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US BEST INGREDIENTS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SOUTHWEST DISTRICT

JORGE GARCIA, individually and on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

US BEST INGREDIENTS, INC., a
California Corporation; and DOES 1-50,
inclusive,

Defendants.

CASE NO.: 21TRCV00813

**JOINT SETTLEMENT AND RELEASE
OF CLAIMS**

Dept.: M
Judge: Hon. Deirdre Hill
Filed: November 3, 2021
Trial: Not Set

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SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

Plaintiff JORGE GARCIA, individually and in his capacity as representatives of the State of California on behalf of other aggrieved employees, and Defendant US BEST INGREDIENTS, INC. hereby enter into this Settlement Agreement and Release of Private Attorneys General Act of 2004 Claims ("Settlement") as follows:

I. DEFINITIONS

As used in this Settlement, the following terms shall have the following meanings:

1. "Action" shall mean the civil action entitled *Jorge Garcia v. US Best Ingredients Inc.*, filed on November 3, 2021, in the Superior Court for the County of Los Angeles and designated as Case No. 21TRCV00813.
2. "Defendant" shall mean at Defendant US BEST INGREDIENTS, INC.
3. "Defense Counsel" shall mean Thomas S. Ingrassia and Rachel E. Albert of Pettit Kohn Ingrassia Lutz & Dolin PC.
4. "Effective Date" refers to the date upon which both of the following have occurred: (i) approval of the Settlement is granted by the Superior Court of California for the County of Los Angeles, or other court assuming jurisdiction of this matter, and (ii) the Court's Judgment approving the Settlement becomes Final OR March 14, 2023, whichever is later. The parties agree that there is no right to opt-out or object to a PAGA Settlement. It is therefore the parties' intention that the Settlement shall be final at the time of Court Approval and Entry of Judgment. Funding shall be due based on the Effective Date (and as outlined in paragraph 32), and there shall be no further waiting periods given that there is no right to appeal.
5. "LWDA" refers to the California Labor & Workforce Development Agency.
6. "PAGA" refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*
7. "PAGA Period" shall mean August 4, 2020 through September 15, 2022.
8. "PAGA Settlement Members" shall mean all persons employed by Defendant as non-exempt employees in California at any time during the PAGA Period. For purposes of this Settlement only, and not otherwise as an admission of any misconduct or wrongdoing by Defendant or any of the

defendants, Defendant and Plaintiff stipulate that all PAGA Settlement Members are aggrieved employees pursuant to PAGA.

9. "PAGA Fund" shall mean the Total Settlement Payment, less Plaintiff's Counsel Payment, and the Settlement Administrative Costs.

10. "Plaintiff" refers to Jorge Garcia, individually and in his capacity as representative of the State of California on behalf of other aggrieved employees.

11. "Plaintiff's Counsel" collectively refers to James R. Hawkins and Christina Lucio of James Hawkins, APLC.

12. "Parties" collectively refers to Plaintiff and Defendant.

13. "Released Claims" shall mean any and all claims, whether known or unknown, to recover civil penalties pursuant to PAGA, Labor Code section 2698 et seq., for any violations alleged in the Action, or that could have been alleged in the Action, that are based on the alleged meal and rest break, minimum wage, overtime compensation, wage statement, paid sick leave, and final pay violations, and any resulting claim for penalties under PAGA alleged to have been violated in the Action during the PAGA Period. Released Claims include, but are not limited to, alleged violations by Defendant of the California Labor Code sections 226, 226.3, 226.7, 510, 512, 201-204, 210, 216, 218.6, 225.5, 558, 1194, 1197, 1198, and the related applicable IWC Wage Order provisions for the PAGA Period.

14. "Released Parties" shall mean Defendant, and all of its subsidiary companies, affiliates, holding companies, successors, partners, owners, shareholders, insurers, legal representatives, assigns, employees, officers, directors, attorneys, and agents.

15. "Settlement Administrator" refers to a qualified, third-party settlement administrator agreed to by the Parties to administer the terms of the Settlement.

II. RECITALS

16. On August 4, 2021, Plaintiff's Counsel sent a letter to the LWDA on behalf of Plaintiff, in compliance with California Labor Code section 2699.3. Plaintiff seeks to represent himself and all PAGA Settlement Members. More than 65 days passed after the letter was sent to the LWDA, and the LWDA has not indicated that it intends to investigate the alleged violations referenced in the letter.

17. On November 3, 2021, Plaintiff filed a Complaint in Los Angeles Superior Court, Case

No. 21TRCV00813.

18. Counsel for all Parties have thoroughly investigated the facts relating to the claims alleged in the operative complaint and have made a thorough study of the legal principles applicable to the claims asserted against Defendant. Based on their investigation and evaluation of this case, including issues related to Defendant's financial condition, Plaintiff's Counsel has concluded that the settlement is fair, reasonable, and adequate in light of all known facts and circumstances, including the defenses asserted by Defendant, potential adverse findings regarding liability, and numerous potential appellate issues.

19. Defendant denies, and continues to deny, each and every claim and contention alleged in the Action and has always maintained that it never engaged in any unlawful acts regarding any of the matters alleged in the Action.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth, the Parties agree as follows:

III. NON-ADMISSION OF LIABILITY

20. Based on the factual and legal issues involved, the expense and time necessary to prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, the difficulty of proof necessary to establish liability for the aggrieved group, and the relative benefits to the PAGA Settlement Members and the State of an expeditious resolution to the Action, the Parties have concluded that the terms set forth in this Settlement are fair, reasonable, adequate and in the best interests of the PAGA Settlement Members and the State.

21. By entering into this Settlement, Defendant denies any liability for any of the claims in the Action, as well as any other potential or unknown claims based on wage and hour violations under state or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission, concession, or indication by or against any defendant in this Action of any unlawful conduct, fault, wrongdoing or liability whatsoever. Defendant specifically denies that it has engaged in any unlawful or wrongful conduct against Plaintiff or the PAGA Settlement Members.

1 **IV. TERMS OF THE PAGA SETTLEMENT**

2 **A. The Total Settlement Payment**

3 22. Defendant shall pay a settlement payment in a total amount not to exceed \$225,000 (two
4 hundred twenty-five thousand dollars) (the "Total Settlement Payment"). The Total Settlement
5 shall include settlement administrative fees and costs and the PAGA Fund. The Total Settlement
6 Payment will be paid pursuant to a payment plan as set forth in section V(A) para. 32, below. It is the
7 Parties' intention that the funds will be dispersed on a rolling basis. The first items to be funded will be
8 any costs awarded to Plaintiff's counsel, and the settlement administration costs. Next, the PAGA
9 Payment shall be distributed to the LWDA and aggrieved employees upon receipt of sufficient payments
10 to cover those amounts. The attorney's fees awarded to Plaintiff's counsel will be paid last. Defendant
11 represents that there are approximately 145 PAGA Settlement Members through August 9, 2022.

12 **B. Plaintiff's Counsel Payment of Attorneys' Fees and Costs**

13 23. Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed
14 thirty-three and one-third percent (33 1/3%) of the Total Settlement Payment, and Plaintiff's Counsel
15 will also seek reimbursement of reasonable litigation costs not to exceed \$ 9,500 (nine thousand five
16 hundred dollars) (attorneys' fees and reasonable litigation costs are referred to as "Plaintiff's Counsel
17 Payment"). Plaintiff's Counsel will be responsible for submitting all documents and/or briefs to support
18 their request for attorneys' fees. Attorneys' fees shall not exceed thirty-three and one-third percent (33
19 1/3%) of the Total Settlement Payment. Plaintiff's Counsel will submit documentation for
20 reimbursement of reasonable litigation costs.

21 24. Defendant will not oppose or object to Plaintiff's Counsel's application for attorneys'
22 fees, not to exceed thirty-three and one-third percent (33 1/3%) of the Total Settlement Payment plus all
23 documented and reasonable litigation costs and expenses.

24 25. In the event that the Court does not approve an award of attorneys' fees equal to the
25 requested amount, or the Court alters the payment methodology described herein, Plaintiff's Counsel
26 agrees not to seek additional review of the Court's decision regarding attorneys' fees, and this Settlement
27 will be enforceable.

28 26. The Plaintiff's Counsel Payment shall be paid from the Total Settlement Payment. Any

1 reductions by the Court of Plaintiff's Counsel's request for attorneys' fees or costs shall revert to the
2 PAGA Fund.

3 **C. Settlement Administration Fees and Costs**

4 27. Settlement administration shall be done by a qualified, third-party settlement
5 administrator agreed to by the Parties and approved by the Court ("Settlement Administrator"). The
6 Parties agree that the Settlement Administrative Costs shall be paid from the Total Settlement Payment.
7 This includes all fees and costs for postage, envelopes, and computer searches to locate addresses; and
8 expenses of the Settlement Administrator to implement and complete the settlement process according to
9 the terms of this Settlement, to calculate payments to individual PAGA Settlement Members, any cost
10 associated with the escheatment process for any uncashed or undeliverable settlement checks, to prepare
11 any necessary tax documents for PAGA Settlement Members, and any other related fees and costs (the
12 "Settlement Administrative Costs").

13 28. The Settlement Administrative Costs should not exceed \$6,000 (six thousand dollars).
14 The settlement administration fees and costs shall be paid from the Total Settlement Payment. Any
15 reductions by the Court or any unused amount shall revert to the PAGA Fund.

16 **D. PAGA Fund**

17 29. After deducting the Plaintiff's Counsel Payment and Settlement Administration Costs,
18 the remainder of the Total Settlement Payment (the "PAGA Fund") shall be allocated toward payment to
19 the Labor & Workforce Development Agency and PAGA Settlement Members.

20 30. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA and twenty-
21 five percent (25%) of the PAGA Fund will be allocated among the PAGA Settlement Members, based
22 on each member's proportionate share of the weeks worked during the PAGA Period.

23 **V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND**

24 **A. Deposit of Total Settlement Payment**

25 31. The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to
26 Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The
27 Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID Number
28 and calculate all settlement checks and withholdings required under law based on information that will

1 be confidentially furnished by Defendant. There are no payroll deductions to be calculated under this
2 Settlement, since no part of the Settlement will be classified as wages.

3 32. Defendant will pay the first settlement payment of \$56,250 (fifty-six thousand two
4 hundred fifty dollars) on or before March 14, 2023, or within 14 days after the court's granting of
5 approval of the final settlement agreement between the Parties, whichever occurs later. Defendant will
6 then pay three additional equal payments of \$56,250 (fifty-six thousand two hundred fifty dollars) every
7 six months after the initial payment until the Gross Settlement Amount of \$225,000 is paid. The
8 settlement administrator will distribute all settlement payments, attorneys' fees, and costs, in two
9 distributions. The first payment distribution will be made within fourteen days after the second
10 settlement payment by Defendant. The second payment distribution will be made within fourteen days
11 after the final payment is received. All sums will be paid on a pro-rata basis at each distribution.

12 **B. Formula for Calculating Share of PAGA Fund**

13 33. The portion of the PAGA Fund that is paid to each PAGA Settlement Member shall be
14 determined based on the following formula:

- 15 (a) The payment to PAGA Settlement Members will be based on the number of
16 weeks worked by each PAGA Settlement Member during the PAGA Period.
17 Partial weeks will be counted as full work weeks.
- 18 (b) The amount to be paid per week worked by a PAGA Settlement Member will be
19 calculated by dividing the value of the portion of the PAGA Fund that will be
20 paid to PAGA Settlement Members by the total number of weeks worked by all
21 PAGA Settlement Members during the PAGA Period.
- 22 (c) Defendant's records shall be determinative for purposes of calculating the
23 number of weeks worked and any payments to PAGA Settlement Members.

24 **C. Distribution of PAGA Fund**

25 34. Defendant shall provide the Settlement Administrator with a list of the names and
26 addresses of the PAGA Settlement Members, to be furnished within seven (7) days after the Court issues
27 an Order approving the Settlement. The contact information is being provided confidentially to the
28 Settlement Administrator only, and the Settlement Administrator shall treat the information as private

1 and confidential and take all necessary precautions to maintain the confidentiality of contact information
2 of the PAGA Settlement Members. This information is to be used only to carry out the Settlement
3 Administrator's duties as specified in this Settlement.

4 35. Within seven (7) days after receipt of the necessary funding, the Settlement
5 Administrator shall distribute to the Plaintiff's Counsel their court-approved litigation costs either via
6 wire transfer payment or check, as specified by Plaintiff's Counsel. At that time the Settlement
7 Administrator is also authorized to disperse to itself the amount of court-approved Settlement
8 Administration fees.

9 36. Within seven (7) days after the receipt of necessary funding, the Settlement
10 Administrator shall pay to the LWDA an amount equivalent to the court-approved seventy-five percent
11 (75%) of the PAGA Fund.

12 37. Within seven (7) days after the receipt of necessary funding, the Settlement
13 Administrator shall distribute to PAGA Settlement Members their court-approved individual portion of
14 the PAGA Fund (the "Individual Payment"), or as otherwise directed by the Court.

15 38. Within seven (7) days after the receipt of necessary funding, the Settlement
16 Administrator shall distribute to the Plaintiff's Counsel their court-approved attorneys' fees, either via
17 wire transfer payment or check, as specified by Plaintiff's Counsel.

18 39. The Settlement Administrator will send the Individual Payment to the PAGA Settlement
19 Members by postmarked First Class U.S. Mail.

20 40. To provide the best notice and delivery of Individual Payments practicable, any
21 Individual Payment returned to the Settlement Administrator as non-delivered shall be sent by post-
22 marked First Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding address
23 is provided for an Individual Payment that is returned as non-deliverable, the Settlement Administrator
24 shall use the best available technology accessible (e.g. skip tracing, address verification, etc.) to the
25 Settlement Administrator or other mutually agreeable method to locate PAGA Settlement Members and
26 will then mail the Individual Payment to the address identified by the best available technology
27 accessible to the Settlement Administrator or other mutually agreeable method. If no current address is
28 located, the Individual Payment for that individual will be deemed undeliverable. If any PAGA

1 Settlement Members cannot be located within two attempts at mailings by the Settlement Administrator,
2 the Individual Payment for that individual will be deemed undeliverable.

3 41. The Settlement Administrator shall maintain a list of the postmark date(s) for the original
4 mailing of the Individual Payment to the PAGA Settlement Members, the postmark date(s) of any
5 subsequent mailing to any PAGA Settlement Members, and a list of PAGA Settlement Members who
6 did not receive the Individual Payment due to the inability to locate a valid address using the procedures
7 described herein or who otherwise could not be located within two attempts at mailing.

8 42. All settlement checks will remain valid and negotiable for 180 days from the date of their
9 mailing by the Settlement Administrator. After 180 days from the date of their mailing by the Settlement
10 Administrator, any uncashed checks will be void and escheat to the California State Controller's Office
11 in the name of the employee who did not cash his or her check, pursuant to California's unclaimed
12 property laws.

13 43. No later than January 31 of the year following payment of their individual portion of the
14 PAGA Fund, the Settlement Administrator will prepare and issue an IRS Form 1099 to PAGA
15 Settlement Members who received a payment.

16 **VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS**

17 **A. Claims Released by the LWDA and All PAGA Settlement Members**

18 44. Upon the date of entry of an order by the Court in this Action approving this Settlement,
19 the LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever discharge the
20 Released Parties from any and all Released Claims. As a result of this release, the PAGA Settlement
21 Members will be unable to bring a claim under, or recover in any other claim brought under, the
22 California Private Attorneys General Act, California Labor Code § 2698 *et seq.*, for any violations of the
23 Released Claims that took place during the PAGA Period.

24 **B. Tax Treatment and Tax Indemnification**

25 45. PAGA Settlement Members will assume any tax obligations or consequences which may
26 arise from this Settlement. PAGA Settlement Members release any and all claims that they have or may
27 have against Defendant for any claims, demands, deficiencies, levies, assessments, executions,
28 judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made

1 under this Settlement. If any state or federal taxing authority contacts, investigates, or pursues any action
2 against any PAGA Settlement Members for their individual share of taxes related to any payments made
3 under this Settlement, each PAGA Settlement Member shall be responsible for their own defense of and
4 payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing
5 authority for the PAGA Settlement Member's share of any state or federal tax obligation. If a PAGA
6 Settlement Member has questions about any liability to any state or federal taxing authority, they shall
7 contact the Settlement Administrator. The PAGA Settlement Members shall not contact Defendant, any
8 of the Released Parties, or Defense Counsel.

9 **VII. MISCELLANEOUS PROVISIONS**

10 **A. Voiding the Settlement**

11 46. A failure of the Court to approve any material condition of this Settlement shall render
12 the entire Settlement voidable and unenforceable as to Plaintiff and Defendant, at the option of Plaintiff
13 or Defendant. Each party may exercise its option to void this Settlement as provided above by giving
14 notice, in writing, to the other, and to the Court within fifteen (15) days after the Order denying approval
15 of the Settlement has been received by the party seeking to void the Settlement.

16 **B. Mutual Full Cooperation**

17 47. Plaintiff, Defendant, Plaintiff's Counsel, and Defendant's Counsel agree to fully
18 cooperate with each other to accomplish the terms of this Settlement, including, but not limited to,
19 execution of such documents and to take such other action as may reasonably be necessary to implement
20 the terms herein. The Parties agree to use their best efforts and any other efforts that may become
21 necessary by Order of the Court, or otherwise, to effectuate this Settlement.

22 **C. Parties' Authority**

23 48. The signatories hereto represent that they are fully authorized to enter into this
24 Settlement.

25 **D. Binding Nature of the Settlement**

26 49. This Settlement shall be binding upon, and inure to the benefit of, the successors or
27 assigns of the Released Parties. Plaintiff represents, covenants, and warrants that he has not directly or
28 indirectly, assigned, transferred, encumbered, any claim, demand, action, cause of action or rights

1 released in the Released Claims in this Settlement. This Settlement also shall be binding upon Plaintiff
2 and the PAGA Settlement Members.

3 50. This Settlement may be amended or modified only by a written instrument signed by
4 Plaintiff's Counsel and Plaintiff, as well as Defendant's Counsel and Defendant in this Action. No rights
5 under this Settlement may be waived except in writing.

6 51. This Settlement and any attached exhibits constitute the entire agreement between
7 Plaintiff and Defendant in this Action relating to the terms contained herein. All prior or
8 contemporaneous agreements, understandings and statements, whether oral or written, whether express
9 or implied, and whether by a party or its counsel, concerning this Settlement are merged herein. No oral
10 or written representations, warranties or inducements have been made to any party concerning this
11 Settlement or its exhibits other than the representations, warranties and covenants contained and
12 memorialized in such documents.

13 52. Paragraph titles or captions contained herein are inserted as a matter of convenience and
14 for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its
15 provisions. Each term of this Settlement is intended to be contractual and not merely a recital.

16 **E. Joint Drafting of Settlement Documents**

17 53. Plaintiff's Counsel and Defendant's Counsel have arrived at this Settlement as a result of
18 a series of arm's-length negotiations, taking into account all relevant factors, present and potential.

19 54. This Settlement has been drafted jointly by Plaintiff's Counsel and Defendant's Counsel
20 and, therefore, in any construction or interpretation of this Settlement, the same shall not be construed
21 against any of the Parties.

22 55. Plaintiff and Plaintiff's Counsel agree that none of the documents provided to them by
23 the Defendant in this Action shall be used for any purpose other than the settlement of this Action.
24 Specifically, none of the documents provided shall be used to pursue any subsequent claims or litigation
25 against Defendant or the Released Parties.

26 **F. Execution of the Settlement**

27 56. This Settlement may be executed in one or more counterparts and by facsimile. All
28 executed copies of this Settlement and photocopies thereof shall have the same force and effect and shall

1 be as legally binding and enforceable as the original.

2 **G. No Press Release or Publicity Regarding the Terms Of Settlement**

3 57. Plaintiff and Plaintiff's Counsel, as well as Defendant and Defendant's Counsel, agree
4 that they will not issue any media or press release, initiate any contact with the media or the press,
5 respond to any media or press inquiry or have any communications with the media or the press about the
6 fact, amount or terms of this Settlement. Plaintiff and Plaintiff's Counsel shall not publicize or refer to
7 the fact or amount of the Settlement, on their websites, social media, any other marketing materials, or
8 legal publication. Defendant shall be allowed to report the Settlement or results of this lawsuit if required
9 to do so by public disclosure regulatory requirements or with respect to any financial or other disclosures
10 which in their judgment are necessary.

11 **H. Continuing Jurisdiction of the Court**

12 58. Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the
13 Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and
14 enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the
15 administration of the benefits of this Settlement.

16 **I. Representations by Plaintiff**

17 59. Plaintiff acknowledges the following:

- 18 (a) Plaintiff has carefully read and fully understands all of the provisions of this
19 Settlement;
- 20 (b) Plaintiff knowingly and voluntarily agrees to all of the terms set forth in this
21 Settlement and has not been coerced, threatened, or intimidated into executing
22 this Settlement;
- 23 (c) Plaintiff was advised, and hereby is advised in writing, to consider the terms of
24 this Settlement and consult with his attorney before signing this Settlement.
- 25 (d) Other than the fees and costs awarded pursuant to the terms of this Settlement,
26 Plaintiff acknowledges that all parties shall bear their own fees and costs through
27 the conclusion of this action.
28

1 **J. Representations by Defendant**

2 60. Defendant acknowledges the following:

- 3 (a) Defendant has carefully read and fully understands all of the provisions of this
4 Settlement;
- 5 (b) Defendant knowingly and voluntarily agrees to all of the terms set forth in this
6 Settlement and have not been coerced, threatened, or intimidated into executing
7 this Settlement;
- 8 (c) Defendant was advised, and hereby is advised in writing, to consider the terms of
9 this Settlement and consult with their attorney before signing this Settlement.
- 10 (d) Other than the fees and costs awarded pursuant to the terms of this Settlement,
11 Defendant acknowledges that all parties shall bear their own fees and costs
12 through the conclusion of this action.

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1
2 AGREED TO BY PLAINTIFF:

3 DATED: 4/23/2023, 2023

JORGE GARCIA, individually and on behalf of other
aggrieved employees

DocuSigned by:

Jorge Garcia

87DE2E59C0364F9...

6
7
8 AGREED TO BY DEFENDANT:

9 DATED: _____, 2023

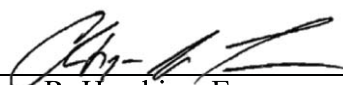
US BEST INGREDIENTS, INC.

10
11
12 _____
Title

13
14 AGREED TO BY PLAINTIFF'S COUNSEL:

15 **JAMES HAWKINS APLC**

16 DATED: April 24, 2023

17 
James R. Hawkins, Esq.

18 Christina M. Lucio, Esq.

19 Mitchell Murray, Esq.

20 AGREED TO BY DEFENDANTS' COUNSEL:

21 **PETTIT KOHN INGRASSIA LUTZ & DOLIN**
22 **PC**

23 DATED: _____, 2023

24 _____
Thomas S. Ingrassia, Esq.

25 Rachel E. Albert, Esq.

1
2 AGREED TO BY PLAINTIFF:

3 DATED: _____, 2023

JORGE GARCIA, individually and on behalf of other
aggrieved employees

4
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6
7
8 AGREED TO BY DEFENDANT:

9 DATED: April 7, 2023

US BEST INGREDIENTS, INC.

10  Sunghyun Park

11 _____
CEO

12 _____
Title

13
14 AGREED TO BY PLAINTIFF'S COUNSEL:

15 **JAMES HAWKINS APLC**

16 DATED: _____, 2023

17 _____
James R. Hawkins, Esq.

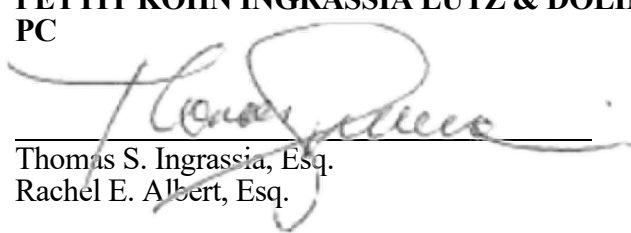
18 Christina M. Lucio, Esq.

19 Mitchell Murray, Esq.

20
21 AGREED TO BY DEFENDANTS' COUNSEL:

**PETTIT KOHN INGRASSIA LUTZ & DOLIN
PC**

22 DATED: April 7, 2023

23 

Thomas S. Ingrassia, Esq.

24 Rachel E. Albert, Esq.