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JASON ARGUETA and ADELINA FLORES, on behalf of themselves
and all others similarly situated

(Other Counsel listed on the next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ROSA TORRES-ESTRADA, an individual,
and on behalf of herself all others similarly
situated,

Plaintiff,

vs.

LA AMAPOLA, INC., a California limited
liability company; LA AMAPOLA, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 21STCV33110

*Consolidated with Case Nos.
22STCV32064 and 23STCV13634*

[Assigned for all purposes to the Hon.
Timothy Dillon in Dept. 14]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: September 8, 2021
Trial Date: None Set

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12 and all others similarly situated

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This Class and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Rosa Torres-Estrada, Jayson Argueta and Adelina Flores (collectively, “Plaintiffs”) and defendant La Amapola, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Action” means Plaintiffs’ lawsuit alleging wage and hour violations against Defendant, captioned *Rosa Torres-Estrada, et al. v. La Amapola, Inc., et al.*, Case No. 21STCV33110, initiated on September 8, 2021, and pending in the Superior Court of the State of California, County of Los Angeles.

1.2. “Administrator” means Apex Class Action Administration (“Apex”) the neutral entity Plaintiff has appointed to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee” means a person currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as a non-exempt, hourly-paid employee during the PAGA Period in the State of California.

1.5. “Class” means all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the Class Period in the State of California.

1.6. “Class Counsel” means David D. Bibiyan, Jeffrey D. Klein, and Vedang J. Patel of Bibiyan Law Group, P.C.; Grant Joseph Savoy of Solouki Savoy, LLP; and Arie Ebrahimian and David Lavi of E&L, LLP.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendant’s custody,

possession, or control, including the Class Member's (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND DATE FOR FINAL APPROVAL HEARING, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from September 8, 2017 through May 29, 2021.

1.13. "Class Representatives" means Rosa Torres-Estrada, Jason Argueta and Adelina Flores, the named plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives.

1.14. "Class Representatives Service Payments" means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Los Angeles.

1.16. "Defendant" means the named defendant La Amapola, Inc.

1.17. "Defense Counsel" means Matthew Kinley of Kinley Law Practice.

1.18. "Effective Date" means the later of: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the

Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21. “Final Judgment” means the Judgment entered by the Court based upon the Final Approval.

1.22. “Gross Settlement Amount” means \$1,800,000.00 (One Million Eight Hundred Thousand Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representatives Service Payments, and Administrator’s Expenses.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

1.25. “Judgment” means the judgment entered by the Court based upon Final Approval.

1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representatives Service Payments, Class Counsel Fees Payment, Class Counsel

Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

1.31. “PAGA Period” means the period from September 17, 2020 through the end of the Class Period.

1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.33. “PAGA Notice” means plaintiff Rosa Torres-Estrada’s September 17, 2021 letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$45,000.00) and the 75% to the LWDA (\$135,000.00) in settlement of PAGA claims.

1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. “Plaintiffs” means Rosa Torres-Estrada, Jason Argueta and Adelina Flores, the named plaintiffs in the Action.

1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.38. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1.41. “Released Parties” means: Defendant and each of its former, present and future owners, parents and subsidiaries, and all of their current, former and future officers, directors, members,

managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives. La Amapola, LLC, another named defendant in the Action, is not a party to this Agreement and is expressly excluded from the Release Parties, and no claims or causes of action asserted by Plaintiffs against La Amapola, LLC, are released, resolved, settled, compromised, or otherwise affected by this Agreement.

1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.45. “Workweek” means any week during which a Class Member worked for Defendant, for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

2. RECITALS

2.1. On September 8, 2021, plaintiff Rosa Torres-Estrada commenced this Action by filing a complaint alleging causes of action against Defendant for: failure to pay overtime and minimum wages; failure to provide meal breaks, rest breaks, or compensation in lieu thereof; waiting time penalties; wage statement violations; failure to indemnify for business expenses; and unfair competition (“Torres-Estrada Action”).

2.2. On September 20, 2021, Plaintiff Torres-Estrada submitted to the LWDA and served on Defendants a notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a

1 proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for various
2 Labor Code violations (“Torres-Estrada PAGA Notice”).

3 2.3. On December 10, 2021, after sixty-five (65) days had passed without any action by the
4 LWDA with respect to the Labor Code violations alleged in the PAGA Notice, plaintiff Rosa
5 Torres-Estrada filed a separate representative action under PAGA against Defendant in the
6 Superior Court of California, County of Los Angeles, Case No. 21STCV45250, for the Labor
7 Code violations set out in the PAGA Notice (“Torres-Estrada PAGA Action”).

8 2.4. On January 31, 2023, the Torres-Estrada Action was related to plaintiff Jayson Argueta’s
9 lawsuit alleging wage and hour violations against Defendant, captioned *Jayson Argueta v. La*
10 *Amapola, Inc.*, Case No. 22STCV32064, filed in the Superior Court of the State of California,
11 County of Los Angeles (“Argueta Action”); and plaintiff Adelina Flores’ lawsuit alleging wage
12 and hour violations against La Amapola, LLC, captioned *Adelina Flores v. La Amapola, LLC*,
13 Case No. 23STCV13634, filed in the Superior Court of the State of California, County of Los
14 Angeles (“Flores Action”), with the Torres-Estrada Action as the lead case.

15 2.5. On March 24, 2023, Plaintiff Rosa Torres-Estrada filed a Doe amendment to the Torres-
16 Estrada Action, joining La Amapola, LLC, as a party thereto.

17 2.6. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

18 2.7. Prior to mediation Plaintiffs obtained, through informal discovery: (a) time and payroll
19 records for approximately 50% of Class Members through the end of 2021 (b) class data points,
20 including the number of Class Members in the Class Period, the number of Aggrieved
21 Employees, the average hourly rate of pay in Defendant, the total number of Workweeks during
22 the Class Period, and the number of Pay Periods during the PAGA Period; and (c) all documents
23 pertaining to Plaintiff available to Defendant.

24 2.8. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in
25 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
26 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

27 2.9. On February 15, 2024, the Parties participated in an all-day mediation presided over by
28 Lynn Frank, Esquire. The mediation was successful, and in the months following, the Parties

1 have arrived at two (2) settlements, including this Settlement, to globally resolve all class and
2 PAGA claims in the Action.

3 2.10. As part and parcel of the Agreement, the Parties agreed to stipulate to plaintiff Rosa
4 Torres-Estrada's filing of a First Amended Complaint in the Torres-Estrada Action, adding Jason
5 Argueta and Adelina Flores as plaintiffs, and all allegations in the Argueta Action and the Flores
6 Action, and for plaintiffs Jason Argueta and Adelina Flores to request for dismissal without
7 prejudice of the Argueta Action and the Flores Action, respectively, thereby effectively
8 consolidating the allegations in the three actions. The First Amended Complaint in the Torres-
9 Estrada Action is the operative complaint in the Action ("Operative Complaint"). Upon the
10 acceptance of the filing of the amended complaint, Plaintiff Torres-Estrada shall also dismiss the
11 separate Torres-Estrada PAGA Action without prejudice. In the event the Court does not grant
12 final approval of this Settlement, Plaintiff Torres-Estrada will be permitted to separately refile
13 the Torres-Estrada PAGA Action without prejudice and the filing shall relate back to the original
14 filing date of the Torres-Estrada PAGA Action.

15 2.11. The Court has not granted class certification.

16 2.12. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any
17 other pending matter or action asserting claims that will be extinguished or affected by the
18 Settlement.

19 **3. MONETARY TERMS**

20 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below,
21 Defendant promises to pay \$1,800,000.00 as the Gross Settlement Amount, unless increased
22 pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll
23 taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation
24 to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in
25 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement
26 Amount without asking or requiring Participating Class Members or Aggrieved Employees to
27 submit any claim as a condition of payment. None of the Gross Settlement Amount will revert
28 to Defendant.

1 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
2 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
3 in the Final Approval:

4 3.2.1. To Plaintiffs: Class Representative Service Payment to each plaintiff of not more
5 than \$7,500.00, for a total of \$22,500.00 to Plaintiffs, in addition to any Individual Class
6 Payment and any Individual PAGA Payment Plaintiffs are entitled to receive as
7 Participating Class Members. Defendant will not oppose Plaintiffs' request for Class
8 Representatives Service Payments that do not exceed this amount. As part of the motion
9 for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will
10 seek Court approval for any Class Representative Service Payment prior to the Final
11 Approval Hearing. If the Court approves a Class Representative Service Payment less
12 than the amount requested, the Administrator will retain the remainder in the Net
13 Settlement Amount. The Administrator will pay the Class Representatives Service
14 Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for
15 employee taxes owed on the Class Representatives Service Payments.

16 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third
17 (1/3) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph
18 8.1 of this Agreement, is currently estimated to be \$600,000.00 and a Class Counsel
19 Litigation Expenses Payment of not more than \$35,000.00. Defendant will not oppose
20 requests for these payments provided that do not exceed these amounts. Plaintiffs and/or
21 Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class
22 Counsel Litigation Expenses Payment prior to the Final Approval Hearing. If the Court
23 approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses
24 Payment less than the amounts requested, the Administrator will allocate the remainder
25 to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel
26 or any other Plaintiffs' Counsel arising from any claim to any portion of Class Counsel
27 Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator
28 will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses

1 Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility
2 and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel
3 Litigation Expenses Payment and hold Defendant harmless, and indemnify Defendant,
4 from any dispute or controversy regarding any division or sharing of any of these
5 payments. There will be no additional charge of any kind to either the Settlement Class
6 Members or request for additional consideration from Defendant for such work unless,
7 Defendant materially breaches this Agreement, including any term regarding funding,
8 and further efforts are necessary from Class Counsel to remedy said breach, including,
9 without limitation, moving the Court to enforce the Agreement. Should the Court
10 approve attorneys' fees and/or litigation costs and expenses in amounts that are less than
11 the amounts provided for herein, then the unapproved portion(s) shall be a part of the
12 Net Settlement Amount.

13 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
14 \$10,990.00 except for a showing of good cause and as approved by the Court. To the
15 extent the administration expenses are less or the Court approves payment less than
16 \$10,990.00, the Administrator will retain the remainder in the Net Settlement Amount.

17 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by
18 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by
19 all Participating Class Members during the Class Period and (b) multiplying the result
20 by each Participating Class Member's Workweeks.

21 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
22 Class Member's Individual Class Payment will be allocated to settlement of
23 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
24 withholding and will be reported on an IRS W-2 Form. The 80% of each
25 Participating Class Member's Individual Class Payment will be allocated to
26 settlement of claims for interest and penalties (the "Non-Wage Portion"). The
27 Non-Wage Portions are not subject to wage withholdings and will be reported
28 on IRS 1099 Forms. Participating Class Members assume full responsibility and

liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$180,000.00 to be paid from the Gross Settlement Amount, with 75% (\$135,000.00) allocated to the LWDA PAGA Payment and 25% (\$45,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$45,000.00) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 772 Class Members who collectively worked a total of 53,255 Workweeks, and 357 of Aggrieved Employees who worked a total of 11,039 PAGA Pay Periods.

4.2. Class Data. Not later than 7 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the

1 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
2 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
3 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
4 employees who need access to the Class Data to effect and perform under this Agreement.
5 Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class
6 Data omitted class member identifying information and to provide corrected or updated Class
7 Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant
8 must send the Class Data to the Administrator, the Parties and their counsel will expeditiously
9 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or
10 omitted Class Data.

11 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
12 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by
13 transmitting the funds to the Administrator no later than 14 days after the Effective Date.

14 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the
15 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
16 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
17 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
18 the Class Representatives Service Payments. Disbursement of the Class Counsel Fees Payment,
19 the Class Counsel Litigation Expenses Payment and the Class Representatives Service Payments
20 shall not precede disbursement of Individual Class Payments and the Individual PAGA
21 Payments.

22 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
23 Individual PAGA Payments and send them to the Class Members via First Class U.S.
24 Mail, postage prepaid. The face of each check shall prominently state the date (not less
25 than 180 days after the date of mailing) when the check will be voided. The
26 Administrator will cancel all checks not cashed by the void date. The Administrator will
27 send checks for Individual Settlement Payments to all Participating Class Members
28 (including those for whom Class Notice was returned undelivered). The Administrator

will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the *cy pres* recipient, Legal Aid at Work, for use in Los Angeles County.

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASE OF CLAIMS

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs,

1 Class Members, and Class Counsel will release claims against all Released Parties as follows:

2 5.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses,
3 representatives, agents, attorneys, heirs, administrators, successors and assigns generally release
4 and discharge Released Parties from all claims, transactions, or occurrences, including, but not
5 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
6 contained in the Operative Complaint and (b) all PAGA claims that were, or reasonably could
7 have been, alleged based on facts contained in the PAGA Notice, i.e., plaintiff Rosa Torres-
8 Estrada's PAGA notice. ("Plaintiffs' Release.") Plaintiffs' Release expressly excludes all claims
9 or causes of action that were, or reasonably could have been, alleged against La Amapola, LLC,
10 based on facts contained in the Operative Complaint and in Plaintiffs' PAGA notices. Plaintiffs'
11 Release does not extend to any claims or actions to enforce this Agreement, or to any claims for
12 vested benefits, unemployment benefits, disability benefits, social security benefits, workers'
13 compensation benefits that arose at any time, or based on occurrences outside the Class Period.
14 Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to,
15 the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that
16 Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or
17 additional facts or Plaintiffs' discovery of them.

18 5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
19 purposes of Plaintiffs' Release only, Plaintiffs expressly waive and relinquish the
20 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
21 which reads:

22 A general release does not extend to claims that the creditor or releasing party does not
23 know or suspect to exist in his or her favor at the time of executing the release, and that
24 if known by him or her would have materially affected his or her settlement with the
25 debtor or Released Party.

26 5.2. Release by Participating Class Members: For the duration of the Class Period, all
27 Participating Class Members, on behalf of themselves and their respective former and present
28 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released

Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint including: (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for failure to pay all hours worked; (4) all claims for failure to provide meal periods, or compensation in lieu thereof; (5) all claims for failure to provide compliant rest periods, or compensation in lieu thereof (6) all claims for failure to pay all wages due upon separation; (7) all claims for failure to provide accurate wage statements; (8) all claims for failure to reimburse business expenses; (9) all claims for failure to maintain records; and (10) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint (“Released Class Claims”).

5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period. Release by The Released Class Claims expressly excludes all claims or causes of action that were, or reasonably could have been, alleged against La Amapola, LLC, based on facts contained in the Operative Complaint, and civil penalties under PAGA.

5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notice only, i.e., plaintiff Rosa Torres-Estrada’s PAGA notice, and only as to La Amapola, Inc. (“Released PAGA Claims”). The Released PAGA Claims expressly excludes La Amapola, LLC.

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

1 6.1. Defendant's Declaration in Support of Preliminary Approval. Within 7 days of full
2 execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed
3 declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or
4 potential conflicts of interest with the Administrator and Cy Pres Recipient.

5 6.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all
6 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and
7 memorandum in support of the Motion for Preliminary Approval that includes an analysis of the
8 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
9 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
10 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
11 the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting
12 to its willingness to serve; competency; operative procedures for protecting the security of Class
13 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
14 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
15 and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense
16 Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve
17 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
18 Members; (vi) a signed declaration from each Class Counsel firm attesting to its competency to
19 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
20 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
21 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
22 subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class
23 Members and the Administrator.

24 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
25 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
26 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
27 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
28 Approval. Class Counsel are responsible for delivering the Court's Preliminary Approval to the

Administrator.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. Plaintiff has selected Apex to serve as the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Notice to Class Members

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14

1 days after receiving the Class Data, the Administrator will send to all Class Members
2 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
3 the Class Notice with Spanish translation, substantially in the form attached to this
4 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
5 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable
6 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
7 used to calculate these amounts. Before mailing Class Notices, the Administrator shall
8 update Class Member addresses using the National Change of Address database.

9 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice
10 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
11 using any forwarding address provided by the USPS. If the USPS does not provide a
12 forwarding address, the Administrator shall conduct a Class Member Address Search,
13 and re-mail the Class Notice to the most current address obtained. The Administrator
14 has no obligation to make further attempts to locate or send Class Notice to Class
15 Members whose Class Notice is returned by the USPS a second time.

16 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks
17 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
18 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
19 notice is re-mailed. The Administrator will inform the Class Member of the extended
20 deadline with the re-mailed Class Notice.

21 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
22 discovers any persons who believe they should have been included in the Class Data
23 and should have received Class Notice, the Parties will expeditiously meet and confer,
24 and in good faith, in an effort to agree on whether to include them as Class Members.
25 If the Parties agree, such persons will be Class Members entitled to the same rights as
26 other Class Members, and the Administrator will send, via email or overnight delivery,
27 a Class Notice requiring them to exercise options under this Agreement not later than
28 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which

ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future

1 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
2 Participating Class Members who are Aggrieved Employees are deemed to release the
3 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
4 PAGA Payment.

5 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
6 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
7 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
8 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the
9 allocation by communicating with the Administrator via mail. The Administrator must encourage
10 the challenging Class Member to submit supporting documentation. In the absence of any
11 contrary documentation, the Administrator is entitled to presume that the Workweeks contained
12 in the Class Notice are correct so long as they are consistent with the Class Data. The
13 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay
14 Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator
15 shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods
16 to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

17 7.7. Objections to Settlement

18 7.7.1. Only Participating Class Members may object to the class action components of
19 the Settlement and/or this Agreement, including contesting the fairness of the
20 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
21 Counsel Litigation Expenses Payment and/or Class Representatives Service Payments.

22 7.7.2. Participating Class Members may send written objections to the Administrator by
23 mail. In the alternative, Participating Class Members may appear in Court (or hire an
24 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
25 A Participating Class Member who elects to send a written objection to the
26 Administrator must do so not later than 45 days after the Administrator's mailing of the
27 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
28 mailed).

1 7.7.3. Non-Participating Class Members have no right to object to any of the class action
2 components of the Settlement.

3 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
4 performed or observed by the Administrator contained in this Agreement or otherwise.

5 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
6 and use an internet website to post information of interest to Class Members including
7 the date, time and location for the Final Approval Hearing and copies of the Settlement
8 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
9 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
10 Class Counsel Litigation Expenses Payment and Class Representatives Service
11 Payments, the Final Approval and the Judgment. The Administrator will also maintain
12 and monitor an email address and a toll-free telephone number to receive Class Member
13 calls and emails.

14 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
15 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
16 Not later than 5 days after the expiration of the deadline for submitting Requests for
17 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
18 containing (a) the names and other identifying information of Class Members who have
19 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
20 other identifying information of Class Members who have submitted invalid Requests
21 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
22 (whether valid or invalid).

23 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
24 reports to Class Counsel and Defense Counsel that, among other things, tally the number
25 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
26 Exclusion (whether valid or invalid) received, objections received, challenges to
27 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
28 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The

Weekly Reports must include or provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator's Declaration. Before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement

1 Agreement, (1) there are 772 Class Members and 53,255 total Workweeks during the Class
2 Period and (2) there are 357 Aggrieved Employees who worked 11,039 Pay Periods during the
3 PAGA Period.

4 8.1. Defendant represents that there are no more than 53,255 Workweeks worked by Class
5 Members during the Class Period. In the event the number of Workweeks worked by Class
6 Members during the Class Period increases by more than 10%, or 5,326 Workweeks, then the
7 Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of
8 58,581 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated
9 by dividing the originally agreed-upon Gross Settlement Amount (\$1,800,000.00) by 53,255.
10 The Parties agree that the Workweek Value and the settlement amount to \$33.80 per Workweek
11 (\$1,800,000.00 / 53,255 Workweeks). Thus, for example, should there be 60,000 Workweeks
12 worked by Class Members during the Class Period, then the Gross Settlement Amount shall be
13 increased by \$47,962.20 ((60,000 Workweeks – 58,581 Workweeks) x \$33.80 per Workweek.)

14 **9. RIGHT TO WITHDRAW**

15 Defendant has the right to withdraw from the Settlement any time prior to Final
16 Approval in the event that more than 5% of Class Members opt out of the settlement. Defendant
17 shall be responsible for all administration costs incurred if it elects to withdraw.

18 **10. MOTION FOR FINAL APPROVAL**

19 Prior to the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for
20 final approval of the Settlement that includes a request for approval of the PAGA settlement
21 under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed
22 Judgment (collectively “Motion for Final Approval”). Plaintiffs shall endeavor to provide drafts
23 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
24 Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve
25 any disagreements concerning the Motion for Final Approval.

26 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by
27 a Participating Class Member, including the right to file responsive documents in Court no later
28 than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the

1 Court.

2 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
3 Approval on any material change to the Settlement (including, but not limited to, the scope of
4 release to be granted by Class Members), the Parties will expeditiously work together in good
5 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
6 Approval. The Court's decision to award less than the amounts requested for the Class
7 Representatives Service Payments, Class Counsel Fees Payment, Class Counsel Litigation
8 Expenses Payment, and/or Administrator Expenses Payment, shall not constitute a material
9 modification to the Agreement within the meaning of this paragraph.

10 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
11 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
12 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
13 and (iii) addressing such post-Judgment matters as are permitted by law.

14 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
15 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
16 Counsel Litigation Expenses Payment reflected as set forth in this Settlement, the Parties, their
17 respective counsel, and all Participating Class Members who did not object to the Settlement as
18 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
19 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
20 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
21 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
22 Parties' obligations to perform under this Agreement will be suspended until such time as the
23 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
24 the amount of the Net Settlement Amount.

25 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
26 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
27 modification of this Agreement (including, but not limited to, the scope of release to be granted
28 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless

1 expeditiously work together in good faith to address the appellate court's concerns and to obtain
2 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
3 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
4 the Court's award of the Class Representatives Service Payments or any payments to Class
5 Counsel shall not constitute a material modification of the Judgment within the meaning of this
6 paragraph, as long as the Gross Settlement Amount remains unchanged.

7 **11. AMENDED JUDGMENT**

8 If any amended judgment is required under Code of Civil Procedure section 384, the
9 Parties will work together in good faith to jointly submit and a proposed amended judgment.

10 **12. ADDITIONAL PROVISIONS**

11 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other
12 Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
13 Nothing in this Agreement is intended or should be construed as an admission by Defendant that
14 any of the allegations in the Operative Complaint have merit or that Defendant has any liability
15 for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that
16 Defendant's defenses in the Action have merit. The Parties agree that class certification and
17 representative treatment is for purposes of this Settlement only. If, for any reason the Court does
18 grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to
19 contest certification of any class for any reasons, and Defendant reserves all available defenses
20 to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any
21 grounds available and to contest Defendant's defenses. The Settlement, this Agreement and
22 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in
23 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement
24 and this Agreement).

25 12.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and
26 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
27 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
28 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly

1 or indirectly, specifically or generally, to any person, corporation, association, government
2 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
3 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
4 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
5 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
6 government agency. Each Party agrees to immediately notify each other Party of any judicial or
7 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant
8 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or
9 other communication, before the filing of the Motion for Preliminary Approval, any with third
10 party regarding this Agreement or the matters giving rise to this Agreement except to respond
11 only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class
12 Counsel's communications with Class Members in accordance with Class Counsel's ethical
13 obligations owed to Class Members.

14 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
15 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
16 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's
17 ability to communicate with Class Members in accordance with Class Counsel's ethical
18 obligations owed to Class Members.

19 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
20 together with its attached exhibits shall constitute the entire agreement between the Parties
21 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
22 inducements made to or by any Party.

23 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
24 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate
25 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
26 its terms, and to execute any other documents reasonably required to effectuate the terms of this
27 Agreement including any amendments to this Agreement.
28

1 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
2 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
3 Settlement Agreement, submitting supplemental evidence and supplementing points and
4 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
5 or content of any document necessary to implement the Settlement, or on any modification of the
6 Agreement that may become necessary to implement the Settlement, the Parties will seek the
7 assistance of a mediator and/or the Court for resolution.

8 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not
9 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
10 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
11 action, or right released and discharged by the Party in this Settlement.

12 12.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are
13 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
14 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
15 Part 10, as amended) or otherwise.

16 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
17 modified, changed, or waived only by an express written instrument signed by all Parties or their
18 representatives, and approved by the Court.

19 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
20 the benefit of, the successors of each of the Parties.

21 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
22 governed by and interpreted according to the internal laws of the state of California, without
23 regard to conflict of law principles.

24 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
25 this Agreement. This Agreement will not be construed against any Party on the basis that the
26 Party was the drafter or participated in the drafting.

27 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
28 during Action and in this Agreement relating to the confidentiality of information shall survive

1 the execution of this Agreement

2 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
3 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
4 Defendant in connection with the mediation, other settlement negotiations, or in connection with
5 the Settlement, may be used only with respect to this Settlement, and no other purpose, and may
6 not be used in any way that violates any existing contractual agreement, statute, or rule of court.

7 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
8 inserted for convenience of reference only and does not constitute a part of this Agreement.

9 12.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
10 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
11 weekend or federal legal holiday, such date or deadline shall be on the first business day
12 thereafter.

13 12.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
14 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
15 be accepted as an original. All executed counterparts and each of them will be deemed to be one
16 and the same instrument if counsel for the Parties will exchange between themselves signed
17 counterparts. Any executed counterpart will be admissible in evidence to prove the existence and
18 contents of this Agreement.

19 12.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
20 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
21 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
22 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
23 process.

24 12.19. Severability. In the event that one or more of the provisions contained in this Agreement
25 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
26 illegality, or unenforceability shall in no way effect any other provision if Defendant’s Counsel
27 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
28 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this

Agreement.

12.20. Reservation of Rights. All positions herein are made without waiver of either Party's right to move to enforce the MOU under CCP § 664.6 should material deviations remain.

IT IS SO AGREED:

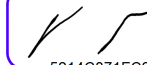
Rosa Torres Estrada

04/09/2026

Plaintiff, Rosa Torres-Estrada

For Defendant, La Amapola, Inc.

Signed by:



5214C874FC24403...

Plaintiff, Jason Argueta

Plaintiff, Adelina Flores

AGREED AS TO FORM ONLY:

Vedang J. Patel

4/10/2026

David D. Bibayan
Vedang J. Patel
Counsel for Plaintiffs

Matthew Kinley
Counsel for Defendant

Grant Joseph Savoy
Counsel for Plaintiffs

Signed by:



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Arie Ebrahimian
David Lavi
Counsel for Plaintiffs

Agreement.

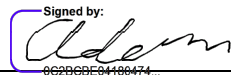
12.20. Reservation of Rights. All positions herein are made without waiver of either Party's right to move to enforce the MOU under CCP § 664.6 should material deviations remain.

IT IS SO AGREED:

Plaintiff, Rosa Torres-Estrada

For Defendant, La Amapola, Inc.

Plaintiff, Jason Argueta

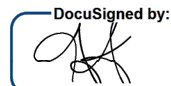
Signed by:


Plaintiff, Adelina Flores

AGREED AS TO FORM ONLY:

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiffs

Matthew Kinley
Counsel for Defendant

DocuSigned by:


Grant Joseph Savoy
Counsel for Plaintiffs

Arie Ebrahimian
David Lavi
Counsel for Plaintiffs

1 Agreement.

2 12.20. Reservation of Rights. All positions herein are made without waiver of either Party's
3 right to move to enforce the MOU under CCP § 664.6 should material deviations remain.

4
5 **IT IS SO AGREED:**

6
7 _____
8 _____
9 Plaintiff, Rosa Torres-Estrada

Carlos Galvan
CARLOS GALVAN
For Defendant, La Amapola, Inc.

10
11 _____
12 Plaintiff, Jason Argueta

13
14 _____
15 Plaintiff, Adelina Flores

16
17 **AGREED AS TO FORM ONLY:**

18
19 _____
20 David D. Bibiyan
21 Vedang J. Patel
22 Counsel for Plaintiffs

Matthew Kinley
Matthew Kinley
Counsel for Defendant

23 _____
24 Grant Joseph Savoy
25 Counsel for Plaintiffs

26 _____
27 Arie Ebrahimian
28 David Lavi
Counsel for Plaintiffs