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Attorneys for Plaintiff and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

MARWAN GREEN, on behalf of himself and all others similarly situated, Plaintiff, v. LA TORTILLA FACTORY, INC., a Delaware Corporation; and DOES 1-50, inclusive. Defendant.	CASE NO.: 24CV03994 *Assigned to the Hon. Kenneth G. English* **DECLARATION OF MEHRDAD BOKHOUR IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT** **<u>Hearing Information:</u>** Date: Time: Dept.:

DECLARATION OF MEHRDAD BOKHOUR

I, Mehrdad Bokhour, declare as follows:

1. I am an attorney licensed to practice before all courts of the State of California. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would competently testify thereto. I am the principal of Bokhour Law Group, P.C., counsel of record for named Plaintiff Marwan Green ("Plaintiff"). Along with co-counsel Falakassa Law, P.C., my firm represents Plaintiff in his individual capacity, on behalf of the State of California as a private attorney general, and on behalf of other similarly situated aggrieved employees in this action against La Tortilla Factory, Inc. ("Defendant") (together with Plaintiff, the "Parties").

2. I submit this declaration in support of Plaintiff's Motion for Approval of PAGA Settlement pursuant to the Private Attorneys General Act of 2004 ("Plaintiff's Motion").

EXPERIENCE OF COUNSEL

3. I graduated from the University of California, Berkeley in 2007 with a Bachelor of Arts in Political Science. I received my Juris Doctor from Loyola Law School, Los Angeles in 2012 and was admitted to the California State Bar in December of that year.

4. I began my legal career focusing on plaintiff-side employment litigation, with an emphasis on disability discrimination and harassment claims under the California Fair Employment and Housing Act ("FEHA"). In 2014, after several years of practice, I founded my own law firm dedicated exclusively to representing employees in matters involving unpaid wages, discrimination, harassment, and retaliation.

5. I am an active member of the California Employment Lawyers Association ("CELA") and have participated in numerous Continuing Legal Education courses focused on advocacy for employees.

6. I have been recognized as a "Super Lawyer Rising Star" in Employment Litigation from 2017 through 2022 and as a "Super Lawyer" in 2023 and 2024—an honor awarded to no more than 2.5% of attorneys in the field. I have also been recognized by *TopVerdicts.com* for achieving several of the top wage-and-hour class and PAGA action settlements in California.

7. I am admitted to practice before all courts of the State of California as well as the United States District Courts for the Central, Northern, Eastern, and Southern Districts of California. I have litigated numerous class and representative actions under the Private Attorneys General Act ("PAGA") in courts throughout the state.

8. In addition to the present case, I have served as counsel in numerous wage-and-hour class and PAGA representative actions. I have substantial experience litigating complex employment matters and have devoted the majority of my practice to California wage-and-hour class and PAGA actions on behalf of employees. My firm possesses the experience, resources, and commitment necessary to provide effective and adequate representation as Plaintiff's Counsel. Currently, my firm serves as counsel in more than twenty-five wage-and-hour class and/or PAGA actions and as co-counsel in at least twenty additional such matters. I am well-versed in evaluating PAGA claims and assessing the viability of potential defenses.

9. Here, Plaintiff's operative claims are brought on behalf of individuals who worked in an hourly, non-exempt position for Defendant in California between April 29, 2023, and June 3, 2025 (the "Aggrieved Employees").

10. First, Plaintiff alleged that Defendant improperly classified Plaintiff and other Aggrieved Employees as exempt under the "Outside Salesperson" exemption, despite these employees not spending more than half of their time working away from the employer's place of business, as required under the exemption. Further, Plaintiff alleged that Defendant failed to properly calculate and pay overtime and sick time wages due to violations of the regular rate of pay requirements. Plaintiff also alleged that Aggrieved Employees were denied compliant meal and rest periods, as a result of Defendants' policies, practices, and the nature of the work

11. Finally, Plaintiff alleged that Defendant also allegedly failed to reimburse necessary business expenses, failed to timely pay wages, failed to pay timely wages at separation, and issued inaccurate itemized wage statements or otherwise failed to maintain records, thereby incurring civil penalties under PAGA.

12. Following informal discovery and a robust exchange of data and documents, the Parties participated in private mediation before Monique Ngo-Bonnici, Esq., an experienced wage and hour

mediator. Through the mediator's and the parties' efforts at and following mediation, the Parties were able to reach a settlement of the action.

13. Defendant is headquartered in Santa Rosa, California, and operates a 75,000-square-foot production facility where it manufactures traditional flour, extra-virgin olive oil, and organic and flavored tortillas.

14. Plaintiff Marwan Green has been employed by Defendant as a non-exempt "Route Salesperson" from November 2019 to the present. Plaintiff alleges that throughout the PAGA Period, Plaintiff and other Aggrieved Employees—including those with titles such as Merchandiser, Warehouse Associate, Packer, Warehouse Coordinator, Route Salesperson, Warehouse Worker, Mixer, Accounts Receivable Clerk, and other non-exempt positions—were responsible for executing Defendant's business operations across California. These employees were uniformly subjected to the same systemic wage and hour violations, driven by Defendant's common policies, procedures, and working conditions.

15. After retaining counsel, on July 5, 2024, Plaintiff commenced this Action against Defendant alleging causes of action based on purported Labor Code violations. On the same day, Plaintiff submitted a timely PAGA Notice Letter on July 5, 2024, notifying the LWDA and Defendant of the alleged violations.

16. Plaintiff's complaint alleges that Defendant failed to pay all minimum and overtime wages and sick time wages; failed to provide compliant meal and rest periods; failed to reimburse business expenses; failed to issue accurate itemized wage statements and/or maintain records; and failed to timely pay wages during and upon separation of employment.

17. Attached hereto as **Exhibit "A"** is a true and correct copy of Plaintiff's letter to the LWDA.

18. The parties agreed to attend private mediation and a hold on formal discovery.

19. The parties selected Monique Ngo-Bonnici, Esq. to serve as neutral mediator.

20. In advance of mediation, the Parties engaged in an informal exchange of relevant information and documents. Defendant produced policy documents and a sampling of time and payroll records, which enabled Plaintiff's counsel to conduct a thorough analysis of liability exposure,

identify representative violations, and formulate a damages and penalties model. As part of this informal discovery, Plaintiff's counsel analyzed issues including but not limited to rounding practices, meal and rest period violations, regular rate miscalculations, expense reimbursements, wage statement violations, and late payment penalties. Plaintiff also reviewed applicable policies, practices, and pay data to evaluate the risks and potential recovery at trial. Defendant provided a 90% sampling of data and information regarding 347 Aggrieved Employees during the relevant time period.

21. Following these efforts, the Parties participated in a full-day mediation on April 3, 2025, before Monique Ngo-Bonnici, Esq., a respected and experienced mediator of complex wage and hour class and PAGA actions. With the mediator's assistance, the Parties reached a negotiated resolution of the claims asserted in this action.

22. Attached hereto as **Exhibit B** is a true and correct copy of the fully executed PAGA Settlement Agreement.

23. Based upon my experience and after factoring in the risks explained below, I believe that the proposed settlement is fair and reasonable. As such and for the reasons set forth below, I believe that the PAGA Settlement Agreement (the "Settlement Agreement" and/or the "Settlement") should be approved.

24. This experience helps assess the reasonableness of settlements such as the one at issue here. Based on my years of experience representing plaintiffs in wage and hour cases, including PAGA representative and class actions, the Settlement herein is fair, adequate, and reasonable under the facts and law applicable to this case.

SETTLEMENT CONSIDERATIONS

25. I have performed substantial work and diligently investigated and prosecuted this case to a successful conclusion. I believe this Settlement to be fair, reasonable, and adequate.

26. In evaluating the fairness and reasonableness of this proposed Settlement, my co-counsel and I had to consider both the potential maximum and Defendant's various defenses. This is significant because in a PAGA action, the Court has the same discretion "to assess a civil penalty" that the Labor Commissioner would have, as well as complete discretion to "award a lesser amount

than the maximum civil penalty amount specified [by PAGA] if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Lab. Code § 2699(e)(2). Such considerations include Defendant's defenses to the alleged claims.

27. In the end, Defendant urged that the trial court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable for any of Plaintiff's claims. As a result, Plaintiff's Counsel made appropriate discounts for the associated risks.

28. The following chart reflects the estimated payments from the Settlement Agreement:

	Amount
Gross Settlement Amount	$325,000.00
PAGA Counsel Fees Payment	$108,333.33
PAGA Counsel Litigation Expenses Payment	$17,391.42
Administration Expenses Payment	$5,000.00
Plaintiff's Service Award	$5,000.00
PAGA Fund	**$189,275.25**
75% to the LWDA	$141,956.44
25% to Aggrieved Employees	$47,318.81

29. As such, the LWDA will receive approximately $141,956.44 (75 percent of the PAGA Fund) and the Aggrieved Employees will collectively receive approximately $47,318.81 (25 percent of the PAGA Fund), which will be paid on a pro-rata basis according to the number of pay periods worked during the PAGA Period. The average payment to the Aggrieved Employees is approximately $119.79.

30. Plaintiff estimates that Defendants' maximum potential penalty exposure was approximately $1,094,900, based on approximately 5,672 PAGA Pay Periods and the statutory $100 per-pay-period penalty for a first violation and $200 for each subsequent pay period in which violations continue. This amount was calculated as follows: $100 for the initial violation per employee: 395 × $100 = $39,500; and $200 for each subsequent PAGA Pay Period: (5,672 – 395) = 5,277 × $200 = $1,055,400.

THE ATTORNEYS' FEES AND LITIGATION COSTS REQUESTED

31. Moreover, as part of the Settlement, the Parties have agreed that Plaintiff will request a PAGA Counsel Fees Payment in an amount not to exceed one-third of the Gross settlement amount. Here, Plaintiff's Counsel is seeking one-third (33.33%) of the Gross Settlement Amount, thus $108,333.33, subject to court approval, plus actual litigation costs.

32. This request is fair, reasonable, and adequate to compensate Plaintiff's Counsel for the substantial work they have put into this case and the risk they assumed by taking it in the first place. Additionally, it is consistent with the contingency-fee agreement entered into by the named Plaintiff. The attorneys' fees award is intended to reimburse Plaintiff's Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the administration of the Settlement, communicating with Aggrieved Employees regarding their Individual PAGA Payment checks, and communicating with the Settlement Administrator regarding the administration of the Settlement, if it is approved.

33. My firm took this case on a contingent-fee basis against a business represented by a reputable defense firm. When we take contingent cases, we must pay careful attention to the economics involved, or one bad case can destroy years of work. Accordingly, when we take contingent cases, we anticipate that we shall, if successful, receive a fee that exceeds our normal hourly rate; otherwise, the risk is often too great to bear. Even when we work long hours, the number of hours a day is limited. Because of this, when we take on one particular matter, we are unable to take on other matters. When my firm became involved in this case, we realized the time commitment that it would entail, and we were forced to turn down matters that we otherwise should have been able to handle.

34. The requested attorneys' fees are reasonable for the services provided to the LWDA and the Aggrieved Employees and for the benefits they are to receive.

35. Moreover, the case involved significant risks of non-payment of attorneys' fees and non-recovery of litigation costs if the Settlement was not granted approval, or if Plaintiff did not prevail. California courts consider the risks counsel takes in litigating a case where they may not prevail on the merits in granting attorneys' fees awards. *See Graham v. Daimler Chrysler Corp.*

(2004) 34 Cal.4th 553, 583.

36. The actual aggregated lodestar between the attorneys who worked on this case is $109,725. This results in a modest 1.44 multiplier, demonstrating that the requested fee is justified, reasonable, and appropriate. The total lodestar is summarized in the following table:

Lodestar Summary

	Experience	Hourly Rate	Total Hours	Lodestar
Mehrdad Bokhour	13 years	$700	96[1]	$67,200.00
Joshua Falakassa	12 years	$675	63[2]	$42,525.00
		TOTAL		$109,725

37. Below is Counsel's task-based summary with hours spent on each task:

Task	Mehrdad Bokhour	Joshua Falakassa
Pre-filing Investigation	2.5	5
PAGA Notice	2	1
Complaint	6	4
Case Management	7.5	5
Informal Discovery for Mediation	23	18
Mediation/Settlement	22	17
PAGA Approval Motion	13	3
Estimated Future Work	20	10
Total Hours	**96**	**63**

38. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiff signed a fee split agreement that provides fees will be allocated between Class Counsel as follows: fifty percent (50%) to the Bokhour Law Group, P.C. and fifty percent (50%) to Falakassa Law, P.C.

39. The actual litigation costs incurred in this case by Plaintiff's Counsel to date amount to $17,391.42. The following table sets forth the specific costs incurred by my firm to date:

[1] Includes an estimated 20 hours of additional work in preparation for and attending the hearing, as well as work that is anticipated to be performed after the hearing with counsel, administrator, employees, and the court.

[2] Includes an estimated 10 hours of additional work in preparation for and attending the hearing, as well as work that is anticipated to be performed after the hearing with counsel, administrator, employees, and the court.

BOKHOUR LAW GROUP, P.C.		
Type	**Description**	**Charge**
Process	Service of Process Fee	$242.6
Mediation	Mediation Fees	$10,652.42
Expert Data	Analysis of Time Records	$3,285
Filing Fees	Complaint & Other Filings	$3,136.40
LWDA Notice	PAGA Filing Fee	$75
	TOTAL	$17,391.42

40. Based on my years of experience representing plaintiffs in wage and hour matters—including both PAGA representative actions and class actions—I believe the Parties' proposed settlement is fair, adequate, and reasonable in light of the applicable facts and law.

41. Pursuant to Labor Code § 2699(l)(2), the proposed settlement has been submitted to the Labor and Workforce Development Agency. A true and correct copy of the confirmation of this submission is attached hereto as **Exhibit "C"**.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 17th day of July 2025, at Los Angeles, California.

Mehrdad Bokhour, Esq.

EXHIBIT "A"

TRUE AND CORRECT COPY OF

LWDA LETTER

[SEE ATTACHED]

BOKHOUR
LAW GROUP

MEHRDAD BOKHOUR
Attorney at Law

1901 Avenue of the Stars | Suite 450
Los Angeles | California 90067

tel 310 975 1493
fax 310 675 0861

April 29, 2024

SUBMITTED VIA LWDA'S PAGA CLAIM NOTICE ONLINE PORTAL

COPY SENT VIA CERTIFIED MAIL TO:

LA TORTILLA FACTORY, INC.
3300 WESTWIND BLVD
SANTA ROSA, CA 95403

C/O DAVID TROGDEN
3300 WESTWIND BOULEVARD
SANTA ROSA, CA 95403

Re: *Marwan Green v. La Tortilla Factory, Inc.*
Notice of Intent to File Suit for California Labor Code § 2698 et seq. Penalties

To Whom It May Concern:

This office and Falakassa Law, P.C. represent Marwan Green (hereinafter "Mr. Green") and a proposed group of current and former non-exempt employees working for La Tortilla Factory, Inc. (hereinafter "La Tortilla Factory") and any of its affiliated, predecessor and merged entities in the State of California for violations of the California Labor Code §§ 201-203, 204, 210, 221, 226(a), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1174, 1174.4, 1199, and all applicable Industrial Welfare Commission Wage Orders ("Wage Order").

This letter shall serve as notification under Labor Code § 2699.3 (hereinafter "PAGA Notice"). The $75 filing fee payable to the California Labor and Workforce Development Agency for the Private Attorneys General Act Notice ("PAGA Notice") was paid online. A copy of this PAGA Notice was submitted electronically to the Department of Industrial Relations.

Mr. Green wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of the following group of "aggrieved employees":

> All current and former non-exempt hourly employees who work or worked for La Tortilla Factory, Inc., in California during the one year immediately preceding the filing of this PAGA Notice and continuing into the present and ongoing ("aggrieved employees")

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Headquartered in Santa Rosa, California, La Tortilla Factory produces traditional flour, extra virgin olive oil, and organic and flavored tortillas for customers out of its 75,000-square-foot plant. Mr. Green was employed by La Tortilla Factory as a non-exempt employee with the title of "Route Salesperson" from November 2019 until the present. Mr. Green and other aggrieved employees (including Merchandiser, Warehouse Associate, Packer, Warehouse Coordinator, Route Salesperson, Warehouse Worker, Mixer, Accounts Receivable Clerk, and all other non-exempt positions) were responsible for all La Tortilla Factory's business in the State of California.

At all relevant times, Mr. Green and other aggrieved employees regularly worked various shifts, many of which were in excess of 8.0 hours in a workday and 40.0 hours in a workweek. Mr. Green alleges that other aggrieved employees were also subjected to the same policies, procedures, practices, working conditions, and corresponding wage and hour violations to which he was subjected during his employment.

First, at all relevant times, La Tortilla Factory has and continues incorrectly classify Mr. Green and other aggrieved employees as exempt. Labor Code section 1171 provides that the overtime pay requirements of Labor Code section 1194 apply to those ―employed in any occupation, trade, or industry, whether compensation is measured by time, piece, or otherwise, but shall not include any individual employed as an outside salesman . . . . The applicable wage order also states that its provisions shall not apply to outside salespersons.

As it pertains to Mr. Green, La Tortilla Factory classified him as an Outside Salesperson exempt from overtime, meal and rest periods, and other Labor Code protections. However, Mr. Green and other aggrieved employees do not properly qualify for the outside salesperson exemption, which requires that the employee "customarily and regularly work more than half of his/her working time away from the employer's place of business, and sells items or obtains orders for products or services." This exemption applies to employees who spend more than 50 percent of the workday engaged in sales activities outside the office. (*Ramirez v. Yosemite Water Co*. (1999) 20 Cal.4th 785 (*Ramirez*).) Exemptions, in particular, are narrowly construed and are only allowed if the employer is "plainly and unmistakably" entitled to classify the employee as exempt. If an employee disputes the classification, the employer must prove that the employee was properly classified as exempt.

The main reason for this exemption is that outside salespersons generally control their own hours and are paid on a commission basis. (*Grubb & Ellis Co. v. Spengler* (1983) 143 Cal.App.3d 890, 897.) The Division of Labor Standard Enforcement (DLSE), quoting from the transcript of a 1996 IWC meeting, stated, "Outside salesmen have historically been exempt 'because it's very difficult to control their hours and working conditions. They set their own time, and they're on the road, they call on their customers . . . . [R]arely do you know what they're doing on an hour to hour basis." (Dept. of Industrial Relations, DLSE Opn. Letter No.1998.09.08 (Sept. 8, 1998) p. 2.) A classic example that may come to mind is a door-to-door vacuum salesperson who is on the road traveling from residence to residence.

Here, at all relevant times, Mr. Green and other aggrieved employees were required to load tortillas and other items at the La Tortilla Factory warehouse and then drive and deliver them to various retail customer locations using vehicles provided by La Tortilla Factory. Mr. Green and other aggrieved employees were regularly required to drive to stores to stock tortillas and other bread products as required, ensuring proper in-stock inventories and stocking merchandise at all assigned accounts using proper techniques. Taken together, Mr. Green and other aggrieved employees did not spend half of their time working away from the employer's place of business but instead were required to work out of La Tortilla Factory's warehouse, a home office, and out of the work vehicles provided by La Tortilla Factory. (See *Espinoza v. Warehouse Demo Services, Inc*. (2022) 86 Cal.App.5th 1184, 1193 ["The DLSE concluded that an employer's place of business was not limited to its principal place of business or headquarters and that these employees did not fall within the exemption. (Id. at pp. 1–2.) The DLSE reasoned that "[a]n employer can more easily control and monitor the hours and working conditions of salespersons who perform their sales work on property that is owned or controlled by the employer."].)

La Tortilla Factory has sought to evade Labor Code regulations by imposing unrealistic expectations that aggrieved employees will spend more than half their time selling away from the employer's location when their actual job duties require them to spend most of their time engaged in non-sales activities. Indeed, as listed in its job description online, La Tortilla Factory even controls the schedule of Mr. Green and requires the following schedule: Schedule is as follows: Monday, Tuesday, Thursday, Friday, and Saturday (OFF Wednesday and Sunday)." (See https://www.salary.com/job/la-tortilla-factory/route-sales-representative-commerce/j202203192132003088825)

As a result of La Tortilla Factor's misclassification of Mr. Green and other aggrieved employees, they were not provided with overtime pay, meal or rest periods, and other protections under the California Labor Code and applicable wage orders.

Furthermore, in addition to La Tortilla Factory's misclassification of Mr. Green and other aggrieved employees, La Tortilla Factory also failed to properly calculate the "regular rate of pay" for purposes of paying overtime to all aggrieved employees by failing to include all forms of remuneration, including but not limited to, commissions, non-discretionary bonuses, shift pay and other forms of pay in calculating the "regular rate of pay."

Under the California Labor Code (as well as the FLSA), courts have consistently held that regularly paid non-discretionary bonuses (and other forms of pay) must be included in determining an employee's "regular rate of pay" for purposes of calculating overtime. (See *Haber v. The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency bonuses must be included in calculating the "regular rate"]; *Wang v. Chinese Daily News, Inc*. 435 F. Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgment to Plaintiff under California and federal law on the grounds that Defendant improperly calculated overtime by excluding annual bonuses paid to employees from the "regular rate of compensation"]; see *Walling v. Youngerman-Reynolds Hardwood Co*. (1945) 65 S.Ct. 1242, 1245. ("The regular rate by its very nature must reflect all payments which the parties have agreed shall be received regularly during the workweek, exclusive of overtime payments. It is not an arbitrary label chosen by the parties but an actual fact. Once the parties have decided upon the amount of wages and the mode of payment, the determination of the regular rate becomes a matter of mathematical computation, the result of which is unaffected by any designation of a contrary 'regular rate' in the contracts."); see also 29 CFR §§ 778.110 ("production bonus") and 778.111 ("piece-rate")

Labor Code § 510 requires an employer to compensate an employee who works more than eight (8.0) hours in one workday, forty (40.0) hours in a workweek, and for the first eight (8.0) hours worked on the seventh consecutive day, no less than one and one-half times (11/2) the regular rate of pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than twice the regular rate of pay when an employee works more than twelve (12.0) hours in a workday or more than eight (8.0) hours on the seventh consecutive day of work. Pursuant to Section 3 of the applicable Wage Orders, non-exempt employees shall not be employed more than eight (8.0) hours in any workday or more than 40.0 hours in any workweek unless the employee receives one and one-half (11/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

By their policy of requiring aggrieved employees to work in excess of eight (8) hours in a workday and/or forty (40.0) hours in a workweek without compensating them at the rate of one-half (11/2) their regular rate of pay, La Tortilla Factory willfully violated the provisions of Labor Code § 510 and the applicable Wage Orders.

Accordingly, through PAGA and to the extent permitted by law, Mr. Green and other aggrieved employees are entitled to recover penalties for violations of Labor Code §§ 204, 210, 510, 1194, 1197.1, 1199 1197.1 under Labor Code § 1197.1, 1199, or Labor Code § 2699(f)(2) and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Similarly, at all relevant times, La Tortilla Factory also failed in its obligation to provide Mr. Green and other aggrieved employees the legally required paid sick days at the legal rate pursuant to Labor Code §§ 246(a),(b), which requires that "[a]n employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment." Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees must be "calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek."

Additionally, Labor Code § 246(l)(2) states that the paid sick time must be "calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment." Finally, Labor Code §246(i) requires employers to "provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages."

Here, at all relevant times, La Tortilla Factory failed in its obligation to provide Mr. Green and other aggrieved employees the legally required paid sick days at the "regular rate of pay," including all forms of compensation, pursuant to Labor Code §§ 246(a), (b). As such, La Tortilla Factory paid sick time below his base rate of pay rather than the "regular rate of pay" as required by Labor Code §§ 246(l) (1-2).

Based on the foregoing Labor Code violations, Mr. Green seeks all civil and statutory penalties available and applicable under Labor Code § 2699(f)(2), and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Moreover, at all relevant times, Mr. Green and other aggrieved employees were denied compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to La Tortilla Factory's uniform meal period policies/practices, operational requirements, and work demands, Mr. Green and other aggrieved employees often could not take timely and uninterrupted net 30-minute first meal periods before the end of the fifth hour of work. Further, when Mr. Green and other aggrieved employees worked more than 10.0 hours in a shift, they were not allowed and permitted to take a mandated second meal period before the end of the tenth hour of work in violation of the Labor Code and applicable Wage Orders.

In addition, for each missed or non-compliant meal period, La Tortilla Factory failed and continues to fail to maintain a mechanism by which aggrieved employees were paid meal period premiums at the "regular rate of pay" pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 5th 858 and Labor Code § 226.7.

Accordingly, due to La Tortilla Factory's uniform meal period practices, Mr. Green and other aggrieved employees were also regularly denied legally compliant meal periods in violation of Labor Code 226.7, 510, 516, and applicable IWC Wage Orders and are entitled to penalties under Labor Code § 2699(f)(2).

Next, at all relevant times, Mr. Green and other aggrieved employees were not provided with all 10-minute rest periods for every four hours worked, or a major fraction thereof, due to La Tortilla Factory's uniform rest period policies/practices, operational requirements, and work demands. As a result, Mr. Green and other aggrieved employees were and are often unable to take a net 10-minute duty-free rest period for every major fraction of four hours worked. This includes a second rest period for shifts in excess of six hours and a third rest period for shifts in excess of 10.0 hours in a workday.

By not relieving all non-exempt employees of all duties during rest periods, La Tortilla Factory failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc*. (2016) 2 Cal. 5th 257, 269 [concluding that "during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time."]. In *Augustus*, the California Supreme Court expressly rejected the employer's assertion that it could provide an on-duty rest period to employees who worked as security guards and further explained: "that employers [must] relinquish any control over how employees spend their break time and relieve their employees of all duties." *Id*. at 273. Each time Mr. Green and other aggrieved employees could not take a compliant rest period, La Tortilla Factory failed and continues to fail to adequately pay rest period premium payments at the "regular rate of pay" as required by Labor Code § 226.7.

Accordingly, due to La Tortilla Factory's uniform rest period policies/practices, Mr. Green and other aggrieved employees were also regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7, 512, and applicable Wage Orders and would be entitled to penalties under Labor Code § 2699(f)(2).

As a result of La Tortilla Factory's failure to pay Mr. Green and other aggrieved employees for all overtime and sick pay wages and La Tortilla Factory's failure to pay for meal and rest period premiums at the "regular rate of pay," La Tortilla Factory issued wage statements which failed to identify the gross wages earned accurately, the total hours worked, the net wages earned, and the correct corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial violation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226."

Thus, for the violations of Labor Code section 226 described above, Mr. Green and other aggrieved employees may also recover Labor Code § 226.3 penalties for La Tortilla Factory's violations of Labor Code § 226(a). Consequently, because La Tortilla Factory failed to comply with Labor Code § 226(a), Mr. Green and other aggrieved employees would be entitled to recover penalties under Labor Code §§ 226(e) or Labor Code § 2699(f)(2).

Finally, because La Tortilla Factory failed to pay all overtime wages, sick pay wages, and meal and rest period premiums at the "regular rate of pay," La Tortilla Factory also failed and continues to fail to pay the aggrieved employees all wages owed at their time of separation from employment in violation of Labor Code §§ 201-203. Thus, aggrieved employees would be entitled to recover penalties under Labor Code §§ 201-203 or Labor Code § 2699(f)(2).

Pursuant to Labor Code § 2699.3(a)(2)(A), please advise within sixty-five (65) calendar days of the date of this notice whether your office intends to investigate the violations alleged herein above. We understand that if we do not receive a response from your office within sixty-five (65) calendar days of this PAGA Notice, Mr. Green may thereafter pursue his interests and the interests of similarly aggrieved employees with a civil complaint against La Tortilla Factory for its violations of the California Labor Code and applicable Wage Orders.

While we intend to pursue a PAGA representative and/or Class Action lawsuit against La Tortilla Factory for unpaid wages and civil penalties under Labor Code § 2699, it is our firm's policy to attempt to negotiate an early resolution of all matters where possible and beneficial to all aggrieved employees. If La Tortilla Factory is interested in resolving this matter, please contact me or have your lawyer contact our office to discuss an informal discovery plan and the possibility of early mediation on or before **June 25, 2024**.

Respectfully submitted,

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

Joshua S. Falakassa, Esq.
Mehrdad Bokhour, Esq.

EXHIBIT "B"

TRUE AND CORRECT COPY OF

PAGA SETTLEMENT AGREEMENT

[SEE ATTACHED]

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Marwan Green ("Plaintiff") and Defendant La Tortilla Factory, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties" or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's individual and representative PAGA lawsuit alleging wage and hour violations against Defendant captioned *Green v. La Tortilla Factory, Inc.,* initiated on or about July 5, 2024, Case No. 24CV03994, and pending in the Superior Court of the State of California, County of Sonoma, including any and all amendments thereafter.

1.2. "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint 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 approval of this Settlement.

1.4. "Aggrieved Employee" means all non-exempt employees who worked for Defendant in California during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession, including the Aggrieved Employees' name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee 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 Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of Sonoma.

1.8. "Defense Counsel" means Jennifer Douglas, Esq. of Dickenson, Peatman & Fogarty PC.

1.9. "Effective Date" means the date by which the Court enters a Judgment on its Order Approving the PAGA Settlement.

1.10. "Gross Settlement Amount" means three hundred twenty-five thousand dollars and no cents ($325,000), which is the maximum total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8, below. The Gross Settlement Amount will be paid by Defendant in full satisfaction of all claims arising in the Action, including, but not limited to, amounts used to pay Plaintiff's Service Award, the Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees

Payment, the PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.11. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to 75% of the PAGA Penalties recovered by Aggrieved Employees under Labor Code section 2699, subd. (i).

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

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Plaintiff's Service Award, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "PAGA Counsel" means Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C. and Joshua Falakassa, Esq. of Falakassa Law, PC, the attorneys representing the Plaintiff in the Action.

1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.19. "PAGA Period" means the period from April 29, 2023 to June 3, 2025.

1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698 *et seq*.).

1.21. "PAGA Notices" means Plaintiff's April 29, 2023, letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.

1.23. "Pay Period" means any pay period during which an Aggrieved Employee worked at least one day of the pay period and was not on vacation or a leave of absence for the entire workweek.

1.24. "Plaintiff" means Marwan Green, the named Plaintiff in the Action.

1.25. "Plaintiff's Service Award" means the service award paid to Plaintiff for serving as the named Plaintiff in this matter, subject to the approval of the Court.

1.26. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.27. "Released PAGA Claims" means the claims being released by the Plaintiff and Aggrieved Employees as described in Paragraph 5, below.

1.28. "Released Parties" means Defendant and any of its past, present, and future parents (including Flagship Premium Food Group,), subsidiaries, affiliates, officers, directors, employees, partners, members, shareholders and agents, attorneys, and any other successors, assigns, or legal representatives.

1.29. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.30. "Defendant" means La Tortilla Factory, Inc., the named defendant in the Action.

2. RECITALS.

2.1. On July 5, 2025, Plaintiff Green commenced this Action by filing a Complaint alleging wage and hour violations (the "Operative Complaint."). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.

2.3. On April 3, 2025, the Parties participated in an all-day mediation presided over by Monique Ngo-Bonnici, Esq., a well-respected and experienced wage and hour mediator, which led to this Agreement to settle the Action.

2.4. Before mediation, Plaintiff obtained, through informal discovery, time and payroll records, data, and policies, among other documents and information, to aid in the preparation of Plaintiff's evaluation of the claims and formulation of a damages model.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8, below, Defendant promises to pay $325,000 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount in the amounts specified by the Court in the Approval Order:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be $108,333, and a PAGA Counsel Litigation Expenses Payment of not more than $20,000.00. Defendant will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms.

3.2.2. To Plaintiff: From the Gross Settlement amount Plaintiff will each receive a Service Award in the amount of $5,000 for serving as the Plaintiff in this matter, subject to the approval of the Court.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed $5,000.00 except for a showing of good cause and as approved by the Court. To the extent the expenses incurred by the Administrator in connection with this Settlement are less, or the Court approves an Administration Expenses Payment of less than $5,000.00, the Administrator will allocate the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the remaining Gross Settlement Amount, with 75% of the remaining Gross Settlement Amount (~$140,000.25) allocated to the LWDA PAGA Payment and 25% (~$46,666.75) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees 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.

3.2.4.2. 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. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates the Aggrieved Employees worked a total of 5,672 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within seven days of the Effective Date of this Agreement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount in three installments as follows: (1) the first settlement installment of $125,000 shall be paid within 30 days of Court approval of the settlement; (2) the second installment of $100,000 shall be paid within 120 days of the first installment payment, and (3) the third and final installment payment of $100,000 shall be paid within 120 days of the second installment payment..

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for Plaintiff's Service Award, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check remains uncashed and is cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Unclaimed Property Fund in the name of the Aggrieved Employee.

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

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Release by the LWDA, State of California, and Aggrieved Employees: The LWDA, State of California, and 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 Operative Complaint and the PAGA Notices.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree that Plaintiff's counsel will subsequently draft and file an application or motion for approval of this Settlement, including the notice to be provided to the Aggrieved Employees. The Parties will jointly seek to immediately vacate or stay all dates in the Action, pending approval by the Court of the Settlement, and will seek a date for the hearing on the motion for approval of this Settlement as soon as possible.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this

Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2 Responsibilities of Counsel. PAGA Counsel are responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 60 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. ("ILYM") to serve as the Administrator and verified that, as a condition of appointment, ILYM 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 Payment. The Parties, PAGA Counsel, and Defense 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 to provide 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 Administrator's Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE. Defendant has represented that there are approximately 5,672 pay periods from April 29, 2023 to April 3, 2024. This is a material representation for Plaintiff to enter into this agreement. Should the actual number of pay periods increase beyond 10% (6,239) during the PAGA Period, Defendant shall either increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of pay periods worked by the aggrieved employees above

10% (e.g. if the number of pay periods increases by 11%, the Gross Settlement Amount will increase by 1%), or cut off the settlement release date as of the date the pay periods total 6,239.

9. **CONTINUING JURISDICTION OF THE COURT**. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to CCP section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing Settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10. **ADDITIONAL PROVISIONS.**

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying this Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution. In the event that the Court refuses to approve any economic term or term related to the scope of the claims release, Defendant, at their option, may void the Settlement. A reduction in the amount of PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment is not a basis to void the Settlement. In the event that the Court refuses to approve any term related to the scope of the release, the Parties agree to return to mediation in order to attempt to address the concerns of the Court, and, upon reaching an agreement, submit a revised agreement to the Court.

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

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel is providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

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

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

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

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

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

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

10.14 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Mehrdad Bokhour *mehrdad@bokhouralw.com* Bokhour Law Group, P.C. 1901 Avenue of the Stars, Suite 920 Los Angeles, California 90067 310-975-1493	Joshua Falakassa *josh@falakassalaw.com* Falakassa Law, PC 1901 Avenue of the Stars, Suite 920 Los Angeles, California 90067 818-456-6168

To Defendant:

Jennifer Douglas *jdouglas@dpf-alw.com* Dickenson, Peatman & Fogarty PC 520 Third Street, Suite 260 Santa Rosa, California 95401

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

10.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

10.17 No Public Comment. The Parties and their counsel agree not to issue any press releases, initiate any contact with the press, respond to any press inquiry, or make any public communication about the fact, amount, or terms of the settlement, except however that this does not prohibit disclosures required by law and/or between Plaintiff and Plaintiff' counsel and their expert, or between Defendant and Defendant's counsel and their expert, and those within Defendant's organization or financial advisors/accountants with a need to know in order to approve or execute the terms of this Settlement Agreement. In response to any inquiries Plaintiff and Plaintiff's counsel will state that "the case was resolved with Court approval." Plaintiff's Counsel shall not report the settlement or its content in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the Settlement Class on their website, and shall not contact any reporters or media regarding the settlement, the Action, or their content. However, Plaintiff's Counsel is authorized and required by law to make disclosure to the Court and the LWDA for the purposes of obtaining the approval of the settlement, concluding any superior court or appellate court proceedings in the Action, and complying with any California Rules of Court or ethical requirements. This disclosure is limited to court filings, electronic submission of settlement documents to the LWDA, and verbal statements made at hearings or conferences with a judicial officer. Plaintiff and Plaintiff's counsel, or their representatives, are not permitted to disseminate or publish, distribute, or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. Nothing in this provision is intended to prohibit: (i) Plaintiff from discussing this settlement with their spouses, attorneys, tax advisors, or taxing authorities; (ii) Plaintiff's Counsel from citing the settlement in this case as evidence supporting their competence as counsel in wage/hour and/or class action matters in public court filings; or (iii) Plaintiff's counsel from communicating with the settlement administrator, Plaintiff in this case, the LWDA, or with the court in which this action is pending; (iv) Plaintiff's counsel to report on the settlement in other courts as may be required by the California Rules of Court or when responding to any inquiry from another court; (v) Plaintiff's counsel from discussing the settlement with the Aggrieved Employees if contacted with questions about the settlement or the distribution of settlement proceeds.

Dated: 6/9/2025, 2025

DocuSigned by:
72C893B93591498...
Plaintiff Marwan Green

Defendant La Tortilla Factory, Inc.

Dated: June 10, 2025

By Its Authorized Representative

AGREED AS TO FORM

FALAKASSA LAW, P.C.

Dated: 6/9/2025, 2025

DocuSigned by:
Joshua Falakassa
15A628B2C5A149C...
Joshua S. Falakassa, Esq.
Counsel for Plaintiff and the PAGA Members

BOKHOUR LAW GROUP, P.C.

Dated: 6/10/2025, 2025

Signed by:
MEHRDAD BOKHOUR
D8D3643F271940F...
Mehrdad Bokhour, Esq.
Counsel for Plaintiff and the PAGA Members

DICKENSON, PEATMAN & FOGARTY PC

Dated: June 10, 2025

Jennifer Douglas, Esq.
Counsel for Defendant
La Tortilla Factory, Inc.

EXHIBIT "C"

TRUE AND CORRECT COPY OF
SUBMISSION CONFIRMATION
TO LWDA
RE: PROPOSED SETTLEMENT

[SEE ATTACHED]