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Attorneys for Plaintiff,
CLAUDIA GARCIA,
on behalf of herself, all aggrieved employees, and the State
of California as a Private Attorneys General

(Additional Counsel on Following Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CLAUDIA GARCIA, an individual, on behalf of
herself, all aggrieved employees, and the State of
California as a Private Attorneys General,

Plaintiff,

v.

LATARA ENTERPRISES, INC. DBA
FOUNDATION LABORATORY, a California
corporation and DOES 1-50, inclusive,

Defendants.

Case No. 23STCV21976

HON. RUPERT A. BYRDSOON (DEPT. 28)

**SETTLEMENT AGREEMENT AND
RELEASE OF PAGA CLAIMS**

Complaint Filed: September 12, 2023
Trial Date: None Set

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Attorneys for Defendant,
LATARA ENTERPRISE, INC.
DBA FOUNDATION LABORATORY

This Settlement Agreement and Release of PAGA Claims (“Agreement”) is between Plaintiff Claudia Garcia (“Plaintiff”), on behalf of herself, the State of California, and other allegedly aggrieved employees, and Defendant Latara Enterprises, Inc. DBA Foundation Laboratory (“Defendant” and with Plaintiff, the “Parties”). By executing this Agreement, the Parties intend to settle the lawsuit entitled *Claudia Garcia v. Latara Enterprises, Inc. DBA Foundation Laboratory*, Case No. 23STCV21976 (Los Angeles County Superior Court, filed September 12, 2023) (the “Action”) involving claims brought under the California Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2698 *et seq.*

1. DEFINITIONS

The following terms shall be defined as set forth below for purposes of this Agreement only:

1.1. “Administration Fees” means the amount to be paid to the Settlement Administrator (as defined below) for costs associated with administration of the settlement contemplated by this Agreement, including costs for, among other things, printing, copying, formatting, translation of materials, postage, envelopes, computer searches to locate addresses, calculation of payments, costs associated with the process for any uncashed settlement checks, and any other expenses the Settlement Administrator incurs to complete the settlement process according to the terms of this Agreement. The Parties agree that Administration Fees will not exceed \$3,750, all of which are to be taken from the PAGA Gross Settlement Amount (as defined below).

1.2. “Aggrieved Employees” means all non-exempt individuals in California who were employed by Defendant Latara Enterprises, Inc. DBA Foundation Laboratory and assigned to perform work at Defendant Latara Enterprises, Inc. DBA Foundation Laboratory’s California facilities during the Settlement Period (as defined below).

1.3. “Aggrieved Employee Settlement Amount” means 35% of the PAGA Net Settlement Amount (as defined below).

1.4. “Approval Order” means the approval order issued and entered by the Court following a Motion or Stipulation for approval of this Agreement.

1.5. “Attorneys’ Fees and Costs” means the payment, as approved by the Court, to be made to Plaintiff’s Counsel (as defined below) in full satisfaction of all claims Plaintiff may have for

1 reasonable attorneys' fees, litigation costs, and expenses incurred in the Action. Attorneys' Fees and
2 Costs are to be taken from the PAGA Gross Settlement Amount (as defined below). The amount of
3 attorneys' fees awarded to Plaintiff's Counsel may not exceed 33- $\frac{1}{3}$ % of the PAGA Gross Settlement
4 Amount, and the amount of litigation costs and expenses (combined) may not exceed \$25,000.
5 Defendant will not object to or otherwise oppose requests consistent with this paragraph.

6 **1.6. "Effective Date"** means the date on which the Judgment (as defined below)
7 becomes final. For purposes of this Agreement, the Judgment "becomes final" upon the latter of: (i) if
8 no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other
9 challenge to, the Judgment (this time period shall not be less than 60 calendar days after the Judgment is
10 entered); (ii) if there is an appeal, the date the Judgment is affirmed on appeal, the date of dismissal of
11 such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme
12 Court; or (iii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any
13 proceeding on review of any court of appeal decision relating to the Judgment. No money will be
14 distributed unless and until the Effective Date occurs.

15 **1.7. "Individual Settlement Payments to Aggrieved Employees"** means the
16 individual payments that shall be made to each Aggrieved Employee, which in the aggregate shall total
17 the Aggrieved Employee Settlement Amount. Individual Settlement Payments to Aggrieved Employees
18 are to be taken from the PAGA Net Settlement Amount (as defined below).

19 **1.8. "Judgment"** means a judgment entered by the Court that approves this
20 Agreement, incorporates by reference the terms and conditions of this Agreement, and dismisses the
21 Action with prejudice.

22 **1.9. "LWDA"** means the Labor and Workforce Development Agency.

23 **1.10. "LWDA PAGA Payment"** means the payment that shall be made to the LWDA,
24 which shall equal 65% of the PAGA Net Settlement Amount (as defined below). LWDA PAGA
25 Payment is to be taken from the PAGA Net Settlement Amount.

26 **1.11. "PAGA Gross Settlement Amount"** means Two Hundred Thousand Dollars
27 (\$200,000). This amount shall be used to satisfy all liabilities arising from this Agreement, including
28 Attorneys' Fees and Costs, Plaintiff's Enhancement Payment (as defined below), Individual Settlement

Payments to Aggrieved Employees, Administration Fees, and LWDA PAGA Payment. Defendant shall pay exactly the PAGA Gross Settlement Amount to fulfill all of its obligations under this settlement. The amount of the PAGA Gross Settlement Amount is a material term of this Agreement and Defendant shall not be required to pay more than the PAGA Gross Settlement Amount.

1.12. “PAGA Net Settlement Amount” means the amount, as approved by the Court, after Attorneys’ Fees and Costs, Plaintiff’s Enhancement Payment, and Administration Fees are subtracted from the PAGA Gross Settlement Amount.

1.13. “Plaintiff’s Counsel” means the law firms of Koul Law Firm, APC, and the Majarian Law Group, APC.

1.14. “Plaintiff’s Enhancement Payment” means the Court-approved payment that shall be made to Plaintiff in consideration for his time and assistance provided to Plaintiff’s Counsel in pursuing this Action. Plaintiff’s Enhancement Payment shall be in addition to the amount payable to Plaintiff as the Individual Settlement Payments to Aggrieved Employees. Plaintiff’s Enhancement Payment shall not exceed \$7,500. Plaintiff’s Enhancement Payment shall also be consideration for a general release of all known and unknown claims against the Released Parties (as defined below). Plaintiff’s Enhancement Payment is to be taken from the PAGA Gross Settlement Amount.

1.15. “Settlement Administrator” means ILYM Group, Inc., or any other third-party settlement administrator approved by the Parties. The Settlement Administrator will be responsible for establishing a Qualified Settlement Fund (as defined below), and issuing all payments and appropriate tax forms.

1.16. “Settlement Period” means July 2, 2022 through June 30, 2025.

1.17. “Qualified Settlement Fund” means a fund established by the Settlement Administrator pursuant to U.S. Treasury Regulation Section 468B-1.

2. RECITALS AND PROCEDURAL HISTORY

2.1. Allegations in the Action. On September 12, 2023, Plaintiff filed the Action in the Superior Court of the State of California for the County of Los Angeles, individually and on behalf of the State of California and similarly situated “aggrieved employees” pursuant to PAGA.

2.2. Defendant’s Denials. Nothing in this Agreement shall constitute an admission

on behalf of Defendant of any form of liability or the accuracy of any allegation against it. Defendant denies (1) all the material allegations in the Action; (2) that it violated any applicable laws; and (3) that it is liable for damages, penalties, attorneys' fees, costs, or any other form of compensation or remedy with respect to the claims asserted in the Action. Nevertheless, without admitting any liability or wrongdoing, Defendant has agreed to settle the Action on the terms set forth in this Agreement to avoid the burden, expense, and uncertainty of litigation. Any statements by Defendant in this Agreement are made for settlement purposes only.

2.3. Counsel's Investigation. Plaintiff's Counsel has investigated the facts relating to the claims alleged in the Complaint and also has analyzed all defenses. Plaintiff's Counsel also engaged in formal and informal discovery and obtained the production of relevant data from Defendant prior to settlement discussions, to allow Plaintiff's Counsel to further investigate and evaluate the claims and defenses in this Action.

2.4. Negotiation of Settlement. Subsequent to their exchange of data and documents, the Parties engaged in arms-length negotiations on April 30, 2025 through a mediation facilitated by Katherine Edwards, Esq. with a view toward achieving substantial benefits for the Aggrieved Employees and the State of California, while avoiding the cost, delay, and uncertainty of further litigation.

3. COURT APPROVAL OF SETTLEMENT

3.1. Court Approval of the Settlement. The Parties will present this Agreement to the Court and will jointly stipulate and request that the Court issue the Approval Order and Judgment. Upon entry of the Approval Order, the Court shall also enter Judgment. Plaintiff's counsel agrees that the stipulation for settlement will be filed as soon as possible, and shall include this Agreement, a [Proposed] Approval Order, and a [Proposed] Judgment.

4. SETTLEMENT PROCEEDS

4.1. Funding of the Settlement. Within 30 calendar days after the Effective Date, Defendant will deposit the PAGA Gross Settlement Amount with the Settlement Administrator.

4.2. Delivery of the List of Aggrieved Employees. As soon as practicable, but no later than 30 calendar days after the Effective Date, Defendant will provide the Settlement Administrator

1 with a confidential list containing the Aggrieved Employees' names, last known addresses, last known
2 telephone numbers, and social security numbers, which will be used to send the Individual Settlement
3 Payments to Aggrieved Employees. Defendant will also provide the Settlement Administrator with the
4 number of pay periods worked by each Aggrieved Employee as of June 30, 2025. Data provided by
5 Defendant shall be kept confidential by the Settlement Administrator except for purposes of
6 administering the settlement. The Settlement Administrator shall not share any personally-identifying
7 Aggrieved Employee data with Plaintiff's Counsel, but may disclose the number of Aggrieved
8 Employees, the number of pay periods worked by each Aggrieved Employee, and their Individual
9 Settlement Payments.

10 **4.3. Categories of Settlement Payments.** Within 60 calendar days after the Effective
11 Date, the Settlement Administrator shall issue the following payments: (a) the Individual Settlement
12 Payments to Aggrieved Employees (including Plaintiff); (b) the LWDA PAGA Payment to the LWDA;
13 (c) Plaintiff's Enhancement Payment to Plaintiff; (d) Attorney's Fees and Costs to Plaintiff's Counsel;
14 and (e) the Administration Fees to itself. The Settlement Administrator, and not Defendant will issue
15 appropriate tax forms for all payments issued under this Settlement. Because the payments made under
16 this Agreement will be made with respect to only the PAGA claims for all Aggrieved Employees and
17 the individual claims for Plaintiff, this Agreement is not subject to the rules governing the settlement of
18 class or collective actions. Accordingly, the payments shall be distributed without a claims process or
19 an opportunity to object or opt out.

20 **4.4. Distribution of PAGA Net Settlement Amount.** The PAGA Net Settlement
21 Amount will be distributed as follows:

22 **a.** 65% of the PAGA Net Settlement Amount shall be paid to the LWDA as
23 the LWDA PAGA Payment; and

24 **b.** The remaining 35% of the PAGA Net Settlement Amount shall be paid as
25 Individual Settlement Payments to Aggrieved Employees. An Individual Settlement Payment shall be
26 calculated by (i) multiplying the amount of pay periods worked by an Aggrieved Employee as of June
27 30, 2025 and the Aggrieved Employee Settlement Amount, and (ii) dividing that amount by the total
28 number of pay periods.

c. The number of pay periods designated for each Aggrieved Employee shall be the pay periods between July 2, 2022 and up to and including June 30, 2025. At the time that the Parties mediated this Action, the total number of pay periods was 1,953 pay periods.

4.5. Distribution of Individual Settlement Payments to Aggrieved Employees.

Within 60 calendar days after the Effective Date, the Settlement Administrator will issue to each Aggrieved Employee a check in the amount of his or her Individual Settlement Payment, along with an explanatory letter in the form attached hereto as **Exhibit A**. Checks shall remain negotiable for 180 days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall use the National Change Of Address ("NCOA") database maintained by the United States Postal Service to locate the Aggrieved Employee and will then mail the Individual Settlement Payment to the address identified by the NCOA. Funds contained in the settlement checks that are returned as undeliverable and in settlement checks uncashed for more than 180 days after issuance will be tendered to the California State Controller's Office - Unclaimed Property Fund, to be held in the name of the Aggrieved Employee. All settlement payments to Aggrieved Employees will be treated as miscellaneous income for which a Form 1099 will be issued.

4.6. Attorneys' Fees and Costs.

a. Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed thirty three and one-third percent (33- $\frac{1}{3}$ %) of the PAGA Gross Settlement Amount. Plaintiff's Counsel will also apply to the Court for an award of reasonable litigation costs not to exceed \$25,000. Plaintiff's Counsel will be responsible for submitting all documents necessary to support their request for attorneys' fees and costs.

b. Defendant will not oppose or object to Plaintiff's Counsel's application for attorneys' fees, not to exceed thirty three and one-third percent (33- $\frac{1}{3}$ %) of the PAGA Gross Settlement Amount, and reasonable litigation costs not to exceed \$25,000

c. In the event that the Court does not approve an award of attorneys' fees or costs equal to the requested amount, or the Court approves a lesser amount, or the Court alters the

payment methodology described herein, Plaintiff's Counsel agrees not to seek additional review of the Court's decision regarding attorneys' fees and costs, and this Settlement will remain enforceable.

d. Any reductions by the Court of Plaintiff's Counsel's request for attorneys' fees or costs shall revert to the PAGA Net Settlement Amount.

e. Defendant shall have no liability for any other attorneys' fees or costs.

f. The Settlement Administrator shall issue Forms 1099 to Plaintiff's Counsel to reflect payment of Attorneys' Fees and Costs. Plaintiff's Counsel agree that they are solely responsible for paying all applicable taxes on Attorneys' Fees and Costs.

4.7. No Credit Toward Benefit Plans. Payments to Aggrieved Employees, including Plaintiff, will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) or 403(b) plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

4.8. Circular 230 Disclaimer. Each Party to this Agreement acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys or other advisors, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended); (2) each Party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed on the Party; and (3) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or advisor's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

1 **5. RELEASES**

2 **5.1. Release of PAGA Claims.** Upon entry of Judgment and subject to Defendant's
 3 full payment of the PAGA Gross Settlement Amount, Plaintiff, the State of California, and Aggrieved
 4 Employees will fully and finally release and discharge Defendant Latara Enterprises, Inc. DBA
 5 Foundation Laboratory and all of their former, present and future owners, parents, affiliates, and
 6 subsidiaries, and all of their current, former and future officers, directors, members, managers,
 7 employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants,
 8 insurers, or legal representatives ("Released Parties"), from all PAGA claims by the Aggrieved
 9 Employees alleged in the operative Complaint, which may have arisen during Settlement Period,
 10 including but not limited to, all claims under California Labor Code §§ 200-204, 206, 206.5, 207, 210,
 11 216, 218, 218.5, 218.6, 221, 223, 226, 226.7, 256, 510, 512, 558, 1174, 1175, 1194, 1194.2, 1197,
 12 1197.1, 1197.2, 1198, 1199, 2698, 2699, 2802, et seq., any applicable California Industrial Welfare
 13 Commission Wage Order, California Code of Regulations, tit. 8, § 11000 et seq. (including but not
 14 limited to § 11070), violations under the California Private Attorneys General Act of 2004, California
 15 Labor Code § 2698 et seq.

16 **5.2. Claims Released By Plaintiff.** Plaintiff generally releases any and all known and
 17 unknown claims against the Released Parties. This general release of all known and unknown claims
 18 includes, but is not limited to, claims for unpaid wages, wage-related penalties, interest, or business-
 19 related expenses. This also includes, but is not limited to, claims for employment discrimination,
 20 harassment, wrongful termination, constructive termination, violation of public policy, breach of any
 21 express or implied contract, breach of any implied covenant, fraud, intentional or negligent
 22 misrepresentation, emotional distress, defamation, libel, slander, or any other claims relating to
 23 Plaintiff's employment or alleged employment. This release shall not apply to any claims that cannot be
 24 released as a matter of law.

25 For the purpose of implementing a full and complete release and discharge of Defendant and the
 26 Released Parties, Plaintiff expressly acknowledges that the release in this Agreement is intended to
 27 include in its effect, without limitation, all claims he did not know or suspect at the time of execution
 28 hereof, regardless of whether the knowledge of such claims, or the facts upon which they might be

1 based, would materially have affected the settlement of this matter, and that the consideration given
2 under this Agreement is also for the release of those claims and contemplates the extinguishment of any
3 such claims.

4 Plaintiff expressly waives all rights provided by California Civil Code § 1542, or other similar
5 statutes that Plaintiff may have against any of the Released Parties. California Civil Code § 1542
6 provides:

7 **A general release does not extend to claims that the creditor or**
8 **releasing party does not know or suspect to exist in his or her favor at**
9 **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.

10 This general release and waiver of rights under California Civil Code § 1542 includes any and all
11 claims based on conduct or omissions that occurred at any time prior to the date of entry of Judgment.

12 **6. MISCELLANEOUS**

13 **6.1. No Prior Assignment.** Plaintiff represents and warrants that he has not assigned
14 or transferred any portion of any claims, demands, obligations, causes of action, rights, or liabilities that,
15 but for such assignment or transfer, would be released under this Agreement.

16 **6.2. Nullification of Settlement Agreement.** Unless otherwise noted herein, if (i) the
17 Court does not approve the settlement as provided or (ii) the Effective Date does not occur for any other
18 reason, this Agreement and any documents generated to bring it into effect will be null and void, and the
19 Parties will be returned to their original, respective positions.

20 **6.3. Warranty of No Pending Claims.**

21 **a.** Plaintiff agrees that, unless pursuant to a valid subpoena or as otherwise
22 compelled by law, he will not in the future directly or indirectly encourage, solicit, seek out, or assist
23 any other person in considering or bringing claims against the Released Parties that are the same as or
24 similar to those asserted in the Action. Nothing in this Agreement waives or limits Plaintiff's right to
25 respond accurately to any question when required to do so by law or in response to a valid subpoena or
26 written request for information by a legislature or administrative agency. Within two business days of
27 being served with a valid and legally enforceable subpoena or other written request for information or
28

testimony, Plaintiff shall contact Defendant's counsel as follows: Aaron R. Lubeley at Seyfarth Shaw LLP, 601 S Figueroa St, Suite 3300, Los Angeles, CA 90017, email: alubeley@seyfarth.com.

b. To the fullest extent permissible under applicable California law, Plaintiff's Counsel represents and warrants on behalf of themselves and all others acting on their behalf, that they: (i) have not been retained by any other individuals with claims against any of the Released Parties; (ii) are unaware of any other individuals who have pending claims against any of the Released Parties or who have current plans to file such claims; (iii) are not aware of, and have not been informed of, any other claimant or attorney who intends to bring a claim against any of the Released Parties including, but not limited to, any claim based on the subject matter of the Action; and (iv) do not currently intend to bring any other claim against any of the Released Parties.

6.4. Entire Agreement. This Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

6.5. Amendment or Modification. This Agreement may be amended or modified only by a written instrument, signed by all Parties and their counsel.

6.6. Authorization to Enter into a Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the settlement.

6.7. Governing Law. All terms of this Agreement shall be governed by, and interpreted according to, the laws of the State of California.

6.8. Execution and Counterparts. This Agreement is subject to the execution of all Parties and their counsel. However, the Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including fax and scanned copies of the signature page, will be deemed to be one and the same instrument.

6.9. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible

1 consistent with applicable precedents so as to define all provisions of this Agreement valid and
2 enforceable.

3 **6.10. Construction and Interpretation.** Headings and paragraph titles are inserted as
4 a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of
5 this Agreement or any of its provisions. Each term of the Agreement is contractual.

6 **6.11. Waiver.** No waiver of any condition or covenant contained in this Agreement or
7 failure to exercise a right or remedy by any of the Parties will be considered to imply or constitute a
8 further waiver by such party of the same or any other condition, covenant, right or remedy. Any waiver
9 must explicitly be in writing, identifying the term of the Agreement that is waived, and signed by the
10 waiving Party.

11 **6.12. Mutual Preparation.** The Parties have had a full opportunity to negotiate the
12 terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more
13 strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one
14 of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all
15 Parties have contributed to the preparation of this Agreement.

16 **6.13. Representation by Counsel.** The Parties acknowledge that they have been
17 represented by counsel throughout all negotiations that preceded the execution of this Agreement, and
18 that this Agreement has been executed with the consent and advice of counsel, and reviewed in full.

19 **6.14. Cooperation and Execution of Necessary Documents; Stipulation/Motion for**
20 **Court Approval.** All Parties will cooperate in good faith and execute all documents to the extent
21 reasonably necessary to effectuate the terms of this Agreement. Plaintiff's Counsel shall assist with the
22 preparation and filing of a joint stipulation for Court approval of the Settlement (or a motion if required
23 by the Court) as soon as practicable.

24 **6.15. Binding Agreement.** The Parties warrant that they understand and have full
25 authority to enter into this settlement, and further intend that this Agreement will be fully enforceable
26 and binding on all Parties, and agree that it will be admissible and subject to disclosure in any
27 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise
28 might apply under federal or state law.

6.16. Compliance with PAGA's Procedural Requirements. Plaintiff agrees that Plaintiff's Counsel will notify the LWDA of the Settlement and perform any and all statutory tasks as required by law necessary to effectuate consummation and approval of this Settlement. Plaintiff will submit this Agreement to the LWDA prior to seeking settlement approval so that the stipulation presented to the Court shall accurately state that the LWDA has been notified of the settlement. The stipulation and related documents must be submitted to the Court no later than November 29, 2021.

SO AGREED AND STIPULATED:

August 22, 2025

Plaintiff CLAUDIA GARCIA

By: _____

Claudia Garcia

DocuSigned by:

Claudia Garcia

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~~August 22, 2025~~
9/2/2025

Defendant Latara Enterprises, Inc. DBA Foundation
Laboratory

By: _____

Name: Taleen Vartanian

Title: Controller

Taleen Vartanian

APPROVED AS TO FORM, AND AGREED TO AS APPLICABLE:

1 DATED: August 22, 2025

KOUL LAW FIRM, APC

2
3 By:

DocuSigned by:
Nazo Koulloukian
5F07388C1D41467...

Nazo Koulloukian

4
5 Attorney for Plaintiff
Claudia Garcia

6 DATED: ~~August 22, 2025~~
September 2, 2025

SEYFARTH SHAW LLP

7
8 By:



9 Aaron Lubeley
Francesca L. Hunter
Attorneys for Defendant,
Latara Enterprises, Inc. DBA Foundation
Laboratory

EXHIBIT A

Date

NOTICE OF SETTLEMENT

Los Angeles County Superior Court Case No. 23STCV21976

Case Name: *Claudia Garcia v. Latara Enterprises, Inc. DBA Foundation Laboratory.*

«FirstName» «LastName»

«Address1» «Address2»

«City» «State» «Zip»

LaTara Enterprises, Inc. DBA Foundation Laboratory has entered into a compromise and settlement with the State of California in connection with claims brought under the Private Attorneys General Act. As part of this compromise and settlement, the Court has ordered the enclosed settlement check be sent to you.

The settlement check shall remain valid for 180 calendar days. Checks remaining un-cashed for more than 180 days after issuance will become void and the outstanding balance will be tendered to the California State Controller's Office - Unclaimed Property Fund, to be held in your name. You may search for unclaimed funds online by visiting www.claimit.ca.gov.

If you have additional questions, you may contact [Settlement Administrator phone number].