is not returned to the Settlement Administrator as undeliverable within
4 five (5) calendar days after re-mailing, received the Class Notice.

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

9 53. **Settlement Payments.** Class Members are not required to submit a claim form to
10 receive a settlement payment.

11 54. **Submission of Workweek Disputes.**

12 a. If any Class Member disputes the Workweeks set forth on the Class Notice
13 during the Class Period (“Workweeks Dispute”), the Class Member may submit documentation
14 supporting his or her position by mail to the Settlement Administrator no later than sixty (60) calendar
15 days from the date the Class Notice is originally mailed by the Settlement Administrator for those
16 Class Members whose original mailing was not returned to the Settlement Administrator, or forty five
17 (45) days from the date of the re-mailing to Class Members whose Class Notice was returned to the
18 Settlement Administrator, whichever is later, (“Response Deadline”). Workweek Disputes not
19 postmarked or confirmed received by the Settlement Administrator on or before the Response
20 Deadline will be considered late and may be summarily rejected by the Settlement Administrator, in
21 consultation with Class Counsel and Defendant’s Counsel.

22 b. The Settlement Administrator will notify counsel for the Parties via email. If
23 there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an
24 adjustment is warranted. The Parties and the Settlement Administrator will evaluate the evidence and
25 discuss in good faith how many Workweeks to be credited and in conformity with Paragraph 49(e). If
26 the Parties and the Settlement Administrator do not reach agreement, the Court will make the final
27 determination as to how many Workweeks should be credited.

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1 55. **Pro-Rata Increase of Gross Settlement Amount.**

2 Defendant's best estimate of the Class size as of the date of this Settlement Agreement is 592
3 individuals, and Plaintiff is entering into this Settlement Agreement based on that representation. In
4 the event it is determined that the actual number of putative class members exceeds 592 by more than
5 10%, then the Gross Settlement Amount shall be increased by the percentage amount in excess of 10%.
6 For example, if the actual number of putative class members is determined to be 11% higher than 592,
7 the Gross Settlement Amount shall be increased by 1%. However, the Gross Settlement Amount will
8 not be reduced based on Defendant's estimated Class size.

9 56. **Opt-Out Procedure.**

10 a. Class Members will have sixty (60) days from the date the Class Notice is
11 originally mailed by the Settlement Administrator, or forty five (45) days from the re-mailing of the
12 Class Notice, whichever is later (until the Response Deadline), to mail by first class U.S. mail, with
13 proof of date of submission to be the postmark date, a written request to opt out of the settlement
14 ("Request for Exclusion"). Unless a Class Member submits a timely and valid Request for Exclusion,
15 he/she shall be bound by the terms and conditions of this Settlement Agreement, including the release
16 of claims as set forth herein.

17 b. A Request for Exclusion should: (1) be signed by the Class Member; (2) contain
18 the case name and case number of the Lawsuit; (3) contain the Class Member's full name, telephone
19 number, and mailing address; and (4) clearly state that the Class Member wants to opt out of the
20 settlement. No specific language is required in the Request for Exclusion provided it is sufficiently
21 clear that the Class Member desires to be excluded from the class settlement.

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

25 d. Any Class Member who fails to submit via first class U.S. mail a timely and
26 valid Request for Exclusion shall be barred from opting out of the settlement. The Settlement
27 Administrator shall not review or consider any Request for Exclusion postmarked after the Response
28 Deadline. Under no circumstances shall the Settlement Administrator have the authority to extend the

1 Response Deadline for Class Members to file a Request for Exclusion, except as ordered by the Court
2 or mutually agreed by the Parties.

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

4 57. **Defendant's Right To Cancel.**

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

13 58. **Objections to Settlement.**

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

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

25 c. Notwithstanding the foregoing, Settlement Class Members have the right to
26 appear and have their objections heard or offer comments at the Final Approval Hearing. The Court
27 will hear from any Class Member who attends the Final Approval Hearing and asks to speak regardless
28 of whether they submitted a written Objection. Class Members are not required to submit a notice of

1 intent to appear at the Final Approval Hearing for the Court to consider any objection to the settlement.
2 Class Counsel will not represent any Settlement Class Members with respect to such objections.

3 59. **Settlement Proceeds Distribution Deadlines.**

4 a. Defendant shall fund the Gross Settlement Amount within ten (10) business
5 days after the Effective Date in the amount of Two Million Four Hundred Thousand Dollars
6 (\$2,400,000) to be paid by American International Industries. If the Gross Settlement Amount
7 increases pursuant to Paragraph 55, then the amount to be paid by American International Industries
8 will proportionally increase.

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

17 c. Settlement checks will be valid for a period of one hundred and eighty (180)
18 calendar days from the date of issuance of the check, and after this time period, the check(s) will be
19 cancelled and the funds associated with such cancelled checks will be transmitted to Bet Tzedek in
20 conformity with the requirements of California Code of Civil Procedure section 384. The Parties agree
21 that Code of Civil Procedure section 384 is not applicable to any portion of the Gross Settlement
22 Amount (including but not limited to any portion of the Net Settlement Amount), except for the
23 residual described in this Paragraph. All Parties and their counsel represent that they do not have any
24 interest or involvement in the governance or work of the *cy pres* recipient.

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

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

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

60. **Binding Effect on Class Members.**

a. Subject to Final Approval, all Settlement Class Members shall be bound by this Settlement Agreement, the contemplated Final Approval Order and Judgment, and the release of Settlement Class Members' Released Claims and PAGA Group Members' Released Claims against the Released Parties.

b. Subject to Final Approval, all Class Members, whether or not they submit a request for exclusion from the Settlement Class, employed by Defendant during the PAGA Period (the "PAGA Group Members") will receive a PAGA payment and will no longer be able to seek penalties under the PAGA (codified in California Labor Code §§ 2698, *et seq.*), during the PAGA Period, for claims asserted or that could have been asserted based on the facts alleged in Plaintiff's letter to the LWDA ("PAGA Group Members' Released Claims").

c. A copy of the Final Approval Order and Judgment will be available on the Settlement Administrator's website pursuant to Cal. Rules of Court, rule 3.771(b).

61. **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;

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

14 62. **Non-Interference with Settlement Administration.** The Parties and their counsel

15 agree that they shall not seek to solicit or otherwise encourage Class Members to submit Requests for

16 Exclusion or Objections to the settlement or to appeal from the Final Approval Order and Judgment.

17 63. **Final Approval Order and Judgment.** Plaintiff will request, and Defendant will

18 concur in said request, that the Court enter, after the Final Approval Hearing, a Final Approval Order

19 and Judgment drafted by Plaintiff in the form that is consistent with this Settlement Agreement and

20 subject to prior review and approval by Defendant. Plaintiff will request that the Final Approval Order

21 and Judgment find that this settlement is fair, just, equitable, reasonable, adequate and in the best

22 interests of the Class, enter judgment in accordance with California Rules of Court 3.769, and require

23 the Parties to carry out the provisions of this Settlement Agreement.

24 64. **Voiding of Settlement Agreement if Settlement Not Finalized Or for Failure to**

25 **Satisfy Conditions.**

26 a. The Court may award less to Plaintiff, Class Counsel, Settlement

27 Administrator, and/or the LWDA than is provided for herein, without impacting the validity and

28 enforceability of the Settlement Agreement.

1 b. If for any reason the settlement set forth in this Settlement Agreement is
2 terminated as provided under this Paragraph or Paragraph 57 or does not otherwise become final:

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

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

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

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

18 v. To the extent one exists, the Preliminary Approval Order shall be
19 vacated in its entirety and neither this Settlement Agreement, the Preliminary Approval Order, nor any
20 other document in any way relating to any of the foregoing, shall be relied upon, referred to, or used
21 in any way for any purpose in connection with any further proceedings in this or any related action,
22 including class certification proceedings.

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

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

4 For Plaintiff and the Class:

5 Anthony J. Orshansky
6 Jennifer L. Connor
7 Justin Kachadoorian
8 CounselOne, P.C.
9 9301 Wilshire Boulevard Suite 650
10 Beverly Hills, California 90210

11 For Defendant:

12 Jesse M. Caryl
13 Bent Caryl & Kroll, LLP
14 6300 Wilshire Boulevard, Suite 1415
15 Los Angeles, California 90048

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

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

24 69. **Binding on Successors.** This Settlement Agreement shall be binding and shall inure to
25 the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs, and
26 legal representatives.

27 70. **Entire Agreement.** This Settlement Agreement constitutes the full, complete, and
28 entire understanding, agreement, and arrangement between the Parties with respect to the settlement
of the Lawsuit and Release of Claims. This Settlement Agreement supersedes any and all prior oral or
written understandings, agreements, and arrangements between the Parties with respect to the
settlement of the Lawsuit and Release of Claims. Except as to those set forth and included expressly

1 in this Settlement Agreement, there are no other agreements, covenants, promises, representations, or
2 arrangements between the Parties with respect to the settlement of the Lawsuit.

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

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

10 73. **Governing Law.** This Settlement Agreement shall be interpreted, construed, enforced,
11 and administered in accordance with the laws of the State of California, without regard to conflict of
12 law rules.

13 74. **Reservation of Jurisdiction.** Notwithstanding entry and filing of the Final Approval
14 Order and Judgment, the Court shall retain jurisdiction for purposes of interpreting and enforcing the
15 terms of this Settlement Agreement.

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

22 76. **Representation by Counsel.** The Parties acknowledge that they have been represented
23 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement and
24 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
25 Plaintiff and Class Counsel warrant and represent, to their knowledge, that there are no liens on the
26 Settlement Agreement.

27 77. **Warranties and Representations.** With respect to themselves, each of the Parties to
28 this Settlement Agreement and/or their agents or counsel represent, covenant, and warrant that (a) they

1 have full power and authority to enter into and consummate all transactions contemplated by this
2 Settlement Agreement and have duly authorized the execution, delivery, and performance of this
3 Settlement Agreement and (b) the person executing this Settlement Agreement has the full right,
4 power, and authority to enter into this Settlement Agreement on behalf of the Party for whom he/she
5 has executed this Settlement Agreement, and the full right, power, and authority to execute any and
6 all necessary instruments in connection herewith, and to fully bind such Party to the terms and
7 obligations of this Settlement Agreement.

8
9 **IT IS SO AGREED:**

10
11 Dated: 02 / 23 / 2022, 2022


Plaintiff Berenice de la Torre

12
13 Dated: February 23, 2022

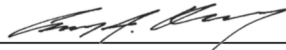

Rafi Ryzman (Feb 23, 2022 14:10 EST)

Name: Rafi Ryzman
Title: Authorized Representative

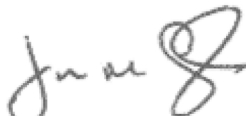
On Behalf of Defendant American International
Industries

14
15
16
17 **APPROVED AS TO FORM**

18
19
20 Dated: February 23, 2022


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

21
22
23
24
25 Dated: February 23, 2022


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