

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

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

10 **DEFINITIONS**

11 1. “Administration Costs” means fees and costs of settlement administration services
12 rendered in administrating the settlement.

13 2. “Attorneys’ Fees and Costs” means the amount the Court authorizes to be paid to
14 Class Counsel for attorneys’ fees, not to exceed thirty-five (35) percent of the Gross Settlement
15 Amount, and litigation costs incurred in connection with the Lawsuit, not to exceed \$10,000, paid
16 from the Gross Settlement Amount.

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

20 4. “Class A Period” means the period beginning on February 1, 2017 and ending on
21 October 15, 2021, and who were inadvertently excluded from the *De La Torre* settlement.

22 5. “Class A Settlement Class Members” means all Class A Members who have not
23 submitted a timely and valid Opt-Out/Request for Exclusion pursuant to Paragraph 66.

24 6. “Class B” or “Class B Member(s)” means all current and former hourly-paid or non-
25 exempt employees who worked for Defendant American International Industries, and/or its
26 predecessor or merged entities, within the State of California at any time during the Class B Period.

27 7. “Class B Period” means the period beginning on October 16, 2021 and ending on
28 July 18, 2022.

1 8. “Class B Settlement Class Members” means all Class B Members who have not
2 submitted a timely and valid Opt-Out/Request for Exclusion pursuant to Paragraph 66.

3 9. “Class Counsel” means CounselOne, PC.

4 10. “Class List” means a list of contact information, compiled by Defendant based on its
5 records, containing the following information for each Class Member: full name, last-known
6 mailing address, last-known telephone number, Social Security number, number of workweeks
7 during the Class Periods, and number of pay periods during the PAGA Periods, along with the start
8 and end dates of employment in an hourly-paid or non-exempt position at any of Defendant’s
9 locations in California during the Class Periods.

10 11. “Class Member(s)” refers to members of Class A or Class B.

11 12. “Class Notice” means the document to be sent via first class U.S. mail to the Class
12 Members following Preliminary Approval, in substantially the form that is attached hereto as
13 “**EXHIBIT 1**,” or otherwise approved by the Court, which will notify Class Members of the
14 settlement, explain the basic terms of this Settlement Agreement, and inform Class Members of their
15 options with regard to the settlement.

16 13. “Class Periods” means, collectively, the Class A and Class B Periods.

17 14. “Defendant” means American International Industries.

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

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

26 17. “Enhancement Payment” means the amount that the Court authorizes to be paid to
27 Plaintiff Agustin Flores, in addition to his Individual Settlement Payment, in recognition of his
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1 efforts and risks in assisting with the prosecution of the Lawsuit and in exchange for him executing
2 a General Release of Defendant, paid from the Gross Settlement Amount.

3 18. “Final Approval Hearing” means the hearing following Preliminary Approval and
4 distribution of the Class Notice to the Class, at which the Court will determine whether to fully and
5 finally approve the fairness and reasonableness of the settlement, and at which Plaintiff will request
6 that the Court enter the Final Approval Order and Judgment, approve and award Attorneys’ Fees
7 and Costs, Enhancement Payment, Individual Settlement Payments, Administration Costs, and
8 LWDA Payment, and take other appropriate or necessary action as described herein.

9 19. “Final Approval Hearing Date” means the date of the Final Approval Hearing.

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

14 21. “Gross Settlement Amount” or “GSA” means the maximum total payment of two
15 hundred and eighty thousand dollars (\$285,000) payable by Defendant under this Settlement
16 Agreement, inclusive of all Individual Settlement Payments, Attorneys’ Fees and Costs,
17 Administration Costs, Enhancement Payment to Plaintiff, and LWDA Payment. The Gross
18 Settlement Amount is non-reversionary, subject to increase pursuant to Paragraph 65, and exclusive
19 of employer-side payroll taxes which shall be paid separately.

20 22. “Individual Class Payment” means the amount allocated to each Settlement Class
21 Member’s share of the Net Settlement Amount, which is either a fixed amount for Class A
22 Settlement Class Members, or for Class B Settlement Class Members, will be determined on a pro
23 rata basis based on Workweeks during the Class B Period in conformity with Paragraph 59(e).

24 23. “Individual PAGA Payment” means each PAGA Group Member’s share of 25% of
25 the PAGA Payment, which is either a fixed amount for PAGA Group A Members, or for PAGA
26 Group B Members, will be determined on a pro rata basis based on Pay Periods during the PAGA
27 Group B Period in conformity with Paragraph 59(d).

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1 24. “Individual Settlement Share(s)” means the amount allocated to Settlement Class
2 Member’s share of the Net Settlement Amount, each of which is inclusive of the employee-side
3 payroll taxes, contributions, and withholdings with respect to the wages portion of the Individual
4 Settlement Shares (“Employee Taxes”). The net payment of each Individual Settlement Share (after
5 reduction for Employee Taxes), plus his or her Individual PAGA Payment, if applicable, is referred
6 to as his or her “Individual Settlement Payment.”

7 25. “Lawsuit” means the action entitled *Agustin Flores v. American International*
8 *Industries, et al.*, filed on December 14, 2023 in the Merced County Superior Court and assigned
9 case number 23CV-04631.

10 26. “LWDA Payment” means the 75% of the PAGA Payment, paid to the California
11 Labor and Workforce Development Agency (“LWDA”) under Labor Code section 2699,
12 subdivision (i).

13 27. “Net Settlement Amount” or “NSA” means the portion of the Gross Settlement
14 Amount that is available for distribution to Settlement Class Members and PAGA Group Members,
15 which will be the Gross Settlement Amount less the amounts awarded for Attorneys’ Fees and Costs,
16 Enhancement Payment, Administration Costs, and PAGA Payment.

17 28. “Notice Plan” means the plan for the provision of notice to all Class Members under
18 this Settlement Agreement.

19 29. “PAGA” means California’s Private Attorneys General Act of 2004, Labor Code
20 sections 2698, *et seq.*

21 30. “PAGA Group A Member(s)” means all Class Members who worked for Defendant
22 at any time during the PAGA Group A Period.

23 31. “PAGA Group A Period” means the period beginning on July 24, 2019 and ending
24 on October 15, 2021, and who were inadvertently excluded from the *De La Torre* settlement.

25 32. “PAGA Group B Member(s)” means all Class Members who worked for Defendant
26 at any time during the PAGA Group B Period.

27 33. “PAGA Group B Period” means the period beginning on October 16, 2021 and
28 ending on July 18, 2022.

1 34. “PAGA Group Member(s)” means all PAGA Group A Members and PAGA Group
2 B Members.

3 35. “PAGA Payment” means the payment that is to be approved by the Court pursuant
4 to the PAGA (*i.e.*, \$40,000), and distributed as follows: seventy-five (75%) of the PAGA Payment
5 (*i.e.*, \$30,000) to the LWDA (again, “LWDA Payment”), and twenty-five percent (25%) (*i.e.*,
6 \$10,000) to the Class Members employed during the PAGA Periods. Class Counsel shall give timely
7 notice of the settlement to the LWDA under Labor Code section 2699, subdivision (l)(2).

8 36. “PAGA Group Members’ Released Claims” means all penalties under the PAGA
9 during the PAGA Periods, arising from any and all claims alleged in the operative complaint filed
10 in the Lawsuit, or that could have been asserted based on the facts alleged by Plaintiff in the
11 operative complaint filed in the Lawsuit

12 37. “Parties” means Plaintiff, individually and on behalf of all Class Members, and
13 Defendant, who are each individually referred to as “Party.”

14 38. “Pay Period(s)” means pay periods during the PAGA Periods which, based on
15 Defendant’s records, PAGA Group Members were actively employed by Defendant and worked
16 during at least a portion of such pay period in an hourly-paid or non-exempt position with Defendant
17 in California.

18 39. “Plaintiff” or “Class Representative” means Agustin Flores.

19 40. “Plaintiff’s Released Claims” means that, in addition to the Settlement Class
20 Members’ Released Claims, in exchange for the consideration recited in this Settlement Agreement,
21 including but not limited to the Enhancement Payment, Plaintiff releases, acquits, discharges,
22 covenants not to sue any of the Released Parties for any claim, whether known or unknown, which
23 he has ever had or hereafter may claim to have, arising on or before the date he signed this Settlement
24 Agreement, including, without limitation, to any claims relating to or arising out of any aspect of
25 his relationship with Defendant. The release by Plaintiff includes a waiver of their individual rights
26 under Civil Code section 1542, the specific terms and details of which are set forth in Paragraph 58.

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

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

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

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

16 45. “Settlement Class” or “Settlement Class Members” means all Class Members,
17 whether Class A or B, who have not submitted a timely and valid Opt-Out/Request for Exclusion
18 pursuant to Paragraph 66.

19 46. “Settlement Class Members’ Released Claims” means all claims contained in the
20 operative complaint in the Lawsuit, or that could have been asserted based on the facts,
21 circumstances, transactions, occurrences, acts, omissions, or failures to act alleged by Plaintiff in
22 the operative complaint in the Lawsuit during the Class Period. The Settlement Class Member(s)
23 Released Claims include all claims based on allegations for: (1) failure to pay minimum wages; (2)
24 failure to pay overtime wages; (3) non-compliant meal periods and/or failure to make premium
25 payments thereon; (4) non-compliant rest breaks and/or failure to make premium payments thereon;
26 (5) failure to provide accurate itemized wage statements; (6) failure to pay all wages owed timely
27 and upon separation of employment; (7) failure to reimburse for business expenses; (8) failure to
28 maintain and keep accurate records; (9) and unfair business practices related to the Settlement Class

Members' Released Claims, along with any potential penalties, interest, or attorneys' fees based on the alleged failure set forth in (1) through (10) above, the specific terms and details of which are set forth in Paragraph 57. This release excludes the release of claims not permitted by law.

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

RECITALS

48. **Procedural History.** Plaintiff filed his complaint on December 14, 2023 in the Merced County Superior Court, alleging: (1) failure to pay minimum wages pursuant to Labor Code sections 1182.12, 1194, 1194.2, 1197, and 1197.1, and 1199 and applicable California Industrial Welfare Commission ("IWC") Wage Orders; (2) failure to pay overtime wages pursuant to Labor Code sections 223, 510, and 1198 and applicable IWC Wage Orders; (3) failure to provide compliant meal periods and/or pay premiums owed thereon in violation of Labor Code sections 226.7 and 512 and applicable IWC Wage Orders; (4) failure to provide compliant rest breaks and/or pay premiums owed thereon in violation of Labor Code section 226.7 and applicable IWC Wage Orders; (5) failure to provide accurate itemized wage statements in violation of Labor Code sections 226 and 226.3; (6) failure to pay all wages owed timely during employment and upon termination in violation of Labor Code sections 201-204 and 210; (7) failure to reimburse business expenses in violation of Labor Code sections 2800 and 2082; (8) failure to keep requisite payroll records in violation of Labor Code section 1174, subdivision (d); (9) violations of Business and Professions Code sections 17200, *et seq.*; and (10) penalties pursuant to PAGA.

49. **Pre-Filing PAGA Notice.** On January 13, 2023, Plaintiff's counsel provided pre-filing written notice to the LWDA and by certified mail to Defendant of the above-identified allegations on behalf of Plaintiff and similarly situated aggrieved employees in accord with PAGA.

50. **Discovery and Investigation.** The Parties engaged in informal discovery and investigation, and such was sufficient to allow the Parties to evaluate the case prior to settlement. The Parties agreed to an informal exchange of data. For example, Class Counsel requested production of key information such as the number of putative class members and aggrieved

employees, relevant wage and hour policies, time and payroll records, rates of pay, among other things. Class Counsel also analyzed time and payroll records to determine violation rates across the Class, along with other relevant data counts.

51. **Good-Faith Settlement.** After having performed investigation and analysis of the legal and factual issues and risks, the Parties engaged in settlement negotiations. The settlement discussions were conducted at arm's-length. As a result of the settlement negotiations, the Parties came to an agreement on all material terms of this settlement and resolution of the Lawsuit.

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

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

54. **This Settlement is Fair, Adequate and Reasonable.** The Parties believe this settlement is a fair, adequate, and reasonable settlement of this Lawsuit and have arrived at this settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

TERMS AND CONDITIONS

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

55. **Non-Admission of Liability.** This Settlement Agreement represents a compromise and settlement of highly disputed claims. Defendant denies each and all of the claims alleged by Plaintiff in the Lawsuit. The Parties enter into this Settlement Agreement to resolve the Lawsuit and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and generally and specifically denies, that it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees and the Class. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violation(s) or failure(s) to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a noncompliance with, federal, state, local or other applicable law. In addition, as set forth herein, the Parties intend this settlement to be contingent upon the Preliminary Approval and Final Approval of this Settlement Agreement;

1 and the Parties do not waive, and instead expressly reserve, their respective rights to prosecute and
2 defend the Lawsuit as if this Settlement Agreement never existed in the event the settlement is not
3 finally approved as set forth herein.

4 56. **Release of Claims.** As of the Effective Date, Plaintiff and all Class Members who
5 did not submit valid requests for exclusion from the settlement will release and forever discharge
6 Defendant, and each of its former and present parents, officers, directors, employees, partners,
7 shareholders, owners, trustees, representatives, agents, attorneys, subsidiaries, related
8 companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, affiliates,
9 and insurers, and all of their respective successors, subsidiaries, assigns, or legal representatives
10 (again, the “Released Parties”), from the Settlement Class Members’ Released Claims during the
11 Class Periods. The Settlement Class Members’ Released Claims include all claims contained in the
12 operative complaint in the Lawsuit, or that could have been asserted based on the facts,
13 circumstances, transactions, occurrences, acts, omissions, or failures to act alleged by Plaintiff in
14 the operative complaint in the Lawsuit during the Class Periods. The Settlement Class Member(s)
15 Released Claims include all claims based on allegations for: (1) failure to pay minimum wages; (2)
16 failure to pay overtime wages; (3) non-compliant meal periods and/or failure to make premium
17 payments thereon; (4) non-compliant rest breaks and/or failure to make premium payments thereon;
18 (5) failure to provide accurate itemized wage statements; (6) failure to pay all wages owed timely
19 and upon separation of employment; (7) failure to reimburse for business expenses; (8) failure to
20 maintain and keep accurate records; (9) unfair business practices; and (10) penalties pursuant to
21 PAGA related to the Settlement Class Members’ Released Claims, along with any potential
22 penalties, interest, or attorneys’ fees based on the alleged failure set forth in (1) through (10) above.
23 This release excludes the release of claims not permitted by law.

24 Notwithstanding the foregoing, all Class Members, whether or not they submit a request for
25 exclusion from the settlement, employed by Defendant during the PAGA Periods (the PAGA Group
26 Members) will receive a PAGA payment and will no longer be able to seek penalties pursuant to
27 the PAGA, for the PAGA Periods, arising from any and all claims alleged in the operative complaint
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1 filed in the Lawsuit, or that could have been asserted based on the facts alleged by Plaintiff in the
2 operative complaint filed in the Lawsuit (“PAGA Group Members Released Claims”).

3 57. **General Release by Plaintiff Only.** As of the Effective Date, in addition to the
4 Settlement Class Members’ Released Claims, releases, acquits, discharges, covenants not to sue any
5 of the Released Parties for any claim, whether known or unknown, which he has ever had or
6 hereafter may claim to have, arising on or before the date he signed this Settlement Agreement,
7 including, without limitation, to any claims relating to or arising out of any aspect of his relationship
8 with Defendant. The release by Plaintiff includes a waiver of their individual rights under Civil
9 Code section 1542, which states as follows:

10 **A general release does not extend to claims that the creditor or**
11 **releasing party does not know or suspect to exist in his or her**
12 **favor at the time of executing the release and that, if known by**
him or her, would have materially affected his or her settlement
with the debtor or released party.

13 Accordingly, if the facts relating in any manner to this Settlement Agreement are found hereafter to
14 be other than or different from the facts now believed to be true, the release of claims contained
15 herein shall be effective as to all unknown claims (again, “Plaintiff’s Released Claims”). Plaintiff’s
16 Released Claims exclude the release of claims not permitted by law.

17 58. **Payments under the Settlement.** In consideration of the mutual covenants and
18 promises set forth herein, Defendant agrees to make payment under this Settlement Agreement for
19 the Gross Settlement Amount of two hundred and eighty-five thousand dollars (\$285,000). The
20 Gross Settlement Amount is non-reversionary, subject to increase pursuant to Paragraph 65, and
21 exclusive of employer-side payroll taxes which shall be paid separately. The Parties further agree,
22 subject to Court approval, that the Gross Settlement Amount shall be apportioned as follows:

23 a. Plaintiff will apply to the Court for an award of attorneys’ fees of no more than
24 thirty-five percent (35%) of the Gross Settlement Amount (*i.e.*, no more than \$99,750) to Class
25 Counsel and reimbursement of actual litigation costs and expenses up to ten thousand dollars
26 (\$10,000) to Class Counsel (again, “Attorneys’ Fees and Costs”). The Attorneys’ Fees and Costs
27 are included in, and will be paid from, the Gross Settlement Amount. Defendant will not oppose
28 such application.

1 b. Plaintiff will also apply to the Court for payment to the Settlement
2 Administrator for the costs of notice and settlement administration not to exceed ten thousand
3 dollars (\$10,000) (again, “Administration Costs”). The Administration Costs are included in, and
4 will be paid from, the Gross Settlement Amount. Defendant will not oppose such application.

5 c. Plaintiff will apply to the Court for payment in the amount of up to five
6 thousand dollars (\$5,000) to Plaintiff (again, “Enhancement Payment”), for his services and
7 responsibilities in prosecuting the Lawsuit. The Enhancement Payment is included in, and will be
8 paid from, the Gross Settlement Amount. Defendant will not oppose such application.

9 d. The amount of Forty Thousand Dollars (\$40,000) is allocated towards
10 penalties pursuant to the PAGA (again, “PAGA Payment”), of which the LWDA will be paid in the
11 amount of Thirty Thousand Dollars (\$30,000) (again, “LWDA Payment”), and the amount of Ten
12 Thousand Dollars (\$10,000) will be distributed to PAGA Group Members as follows (“Individual
13 PAGA Payments”):

14 i. For PAGA Group A Members, on a pro rata basis based on Pay Periods
15 during the PAGA Group B Period (*i.e.*, individual recovery depends on each PAGA Group A
16 Member’s ratio of his or her Pay Periods relative to the total Pay Periods of all PAGA Group A
17 Members) who worked during the PAGA Period, and irrespective of whether he or she is a
18 Settlement Class Member.

19 ii. For PAGA Group B Members, on a pro rata basis based on Pay Periods
20 during the PAGA Group B Period (*i.e.*, individual recovery depends on each PAGA Group B
21 Member’s ratio of his or her Pay Periods relative to the total Pay Periods of all PAGA Group B
22 Members) who worked during the PAGA Period, and irrespective of whether he or she is a
23 Settlement Class Member.

24 The PAGA Payment will be included in, and will be paid from, the Gross Settlement Amount.

25 e. The Net Settlement Amount will be the amount that is available for
26 distribution to Settlement Class Members, as follows:

27 i. For Class A Settlement Class Members, on a pro rata basis based on
28 Workweeks during the Class A Period, calculated as follows: The Settlement Administrator will

determine each Class A Member's individual Workweeks. The sum of all Class A Members' individual Workweeks will be the "Total Workweeks." The Net Settlement Amount will be divided by the Total Workweeks to yield the "Workweek Value." Each Class A Settlement Class Member's Individual Settlement Share will then be determined by multiplying his or her individual Workweeks by the Workweek Value.

ii. For Class B Settlement Class Members, on a pro rata basis based on Workweeks during the Class B Period, calculated as follows: The Settlement Administrator will determine each Class B Member's individual Workweeks. The sum of all Class B Members' individual Workweeks will be the "Total Workweeks." The Net Settlement Amount will be divided by the Total Workweeks to yield the "Workweek Value." Each Class B Settlement Class Member's Individual Settlement Share will then be determined by multiplying his or her individual Workweeks by the Workweek Value.

2. The net payment of each Settlement Class Member's Individual Settlement Share (after reduction of Employee Taxes), plus Individual PAGA Payment, if applicable, is referred to as his or her Individual Settlement Payment.

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

60. **Taxation of Settlement Proceeds.**

a. The Parties agree that twenty percent (20%) of each Individual Settlement Share will be considered taxable wages and will be reported as such to each Settlement Class Member on a W-2 Form. The Parties agree that eighty percent (80%) of each Individual Settlement Share will be considered interest and penalties and will be reported as such to each Settlement Class Member on an IRS Form 1099 (if required).

1 b. The Settlement Administrator shall calculate and remit to applicable taxing
2 authorities sufficient amounts for the Employee and Employer Taxes. Any funds returned by taxing
3 authorities due to cancellation of any Individual Settlement Payment checks will be transmitted in
4 accordance with Paragraph 69(c), the same as all other residual funds associated with Individual
5 Settlement Payment checks.

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

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

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

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

19 61. **Notice Procedure.**

20 a. Notice in both English and Spanish, distribute payments under the Settlement
21 Agreement, handle tax reporting, establish and host a dedicated case settlement website, and field
22 questions with a telephonic hotline.

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

3 c. The Settlement Administrator shall be responsible for:

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

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

9 iii. Receiving and processing Workweek Disputes and rejecting timely or
10 improper Workweek Disputes;

11 iv. Keeping track of Requests for Exclusion, and rejecting untimely or
12 improper Requests for Exclusion;

13 v. Keeping track of Objections that it receives;

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

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

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

23 ix. Notifying Defendant's Counsel, within three (3) business days after
24 the Effective Date, of the wiring instructions to fund the Gross Settlement Amount, which must be
25 paid by Defendant in the amount and in accordance with the deadline set forth in Paragraph 69(a);

26 x. Distributing payments due under the Settlement Agreement;

27 xi. Issuing a W-2 Form to each Settlement Class Member for the wage
28 portion of each Individual Settlement Share, a 1099 Form (if required) to each Settlement Class

1 Member for the non-wage portion of each Individual Settlement Share, a 1099 Form to Plaintiff for
2 the Enhancement Award, a 1099 Form to Class Counsel for the Attorneys' Fees and Costs award,
3 and a 1099 Form to the Settlement Administrator for all Administration Costs; and,

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

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

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

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

27 62. **Settlement Payments.** Class Members are not required to submit a claim form to
28 receive a settlement payment.

63. **Submission of Workweek Disputes.**

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

b. The Settlement Administrator will notify counsel for the Parties via email. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Parties and the Settlement Administrator will evaluate the evidence and discuss in good faith how many Workweeks to be credited to Class B Members and in conformity with Paragraph 59(e). If the Parties and the Settlement Administrator do not reach agreement, the Court will make the final determination as to how many Workweeks should be credited.

64. **Pro-Rata Increase of Gross Settlement Amount.** Defendant’s best estimate of the number of Class A individuals is 40, and Defendant’s best estimate of the number of Class B individuals is 328. Plaintiff is entering into this Settlement Agreement based on these representations. In the event it is determined that the actual number of putative class members exceeds 40 (Class A) or 328 (Class B) by more than 10%, then the Gross Settlement Amount shall be increased by the percentage amount in excess of 10%. For example, if the actual number of putative class members is determined to be 11% higher than 40 (Class A) or 328 (Class B), the Gross Settlement Amount shall be increased by 1% or will be cut off at the 10% increased number. However, the Gross Settlement Amount will not be reduced based on Defendant’s estimated Class size.

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65. **Opt-Out Procedure.**

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

b. A Request for Exclusion, in order to be deemed valid, must: (1) be signed by the Class Member; (2) contain the case name and number of the Lawsuit; (3) contain the Class Member's full name, telephone number, and mailing address; (4) clearly state that the Class Member wants to opt out of the settlement.; and (5) be postmarked no later than the Response Deadline. No specific language is required in the Request for Exclusion provided it is sufficiently clear that the Class Member desires to be excluded from the class settlement.

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

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

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

66. **Defendant's Right To Cancel.**

If fifteen percent (15%) or more of the Class Members submit a timely and valid Request for Exclusion, Defendant shall have the sole and absolute discretion to withdraw from this Settlement Agreement within ten (10) calendar days after the Response Deadline by providing written notice of such withdrawal to Class Counsel. In the event that Defendant elects to withdraw

as set forth in this provision, the withdrawal shall have the same effect as a termination of this Settlement Agreement for failure to satisfy a condition of settlement and shall become null and void and have no further force or effect. If Defendant exercises its option to terminate this settlement, it shall pay all Settlement Administration Costs incurred up to the date and as a result of the termination.

67. **Objections to Settlement.**

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

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

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

68. **Settlement Proceeds Distribution Deadlines.**

a. Defendant shall fund the Gross Settlement Amount within ten (10) business days after the Effective Date in the amount of Two Hundred and Eighty-Five Thousand Dollars (\$285,000). If the Gross Settlement Amount increases pursuant to Paragraph 67, then the amount to be paid by Defendant will proportionally increase.

b. No later than ten (10) calendar days after Defendant fully funds the Gross Settlement Amount, the Settlement Administrator shall distribute payments in accordance with this

1 Agreement and the Court's orders, as follows: (i) full payment of the Enhancement Payment to
2 Plaintiff; (ii) full payment of the LWDA Payment to the LWDA; (iii) full payment of Individual
3 Settlement Payments to Settlement Class Members; (iv) full payment of Individual PAGA Payments
4 to Class Members employed during the PAGA Periods; (v) full payment of Attorneys' Fees and
5 Costs to Class Counsel; and (vi) full payment of Administration Costs to the Settlement
6 Administrator.

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

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

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

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

27 69. **Binding Effect.**

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

5 b. Subject to Final Approval, all Class Members, whether or not they submit a
6 request for exclusion, employed by Defendant during the PAGA Periods (the "PAGA Group
7 Members") will receive an Individual PAGA payment and will no longer be able to seek penalties
8 under the PAGA, arising from any and all claims alleged in the operative complaint filed in the
9 Lawsuit, or that could have been asserted based on the facts alleged by Plaintiff in the operative
10 complaint filed in the Lawsuit ("PAGA Group Members' Released Claims").

11 c. A copy of the Final Approval Order and Judgment will be available on the
12 Settlement Administrator's website pursuant to California Rules of Court, Rule 3.771, subdivision
13 (b).

14 70. **Provisional Approval of Settlement.** After execution of this Settlement Agreement,
15 Plaintiff shall promptly file a motion in the Lawsuit requesting Preliminary Approval of the
16 settlement consistent with the terms of this Settlement Agreement. Defendant shall not oppose the
17 Motion for Preliminary Approval of the settlement so long as the motion and supporting papers are
18 consistent with the terms of this Settlement Agreement. By way of the motion, the Court will be
19 requested to enter a Preliminary Approval Order that:

20 a. Preliminarily approves this Settlement Agreement;
21 b. Conditionally certifies the Class, for purposes of settlement;
22 c. Preliminarily appoints Plaintiff as representative of the Class for settlement
23 purposes;

24 d. Preliminarily appoints CounselOne, PC as Class Counsel for the Class for
25 settlement purposes;

26 e. Approves and appoints CPT Group, Inc. as the Settlement Administrator to
27 administer the settlement as required by this Settlement Agreement;

1 f. Approves the form of the Class Notice and requires that it be sent to Class
2 Members by first class U.S. mail;
3 g. Approves the Notice Plan;
4 h. Schedules the Final Approval Hearing; and
5 i. Approves the procedure and deadlines (including the Response Deadline) for
6 Class Members to submit Requests for Exclusion, Objections, and Workweek Disputes.

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

11 72. **Final Approval Order and Judgment.** Plaintiff will request, and Defendant will
12 concur in said request, that the Court enter, after the Final Approval Hearing, a Final Approval Order
13 and Judgment drafted by Plaintiff in the form that is consistent with this Settlement Agreement and
14 subject to prior review and approval by Defendant. Plaintiff will request that the Final Approval
15 Order and Judgment find that this settlement is fair, just, equitable, reasonable, adequate and in the
16 best interests of the Class, enter judgment in accordance with California Rules of Court, Rule 3.769,
17 and require the Parties to carry out the provisions of this Settlement Agreement.

18 73. **Voiding of Settlement Agreement if Settlement Not Finalized or for Failure to**
19 **Satisfy Conditions.**

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

23 b. If for any reason the settlement set forth in this Settlement Agreement is
24 terminated as provided under this Paragraph or Paragraph 67, or does not otherwise become final:

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

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

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

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

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

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

23 75. **Notices.** All notices, requests, demands, and other communications required or
24 permitted to be given pursuant to this Settlement Agreement to the Parties shall be in writing, and
25 shall be delivered by first class U.S. mail through counsel, as follows:

For Plaintiff and the Class:

Anthony J. Orshansky
Email: anthony@counselonegroup.com
CounselOne, PC
9301 Wilshire Boulevard Suite 650
Beverly Hills, California 90210

For Defendant:

Jesse M. Caryl
Email: jcaryl@bcklegal.com
Bent Caryl & Kroll, LLP
6300 Wilshire Boulevard, Suite 1415
Los Angeles, California 90048

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

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

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

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

80. **Execution in Counterparts.** This Settlement Agreement may be signed in one or more counterparts and electronic signatures are acceptable. All executed copies of this Settlement

1 Agreement, and photocopies thereof (including facsimile copies of the signature pages), shall have
2 the same force and effect and shall be as legally binding and enforceable as the original.

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

6 82. **Governing Law.** This Settlement Agreement shall be interpreted, construed,
7 enforced, and administered in accordance with the laws of the State of California, without regard to
8 conflict of law rules.

9 83. **Reservation of Jurisdiction.** Notwithstanding entry and filing of the Final Approval
10 Order and Judgment, the Court shall retain jurisdiction for purposes of interpreting and enforcing
11 the terms of this Settlement Agreement.

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

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

23 86. **Warranties and Representations.** With respect to themselves, each of the Parties
24 to this Settlement Agreement and/or their agents or counsel represent, covenant, and warrant that
25 (a) they have full power and authority to enter into and consummate all transactions contemplated
26 by this Settlement Agreement and have duly authorized the execution, delivery, and performance of
27 this Settlement Agreement and (b) the person executing this Settlement Agreement has the full right,
28 power, and authority to enter into this Settlement Agreement on behalf of the Party for whom

1 he/she/it has executed this Settlement Agreement, and the full right, power, and authority to execute
2 any and all necessary instruments in connection herewith, and to fully bind such Party to the terms
3 and obligations of this Settlement Agreement.

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IT IS SO AGREED:

Dated: 3/25/2024



Plaintiff Agustin Flores

Dated: _____

Name: _____

Title: _____

On Behalf of Defendant American International
Industries

APPROVED AS TO FORM

Dated: 3/25/2024



Anthony J. Orshansky
CounselOne, PC
Attorneys for Plaintiff

Dated: _____

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

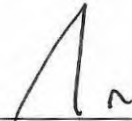
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IT IS SO AGREED:

Dated: _____

Plaintiff Agustin Flores

Dated: June 7, 2024



Name: Rabi Ryman

Title: _____

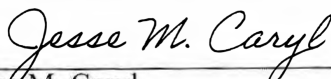
On Behalf of Defendant American International Industries

APPROVED AS TO FORM

Dated: _____

Anthony J. Orshansky
CounselOne, PC
Attorneys for Plaintiff

Dated: June 7, 2024


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