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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – CENTRAL DISTRICT

PABLO CASTILLO and KENIA BELTRAN  
MORALES, individually, and on behalf of all  
others similarly situated,

Plaintiffs,

vs.

INVAPHARM, INC., a California corporation;  
MANU PATOLLIA, an Individual; MITA  
BODAR, an Individual; and DOES 1 through  
10, inclusive,

Defendants.

Case No. 24STCV27498

**JOINT STIPULATION AND  
SETTLEMENT AGREEMENT OF  
CLASS AND PAGA ACTION CLAIMS**

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PABLO CASTILLO AND KENIA  
22 BELTRAN MORALES,  
INDIVIDUALLY AND ON BEHALF OF  
23 ALL OTHERS SIMILARLY SITUATED  
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1 This Joint Stipulation of Class and PAGA Representative Action Settlement and Release  
2 (“**Settlement**” or “**Settlement Agreement**”) is made and entered into by and between Plaintiffs  
3 Pablo Castillo and Kenia Beltran Morales (“**Plaintiffs**” or “**Class Representatives**”), as individuals  
4 and on behalf of all others similarly situated and allegedly aggrieved, and Defendants InvaPharm,  
5 Inc., Manu Patollia, and Mita Bodar (“**Defendants**”).

### 6 **DEFINITIONS**

7 The following definitions are applicable to this Settlement Agreement. Definitions  
8 contained elsewhere in this Settlement Agreement will also be effective:

9 1. “**Action**” means *Pablo Castillo, et al. v. Invapharm, Inc., et. al.*, Los Angeles  
10 County Superior Court of California, Case No. 24STCV27498.

11 2. “**Attorneys’ Fees and Costs**” means attorneys’ fees approved by the Court for Class  
12 Counsel’s litigation and resolution of the Action, and all Court approved costs incurred and to be  
13 incurred by Class Counsel in the Action, including but not limited to, costs associated with  
14 documenting the Settlement, providing any notices to governmental agencies required as part of  
15 the Settlement or Court Order, securing the Court’s approval of the Settlement, administering the  
16 Settlement, obtaining entry of a Judgment terminating the Action, and expenses for any experts.  
17 Class Counsel will request attorneys’ fees not in excess of one third of the Gross Settlement  
18 Amount, which is \$73,600.00. Class Counsel will request costs not in excess of \$30,000.00.  
19 Attorneys’ Fees and Costs shall be paid from the Gross Settlement Amount.

20 3. “**Class Counsel**” means Omid Nosrati and Rene Maldonado of Nosrati Law as  
21 well as Kane Moon, Allen Feghali, and Jacquelyne VanEmmerik of Moon Law Group, P.C.

22 4. “**Class List**” means a complete list of all Class Members that Defendants will  
23 diligently and in good faith compile from Defendants’ records and provide to the Settlement  
24 Administrator within fifteen (15) business days after Preliminary Approval of this Settlement. The  
25 Class List will be formatted in Microsoft Excel and will include each Class Member’s full name,  
26 most recent mailing address, social security number, number of workweeks that each Class Member  
27 worked during the Class Period and the PAGA Period, and any other relevant information needed  
28 to calculate settlement payments.

1           5.       **“Class/PAGA Representative Enhancement Payment”** means the amount to be  
2 paid to Plaintiffs in the Action in recognition of their efforts and work in prosecuting the Action on  
3 behalf of Class Members, and for Plaintiffs’ general release of claims. Subject to the Court granting  
4 final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals,  
5 Defendants agree not to object to an enhancement award to each of the named Plaintiffs from the  
6 Gross Settlement Amount up to a maximum of Five Thousand Dollars and Zero Cents (\$5,000.00)  
7 per Plaintiff. Should Plaintiffs seek an enhancement award from the Court above that amount,  
8 Defendants reserve their right to object to any such amount exceeding the foregoing amount.  
9 Subject to the Court’s approval, the Parties agree that the maximum amount of the enhancement  
10 award that can be sought by the Plaintiffs as to each named Plaintiff will not exceed Seven  
11 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00).

12           6.       **“Class Period”** means the time period from June 14, 2023, through the date of  
13 Preliminary Approval.

14           7.       **“Class Member(s)”** means members of the Settlement Class.

15           8.       **“Court”** means the California Superior Court for the County of Los Angeles.

16           9.       **“Defendants”** means InvaPharm, Inc., Manu Patollia, and Mita Bodar.

17           10.      **“Effective Date”** means the latter of (1) five calendar days after the final judgment  
18 by which a notice of appeal of the order granting final approval or the final judgment may be timely  
19 filed, and none is filed (i.e., 65 days after the date of entry of the order granting final approval); or  
20 (2) if a notice of appeal from the order granting final approval or the final judgment is filed, five  
21 business days after the date on which the Superior Court’s order granting final approval or final  
22 judgment is finally affirmed or upheld without any further right of appeal by any party or third  
23 party and following the expiration of any such period for such further appeal that may be available.  
24 The Effective Date is a condition of performance of the obligations under this Settlement.

25           11.      **“Gross Settlement Amount”** means the agreed amount of Two Hundred and  
26 Twenty Thousand Eight Hundred Dollars and Zero Cents (\$220,800.00), to be paid by Defendants  
27 in full satisfaction of all Released Claims by the Settlement Class and PAGA Settlement Group  
28 arising from the Action, which includes all Individual Settlement Payments to Class Members,

1 Attorneys' Fees and Costs to Class Counsel, the Class/PAGA Representative Enhancement  
2 Payments to Plaintiffs, the Labor and Workforce Development Agency ("**LWDA**") Payment, and  
3 Settlement Administration Costs to the Settlement Administrator. This Gross Settlement Amount  
4 has been agreed to by Plaintiffs and Defendants based on the aggregation of the agreed-upon  
5 settlement value of individual claims in the Action. In no event will Defendants be liable for more  
6 than the Gross Settlement Amount. The Gross Settlement Amount includes employee payroll  
7 taxes. However, Defendants shall pay the employer's portion of payroll taxes on all wage allocation  
8 in addition to the Gross Settlement Amount. There will be no reversion of the Gross Settlement  
9 Amount to Defendants.

10 12. "**Individual Settlement Payment**" means each Qualified Class Members' share of  
11 the Net Class Settlement Amount and Net PAGA Settlement Amount.

12 13. "**LWDA Payment**" means the amount that the Parties have agreed to pay to the  
13 LWDA in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code  
14 § 2698 *et seq.*) ("**PAGA**") out of the PAGA Settlement Amount. The Parties have agreed that  
15 Twenty Thousand Dollars and Zero Cents (\$20,000.00) of the Gross Settlement Amount will  
16 constitute the PAGA Settlement Amount and be remitted in consideration for the resolution of  
17 PAGA Settlement Group's claims arising under PAGA during the PAGA Period. Per PAGA, 65%  
18 (\$13,000.00) of the PAGA Settlement Amount will be distributed to the LWDA as a PAGA  
19 payment.

20 14. "**Net Class Settlement Amount**" means the portion of the Net Settlement Amount  
21 that will be automatically distributed to Qualified Class Members (*i.e.*, Class Members who do not  
22 opt-out of the Settlement). There will be no reversion of the Net Class Settlement Amount to  
23 Defendants if any funds cannot be distributed.

24 15. "**Net PAGA Settlement Amount**" refers to the 35% portion of the PAGA  
25 Settlement Amount available for distribution to the PAGA Settlement Group. The Net PAGA  
26 Settlement Amount will be automatically distributed to the PAGA Settlement Group per the  
27 methodology in this Settlement, even if they opt out of the class portion of the Settlement. There  
28 will be no reversion of the Net PAGA Settlement Amount to Defendants if any funds cannot be

1 distributed.

2 16. **“Net Settlement Amount”** means the portion of the Gross Settlement Amount  
3 remaining after deducting the Attorneys’ Fees and Costs, the Class/PAGA Representative  
4 Enhancement Payments, the LWDA Payment, and Settlement Administration Costs. There will be  
5 no reversion of the Net Settlement Amount to Defendants if any funds cannot be distributed.

6 17. **“Notice of Objection”** means a Class Member’s valid and timely written objection  
7 to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the  
8 objector’s full name, signature, address, and telephone number, (ii) a written statement of all  
9 grounds for the objection accompanied by any legal support for such objection, and (iii) copies of  
10 any papers, briefs, or other documents upon which the objection is based, if any documents are a  
11 basis of the objection.

12 18. **“Notice Packet”** or **“Class Notice”** means the Notice of Class and Representative  
13 Action Settlement, substantially in the format attached as **Exhibit A**.

14 19. **“PAGA Claims”** means the claims for the imposition of civil penalties pursuant to  
15 the PAGA arising out of alleged violations of the California Labor Code and/or wage orders as  
16 outlined in the Released Claims by the PAGA Settlement Group.

17 20. **“PAGA Settlement Amount”** means the amount the Parties have agreed to allocate  
18 to the resolution of PAGA Claims during the PAGA Period. The Parties have agreed that Twenty  
19 Thousand Dollars and Zero Cents (\$20,000.00) of the Gross Settlement Amount will constitute the  
20 PAGA Settlement Amount and be remitted in consideration for the resolution of the aggrieved  
21 employees’ claims arising under PAGA during the PAGA Period. Of that amount, 65%  
22 (\$13,000.00) will be distributed to the LWDA as a PAGA payment with the remaining 35%  
23 (\$7,000.00) distributed to the PAGA Settlement Group Employees per PAGA. In the event that  
24 the Court requires additional amounts allocated to the resolution of PAGA Claims during the PAGA  
25 Period, the Parties have agreed to allocate up to \$40,000.00 of the Gross Settlement Amount to  
26 constitute the PAGA Settlement Amount.

27 21. **“PAGA Settlement Group”** means all persons who worked for Defendants in  
28 California as an hourly, non-exempt employees during the PAGA Period.

22. **“PAGA Period”** means the time period from August 31, 2023, through the date of Preliminary Approval.

23. **“Parties”** means Plaintiffs and Defendants, collectively.

24. **“Plaintiffs”** or **“Class Representatives”** means Pablo Castillo and Kenia Beltran Morales.

25. **“Preliminary Approval”** means the Court order granting preliminary approval of the Settlement Agreement.

26. **“Qualified Class Member(s)”** means any individual who does not timely opt-out of the Class settlement pursuant to the procedures outlined in this Settlement.

27. **“Released Class Claims by Qualified Settlement Class Members”** means all claims that were alleged or reasonably could have been alleged based on the facts and allegations in the Operative Complaint and the LWDA letters that are alleged to have occurred during the Class Period. This includes, e.g., any and all claims for injunctive relief, declaratory relief, restitution, fraudulent business practices, or punitive damages; unpaid, minimum, regular, overtime, and/or double time wages (California Labor Code [“Lab. Code”] §§ 204, 218.5, 218.6, 510, 551, 552, 558, 558.1, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and/or applicable Wage Order, and the Federal Labor Standards Act, 29 U.S.C. § 206-207); failing to timely pay wages (including but not limited to Lab. Code §§ 201-204, 210, and/or 227.3); failing to provide compliant meal periods or meal period premiums (including but not limited to Lab. Code §§ 512, 226.7, and/or applicable Wage Order); failing to provide compliant rest breaks or rest break premiums (including but not limited to Lab. Code § 226.7, and/or applicable Wage Order); failing to provide compliant wage statements (including but not limited to Lab. Code §§ 226 and/or 226.3); failing to keep accurate or furnish employment records (including but not limited to Lab. Code §§ 432, 432.5, 1174, 1174.5, 1175, and/or 1198.5); failing to reimburse all necessary business expenses (including but not limited to Lab. Code §§ 2800 and/or 2802); unfair competition or business practices (including but not limited to Bus. & Prof. Code § 17200 *et seq.*); claims for interest, penalties (including but not limited to waiting time penalties at Lab. Code §§ 201-204), or premiums in connection with any of the preceding claims; as well as any claims under California common law,

1 California Labor Code, California Industrial Welfare Commission's Wage Orders, and/or the  
2 California Code of Regulations, that were alleged or which could have reasonably been alleged  
3 under the same or similar facts, allegations, and/or claims pleaded in the Operative Complaint and  
4 LWDA letters filed by Plaintiffs related to these issues during the Class Period.

5 28. **"Released PAGA Claims by PAGA Settlement Group"** means all claims for  
6 PAGA civil penalties that were alleged or reasonably could have been alleged based on the facts  
7 and allegations in the Operative Complaint and LWDA letters that are alleged to have occurred  
8 during the PAGA Period. This includes, e.g., any and all claims for civil penalties for unpaid wages  
9 including but not limited to minimum, regular, overtime, and/or double time wages (including but  
10 not limited to California Labor Code ["Lab. Code"] §§ 204, 218.5, 218.6, 510, 551, 552, 558, 558.1,  
11 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and/or applicable Wage Order); failing  
12 to timely pay wages (including but not limited to Lab. Code §§ 201-204, 210, and/or 227.3); failing  
13 to provide compliant meal periods or meal period premiums (including but not limited to Lab. Code  
14 §§ 512, 226.7, and/or applicable Wage Order); failing to provide compliant rest breaks or rest break  
15 premiums (including but not limited to Lab. Code § 226.7, and/or applicable Wage Order); failing  
16 to provide compliant wage statements (including but not limited to Lab. Code §§ 226 and/or 226.3);  
17 failing to keep accurate or furnish employment records (including but not limited to Lab. Code §§  
18 432, 432.5, 1174, 1174.5, 1175, and/or 1198.5); failing to reimburse all necessary business  
19 expenses (including but not limited to Lab. Code §§ 2800 and/or 2802); unfair competition or  
20 business practices (including but not limited to Bus. & Prof. Code § 17200 *et seq.*); claims for civil  
21 penalties pursuant to California's Private Attorneys General Act of 2004 ("PAGA", Lab. Code §  
22 2698 *et seq.*) predicated on the same or similar facts and/or claims alleged in the Operative  
23 Complaint and any PAGA letter sent to the LWDA by Plaintiffs in the Actions; claims for interest,  
24 penalties (including but not limited to waiting time penalties at Lab. Code §§ 201-204), or  
25 premiums in connection with any of the preceding claims.

26 29. **"Released Parties"** means Defendants and any of their past and present direct or  
27 indirect parents, subsidiaries, predecessors, successors, divisions, and affiliates and each of their  
28 respective past and present officers, directors, employees, partners, members, owners, shareholders,

principals, agents, attorneys, insurers, and any other assigns or legal representatives which could be jointly liable with Defendants.

30. **“Request for Exclusion”** means a timely letter submitted by a Class Member indicating a request to be excluded from the non-PAGA portion of the Settlement. The Request for Exclusion must: (i) set forth the name, address, telephone number, and last four digits of the social security number of the Class Member requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement Administrator; (iv) clearly state that the Class Member does not wish to be included in the Settlement; and (v) be faxed or postmarked on or before the Response Deadline.

31. **“Response Deadline”** means the deadline by which Class Members must postmark or fax to the Settlement Administrator Requests for Exclusion, Notices of Objection, or workweek disputes. The Response Deadline will be sixty (60) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the sixtieth (60<sup>th</sup>) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

32. **“Settlement Administration Costs”** means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering the Settlement, including, but not limited to, printing, distributing, and tracking documents for the Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount.

33. **“Settlement Administrator”** or **“Administrator”** means the third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering the Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

34. **“Settlement Class”** means all persons who worked for any Defendants in California as an hourly, non-exempt employee at any time during the Class Period.

**TERMS OF AGREEMENT**

Plaintiffs, on behalf of themselves and the Settlement Class and PAGA Settlement Group,  
and Defendants agree as follows:

37. Funding of the Gross Settlement Amount. Defendant will issue payment in the amount of the Gross Settlement Amount of \$220,800.00 to the Settlement Administrator, which will be deposited into a Qualified Settlement Account to be established by the Settlement Administrator. After the Effective Date, the Gross Settlement Amount will be used for: (i) Individual Settlement Payments; (ii) the LWDA Payment; (iii) the Class/PAGA Representatives Enhancement Payment; (iv) Attorneys' Fees and Costs; and (v) Settlement Administration Costs. Defendants will issue payment in the amount of the Gross Settlement Amount within 15 calendar days of the Effective Date. Within 15 calendar days after the Effective Date and after Defendants receives the necessary calculations from the Settlement Administrator, Defendants will submit a payment for the employer's portion of payroll taxes on all wage allocation in addition to the Gross Settlement Amount.

39. Class/PAGA Representative Enhancement Payment. In exchange for a general and complete release, and in recognition of Plaintiffs' effort and work in prosecuting the Action on

1 behalf of Class Members, Defendants agree not to oppose any application or motion for a  
2 Class/PAGA Representative Enhancement Payment for each of the named Plaintiff from the Gross  
3 Settlement Amount up to a maximum of Five Thousand Dollars and Zero Cents (\$5,000.00) per  
4 Plaintiff. Should Plaintiffs seek an enhancement award from the Court above that amount,  
5 Defendants reserve their right to object to any such amount exceeding the foregoing amount.  
6 Subject to the Court's approval, the Parties agree that the maximum amount of the enhancement  
7 award that can be sought by the Plaintiffs as to each named Plaintiff will not exceed Seven  
8 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00). The Class/PAGA Representative  
9 Enhancement Payments will be paid from the Gross Settlement Amount and will be in addition to  
10 any Individual Settlement Payments that Plaintiffs may be entitled to pursuant to the Settlement.  
11 The enhancement awards shall not be deemed wages and will be reported on an IRS Form 1099  
12 MISC. Plaintiffs will be solely and legally responsible to pay any and all applicable taxes on the  
13 Class/PAGA Representative Enhancement Payments.

14 40. Settlement Administration Costs. The Settlement Administrator will be paid for the  
15 reasonable costs of administration of the Settlement and distribution of payments from the Gross  
16 Settlement Amount, which shall not exceed \$5,490.00. These costs, which will be paid from the  
17 Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual  
18 Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Notice Packets,  
19 calculating and distributing the Gross Settlement Amount, establishing and maintaining a  
20 settlement website in the manner described below and providing necessary reports and declarations.

21 41. PAGA Settlement Amount and Distribution. Subject to Court approval, the Parties  
22 agree that the amount of \$20,000.00 from the Gross Settlement Amount will be designated for  
23 satisfaction of civil penalties arising out of the PAGA Claims by PAGA Settlement Group during  
24 the PAGA Period. Per PAGA, Sixty-Five Percent (65%), or \$13,000.00, of this sum will be paid  
25 to the LWDA and Thirty-Five Percent (35%), or \$7,000.00, will constitute the Net PAGA  
26 Settlement Amount and will be paid to PAGA Settlement Group (regardless of whether they object  
27 to or are excluded from the non-PAGA portion of the Settlement) as part of their Individual  
28 Settlement Payment as follows:

(a) The Settlement Administrator will calculate the total number of pay periods worked by each member of the PAGA Settlement Group during the PAGA Period, and aggregate total number of pay periods worked by the PAGA Settlement Group during the PAGA Period.

(b) To determine each PAGA Settlement Group member's share of the Net PAGA Settlement Amount, the Settlement Administrator will use the following formula: The PAGA Net Settlement Amount will be divided by the aggregate total number of pay periods worked by the PAGA Settlement Group during the PAGA Period and then multiplied by each PAGA Settlement Group member's pay periods during the PAGA Period.

42. Net Class Settlement Amount. The entire Net Class Settlement Amount will be distributed to Qualified Class Members as set forth below. No portion of the Net Class Settlement Amount will revert or be retained by Defendant.

43. Net Class Settlement Amount Distribution. The Net Class Settlement Amount of each Qualified Class Members' Individual Settlement Payments will be based on the number of Workweeks each Qualified Class Member worked during the Class Period. Calculations of Individual Settlement Payments will be made as follows:

(a) The Settlement Administrator will calculate the total number of Workweeks worked by each Settlement Class Member during the Class Period and the aggregate total number of Workweeks worked by all Settlement Class Members during the Class Period.

(b) To determine each Settlement Class Member's share of the Net Class Settlement Amount, the Settlement Administrator will use the following formula: The Net Class Settlement Amount will be divided by the aggregate total number of Workweeks worked by all Settlement Class Members during the Class Period, resulting in the "Workweek Value".

(c) Each Settlement Class Member's share of the Net Class Settlement Amount will be calculated by multiplying each individual Settlement Class Member's total number of Workweeks during the Class Period by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Settlement Class Member as specifically set forth herein, including employee-side tax withholdings or deductions.

1                   43.2    The entire Net Class Settlement Amount will be disbursed to Qualified Class  
2 Members as set forth above.

3           44.    Treatment of Individual Settlement Payments. Each Qualified Class Member's  
4 Individual Settlement Payment shall be allocated as: (i) 20% as wages for which IRS Forms W-2  
5 will be issued, and (ii) 80% toward penalties and interest reported as such to each applicable  
6 Qualified Class Member on an IRS Form W-2 and IRS Form 1099 MISC as applicable. Each  
7 PAGA Settlement Group member's PAGA payment will be allocated as 100% non-wages (for  
8 alleged interest and penalties) for which IRS Forms 1099-MISC will be issued.

9           45.    No Credit Toward Benefit Plans. The Individual Settlement Payments made to  
10 Qualified Class Members under this Settlement, as well as any other payments made pursuant to  
11 this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to  
12 which any member of the Settlement Class may be eligible. It is the Parties' intention that this  
13 Settlement will not affect any rights, contributions, or amounts to which any member of the  
14 Settlement Class may be entitled under any benefit plans.

15           46.    Administration Process. The Parties agree to cooperate in the administration of the  
16 settlement and to make all reasonable efforts to control and minimize the costs and expenses  
17 incurred in administration of the Settlement.

18           47.    Delivery of the Class List. Within fifteen (15) business days of Preliminary  
19 Approval, Defendants will provide the Class List to the Settlement Administrator.

20           48.    Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the  
21 Class List from Defendants, the Settlement Administrator will mail a Notice Packet to all Class  
22 Members via regular First-Class U.S. Mail, using the most current, known mailing address  
23 identified in the Class List as updated by the process in Paragraph 49 below.

24           49.    Confirmation of Contact Information in the Class Lists. Prior to mailing, the  
25 Settlement Administrator will perform a search based on the National Change of Address Database  
26 for information to update and correct for any known or identifiable address changes. Any Notice  
27 Packets returned to the Settlement Administrator as non-deliverable on or before the Response  
28 Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed

thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address, and/or social security number of the Class Member involved and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have between the later of (i) an additional fifteen (15) calendar days or (ii) the Response Deadline to submit a Request for Exclusion or an objection to the Settlement.

50. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet will provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's principal terms; (iii) the definition of the Settlement Class; (iv) the total number of Workweeks each Class Member worked for Defendants during the Class Period; (v) the total number of pay periods each member of the PAGA Settlement Group worked for Defendants during the PAGA Period; (vi) each Class Member's estimated Individual Settlement Payment and the formulas for calculating Individual Settlement Payments; (vii) the dates which comprise the Class Period and PAGA Period; (viii) instructions on how to submit Requests for Exclusion, Notices of Objection or Workweek disputes; (ix) the deadlines by which the Class Member must postmark or fax Request for Exclusions, Notices of Objection or Workweek disputes; and (x) the claims to be released

51. Disputed Information on Notice Packets. Class Members will have sixty (60) calendar days from the mailing of their Notice Packets to submit their objection to Settlement to the Settlement Administrator. The Settlement Administrator shall email a copy of any such objection to the Parties' counsels and Settlement Class Counsel shall lodge a copy of the objection with the Court, or to indicate their decision to opt out of the Settlement Classes or to dispute the number of Workweeks. To the extent Class Members dispute their employment dates or the number of Workweeks on record, Defendant's records shall presumptively control.

52. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)

1 business days of receiving the defective submission to advise the Class Member that his or her  
2 submission is defective and that the defect must be cured to render the Request for Exclusion valid.  
3 The Class Member will have until the later of (i) Response Deadline or (ii) fifteen (15) calendar  
4 days from the date of the cure letter, which ever date is later, to postmark or fax a revised Request  
5 for Exclusion. If the revised Request for Exclusion is not postmarked or received within that period,  
6 it will be deemed untimely.

7 53. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the  
8 Class portion of the Settlement Agreement (*i.e.*, to not waive individual claims for relief  
9 encompassed by the Released Class Claims by Settlement Class Members and not receive a portion  
10 of the Net Class Settlement Amount) must sign and facsimile or postmark written Request for  
11 Exclusion to the Settlement Administrator within the Response Deadline. In the case of Requests  
12 for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the  
13 exclusive means to determine whether a Request for Exclusion has been timely submitted. Any  
14 Class Member who requests to be excluded from the class settlement will not be entitled to any  
15 portion of the Net Class Settlement Amount and will not be bound by the terms of the class  
16 settlement or have any right to object, appeal, or comment thereon, although the PAGA settlement  
17 and release provisions applicable to the PAGA Period will still apply to each such individual, and  
18 each such individual shall be entitled to his or her pro rata share of the Net PAGA Settlement  
19 Amount.

20 54. Class Size. The Gross Settlement Amount was calculated based on the  
21 understanding that as of December 31, 2023, there were approximately 121 employees with 7,483  
22 corresponding workweeks from June 14, 2023, to February 10, 2025. In the event the final class  
23 list or total workweeks through the conclusion of the Class Period is more than 10% larger than  
24 these numbers combined (*i.e.*, exceeds 8,231), at the option of Defendants, the Gross Settlement  
25 Amount shall increase pro rata with a 10% grace margin (*i.e.*, if the aggregate workweek numbers  
26 increase by 11%, the Gross Class Settlement Amount shall increase by 1%), or the date for  
27 determining the class membership ("**Class Cut-Off**") shall be adjusted as to limit the class size to  
28 a maximum of no more than 10% of the estimated combined workweeks or class members

1 identified above.

2       55.   Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class  
3 Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely  
4 and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the  
5 Released Class Claims by Qualified Settlement Class Members and the Released PAGA Claims by  
6 PAGA Settlement Group Members, as well as any Judgment that may be entered by the Court if it  
7 grants final approval to the Settlement.

8       56.   Fair Labor Standards Act (“FLSA”) Opt-In. Class Members who choose to  
9 participate in this Settlement by not opting out and cashing their checks (that will include language  
10 to the effect that cashing the check will release their rights under the FLSA for any claims pled or  
11 that could have reasonably been alleged based on the same set of operative facts as those pleaded  
12 in the operative Complaint, any amended Complaints in the Actions or LWDA letters; *e.g.*, “By  
13 cashing this check, I am opting into the settlement in *Kenia Beltran Morales v. InvaPharm, Inc.*,  
14 Superior Court for the County of Los Angeles, Case No. 24STCV27498 and *Pablo Castillo v.*  
15 *InvaPharm, Inc.*, et al., Superior Court for the County of Los Angeles, Case No. 24STCV14431,  
16 under the Fair Labor Standards Act, 29 U.S.C. § 216(b), and releasing the released claims described  
17 in the Settlement Agreement”), will also be deemed to have opted in for purposes of the FLSA, and  
18 their released claims will include a release of the FLSA claims based on claims alleged, or that  
19 could have reasonably been alleged based on the same set of operative facts as those pleaded in the  
20 operative Complaint or any amended Complaints in the Action.

21       57.   Challenges to Workweeks. Each Class Member shall have until the Response  
22 Deadline (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to  
23 challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class  
24 Member in the Class Notice. The Class Member may challenge the allocation by communicating  
25 with the Settlement Administrator via fax, email or mail. The Settlement Administrator must  
26 encourage the challenging Class Member to submit supporting documentation. In the absence of  
27 any contrary documentation, the Settlement Administrator is entitled to presume that the  
28 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class

1 Data. Absent evidence rebutting Defendants' records, Defendants' records will be presumed  
2 determinative. However, if a Class Member produces evidence to the contrary by the Response  
3 Deadline, the Parties will evaluate the evidence submitted by the Class Member and the Parties will  
4 make the final decision as to the number of eligible Workweeks that should be applied and/or the  
5 Individual Settlement Payment to which the Class Member may be entitled, in the event that  
6 Defendants cannot make this determination themselves. If the Parties do not agree, the dispute will  
7 be submitted to the Court. The Settlement Administrator shall promptly provide copies of all  
8 challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel  
9 and the Settlement Administrator's determination as to the challenges.

10 58. Objection Procedures. To object to the Settlement Agreement, a Class Member  
11 must fax or postmark a valid Notice of Objection to the Settlement Administrator on or before the  
12 Response Deadline. The Notice of Objection must be signed by the Class Member and contain all  
13 information required by this Settlement Agreement. Notwithstanding the foregoing, any Class  
14 Member may appear in person at the Final Approval Hearing to object to the Settlement, with or  
15 without having submitted a written objection, and without providing prior notice of intent to appear.  
16 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class  
17 Members to submit written objections to the Settlement Agreement or appeal from the Order and/or  
18 Judgment. Class Counsel will not represent Class Members with respect to any such objections to  
19 this Settlement. If a Class Member submits both a valid Request for Exclusion and a Notice of  
20 Objection, the Notice of Objection shall be void and the Class Member will be deemed to have  
21 opted out of membership as a Qualified Class Member.

22 59. Certification Reports Regarding Individual Settlement Payment Calculations. The  
23 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that  
24 certifies the number of Class Members who have submitted valid Requests for Exclusion,  
25 objections to the Settlement, and whether any Class Member has submitted a challenge to any  
26 information contained in their Notice Packet. Additionally, the Settlement Administrator will  
27 provide to counsel for both Parties any updated reports regarding the administration of the  
28 Settlement Agreement as needed or requested.

1           60.   Distribution Timing of Settlement Payments. Within twenty (20) calendar days of  
2 the Effective Date, the Settlement Administrator will issue payments to: (i) Individual Settlement  
3 Payments from the Net Class Settlement Amount to Qualified Class Members, (ii) the LWDA, (iii)  
4 Individual Settlement Payments from the Net PAGA Settlement Amount to the PAGA Settlement  
5 Group, (iv) Class/PAGA Representative Enhancement Payments to Plaintiffs, and (v) Class  
6 Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved  
7 services performed in connection with the Settlement.

8           61.   Un-cashed Settlement Checks. Funds represented by Individual Settlement  
9 Payments returned as undeliverable and/or remaining un-cashed for more than one hundred eighty  
10 (180) calendar days after issuance will be transmitted by the Administrator to the California  
11 Controller's Unclaimed Property Fund in the name of the applicable Qualified Class Member and  
12 PAGA Settlement Group member thereby leaving no "unpaid residue" subject to the requirements  
13 of California Code of Civil Procedure § 384(b).

14           62.   Certification of Completion. Upon completion of administration of the Settlement,  
15 the Settlement Administrator will provide a written declaration under oath to certify such  
16 completion to the Court and counsel for all Parties. The Settlement Administrator will be solely  
17 responsible for preparation of the declaration, and the Settlement Administrator's failure to comply  
18 with this requirement will not affect the Settlement's validity.

19           63.   Treatment of Individual Settlement Payments. The Net Settlement Class Amount  
20 shall be allocated as: (i) 33% as wages for which IRS Forms W-2 will be issued, and (ii) 67%  
21 toward penalties and interest reported as such to each applicable Qualified Class Member on an  
22 IRS Form W-2 and IRS Form 1099 MISC as applicable. Each PAGA Settlement Group member's  
23 PAGA payment will be allocated as non-wages (for alleged interest and penalties) for which IRS  
24 Forms 1099-MISC will be issued.

25           64.   Administration of Taxes by the Settlement Administrator. The Settlement  
26 Administrator will be responsible for issuing to Plaintiffs, Qualified Class Members, PAGA  
27 Settlement Group members, and Class Counsel any W-2, 1099, or other tax forms as may be  
28 required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator

1 will also be responsible for forwarding all payroll taxes and penalties to the appropriate government  
2 authorities.

3 65. Tax Liability. Defendants make no representation as to the tax treatment or legal  
4 effect of the payments called for hereunder, and Plaintiffs and Class Members are not relying on  
5 any statement, representation, or calculation by Defendant or by the Settlement Administrator in  
6 this regard.

7 66. Circular 230 Disclaimer. Each party to this agreement (for purposes of this section,  
8 the “**acknowledging party**” and each party to this agreement other than the acknowledging party,  
9 an “**other party**”) acknowledges and agrees that (1) no provision of this agreement, and no written  
10 communication or disclosure between or among the Parties or their attorneys and other advisers, is  
11 or was intended to be, nor will any such communication or disclosure constitute or be construed or  
12 be relied upon as tax advice within the meaning of the United States Treasury Department circular  
13 230 (31 CFR part 10, as amended), (2) the acknowledging party (a) has relied exclusively upon his,  
14 her, or its own, independent legal and tax counsel for advice (including tax advice) in connection  
15 with this agreement, (b) has not entered into this agreement based upon the recommendation of any  
16 other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any  
17 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty  
18 that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other party  
19 has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax  
20 strategies (regardless of whether such limitation is legally binding) upon disclosure by the  
21 acknowledging party of the tax treatment or tax structure of any transaction, including any  
22 transaction contemplated by this agreement.

23 67. No Prior Assignments. The Parties and their counsel represent, covenant, and  
24 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to  
25 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,  
26 action, cause of action or right herein released and discharged.

27 68. Nullification of Settlement Agreement. In the event that: (i) the Court does not  
28 finally approve the Settlement as provided herein, or (ii) the Settlement does not become final for

any other reason, then this Settlement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. Furthermore, in the event that 7% or more of the Class Members opt-out of the Settlement, or Class Members who represent more than 7% of the aggregate Workweeks opt-out of the Settlement, then Defendants have in their sole discretion the option to nullify the Settlement which shall thereafter be null and void. However, Defendants agree to meet and confer in good faith with Class Counsel before rescinding or voiding this Agreement, but such a meet and confer shall not restrict Defendants' sole and absolute discretion to rescind or void this Agreement. The amount of the Gross Settlement Amount is deemed a material term, and Defendants may revoke the agreement if the Court insists on a change that increases the obligation of Defendants to pay an amount in excess of the Gross Settlement Amount. In the event that Defendants exercises their right to nullify the Settlement, Defendants shall be responsible for any and all costs incurred by the Settlement Administrator through the date of the termination but shall have no obligation to make any other payments to any party, Class Members, the PAGA Settlement Group, Class Counsel, Plaintiffs, or attorney. Changes requested by the Court to the allocation of funds between PAGA and the remaining class claims, or changes in the amount of attorneys' fees and costs or enhancement award to Plaintiff, or changes to the procedures accompanying the administration of the Settlement will not form the basis for any party in the action to revoke this Settlement.

69. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval Order for: (i) conditional certification of the Settlement Class for settlement purposes only; (ii) preliminary approval of the proposed Settlement Agreement; (iii) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice Packet, which will include both the proposed Notice of Class Action Settlement Document, attached as **Exhibit A**. Class Counsel

1 will be responsible for drafting all documents necessary to obtain preliminary approval, but  
2 Defendants shall be provided reasonable time (i.e., at least **five business days**) to review the drafts  
3 prior to filing.

4 70. **Final Settlement Approval Hearing and Entry of Judgment.** Upon expiration of the  
5 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with  
6 the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to  
7 determine the Final Approval of the Settlement Agreement along with the amounts properly  
8 payable for: (i) Attorneys' Fees and Costs; (ii) the Class/PAGA Representative Enhancement  
9 Payment; (iii) Individual Settlement Payments; (iv) the LWDA Payment; and (v) all Settlement  
10 Administration Costs. The Final Approval/Settlement Fairness Hearing will not be held earlier  
11 than fifteen (15) calendar days after the Response Deadline. Class Counsel will be responsible for  
12 drafting all documents necessary to obtain final approval. Class Counsel will also be responsible  
13 for drafting the attorneys' fees and costs application to be heard at the final approval hearing, but  
14 Defendants' counsel shall be provided reasonable time (*i.e.*, at least **five business days**) to review  
15 and edit the drafts prior to filing.

16 71. **Judgment and Continued Jurisdiction.** Upon final approval of the Settlement by the  
17 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment  
18 to the Court for its approval. After entry of the Judgment, the Court will have continuing  
19 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of  
20 the Settlement; (ii) Settlement administration matters; and (iii) such post-Judgment matters as may  
21 be appropriate under court rules or as set forth in this Settlement Agreement.

22 72. **Release by Plaintiffs.** Upon the Effective Date, and subject to Defendants' full  
23 payment of the Gross Settlement Amount, in addition to the claims being released by all Qualified  
24 Class Members and the PAGA Settlement Group, Plaintiffs will release and forever discharge the  
25 Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and  
26 unknown, asserted and not asserted, arising out of or relating in any way to (i) Plaintiffs' application  
27 for employment with Defendants, employment with Defendants and/or the termination of  
28 Plaintiffs' employment from the Company; (b) any term or condition of Plaintiffs' employment

1 with Defendants, including but not limited to any and all wages, compensation, salaries, minimum  
2 wage, overtime, holiday pay, bonuses, commissions, pay, allowances, monies, meal and rest period  
3 violations or premiums, off the clock work, expenses/reimbursements, wage statements, employee  
4 benefits including but not limited to any benefits under company-sponsored retirement plans, profit  
5 sharing plans, and health plans, sick/vacation pay, sick leave, severance pay, retention pay, paid  
6 leave benefits, notification rights, any other wage and hour related claims, and any other benefits,  
7 penalties, interest, damages, and promises related to the same except as specifically provided for  
8 herein, and (c) any and all claims asserted in or that could have been asserted by Plaintiffs in the  
9 Action, Plaintiffs' individual PAGA claims. Additionally, Plaintiffs will release and forever  
10 discharge Defendants (i.e., InvaPharm, Inc., Manu Patollia and Mita Bodar) and their past and  
11 present, direct or indirect parents, subsidiaries, predecessors, successors, divisions, and affiliates  
12 ("**Company Released Parties**"), to the fullest extent permitted by law, of and from any and all  
13 claims, known and unknown, asserted and not asserted which Plaintiffs have or may have against  
14 such Company Released Parties based on facts occurring as of or prior to the time Plaintiffs execute  
15 this Settlement Agreement. To the extent the foregoing release is a release to which Section 1542  
16 of the California Civil Code or similar provisions of other applicable law may apply, Plaintiffs  
17 expressly waive any and all rights and benefits conferred by the provisions of Section 1542 of the  
18 California Civil Code or similar provisions of applicable law which are as follows: A general  
19 release does not extend to claims that the creditor or releasing party does not know or suspect to  
20 exist in his or her favor at the time of executing the release, and that, if known by him or her would  
21 have materially affected his or her settlement with the debtor or released party.

22 73. Release by Qualified S&CS Settlement Class Members. Upon the Effective Date,  
23 and subject to Defendant's full payment of the Gross Settlement Amount, Qualified Settlement  
24 Class Members shall release the Released Parties from all Released Class Claims by Qualified  
25 Settlement Class Members.

26 74. Release by PAGA Settlement Group. In light of the binding nature of a PAGA  
27 judgment on non-party employees pursuant to *Arias v. Superior Court of San Joaquin County*  
28 (*Dairy*), 46 Cal.4th 969 (2009), and *Cardenas v. McLane Foodservice, Inc.*, 2011 WL 379413 at

1 \*3 (C.D. Cal. Jan. 31, 2011), subject to the occurrence of the Effective Date and Defendants' full  
2 payment of the Gross Settlement Amount, all PAGA Settlement Group members, including those  
3 who exclude themselves from the Class, shall release the Released Parties from the Released PAGA  
4 Claims by the PAGA Settlement Group.

5 75. Exhibits Incorporated by Reference. The terms of this Settlement Agreement  
6 include the terms set forth in any attached exhibits, which are incorporated by this reference as  
7 though fully set forth herein. Any exhibits to this Settlement Agreement are an integral part of the  
8 Settlement Agreement.

9 76. Entire Agreement. This Settlement Agreement and any attached exhibits constitute  
10 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral  
11 agreements may be deemed binding on the Parties, and no Party is relying on any representation  
12 not contained in agreement.

13 77. Amendment or Modification. No amendment, change, or modification to this  
14 Settlement Agreement will be valid unless in writing and signed, either by the Parties or their  
15 counsel.

16 78. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant  
17 and represent they are expressly authorized by Parties whom they represent to negotiate this  
18 Settlement Agreement and to take all appropriate action required or permitted to be taken by such  
19 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other  
20 documents required to effectuate the terms of this Settlement Agreement. The Parties and their  
21 counsel will cooperate with each other and use their best efforts to effect the implementation of the  
22 Settlement. If the Parties are unable to reach agreement on the form or content of any document  
23 needed to implement the Settlement, or any supplemental provisions that may become necessary to  
24 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve  
25 such disagreement.

26 79. Binding on Successors and Assigns. This Settlement Agreement will be binding  
27 upon and inure to the benefit of, the successors or assigns of the Parties hereto, as previously  
28 defined.

1           80.    California Law Governs. All substantive terms of this Settlement Agreement and  
2 exhibits hereto will be governed by and interpreted according to the laws of the State of California,  
3 except to the extent Federal law applies.

4           81.    Execution and Counterparts. This Settlement Agreement is subject only to the  
5 execution of all Parties. However, the Settlement Agreement may be executed in one or more  
6 counterparts. All executed counterparts and each of them, including electronic (e.g., DocuSign),  
7 facsimile, and scanned copies of the signature page, will be deemed to be one and the same  
8 instrument.

9           82.    Acknowledgement the Settlement Is Fair and Reasonable. The Parties believe this  
10 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived  
11 at this Settlement after arm's length negotiations with the assistance of an experience wage/hour  
12 mediator and in the context of adversarial litigation, taking into account all relevant factors, present  
13 and potential. The Parties further acknowledge that they are each represented by competent counsel  
14 and that they have had an opportunity to consult with their counsel regarding the fairness and  
15 reasonableness of this Settlement.

16           83.    Invalidity of Any Provision. Before declaring any provision of this Settlement  
17 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent  
18 possible consistent with applicable precedents so as to define all provisions of this Settlement  
19 Agreement as valid and enforceable.

20           84.    Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to  
21 class certification for purposes of this Settlement only; except, however, that Plaintiffs or Class  
22 Counsel may appeal any reduction to the Attorneys' Fees and Costs below the amount they request  
23 from the Court, and either party may file an appeal or cross-appeal as to any court order that  
24 materially alters the Settlement Agreement's terms.

25           85.    Class Action Certification for Settlement Purposes Only. The Parties agree to  
26 stipulate to class action certification for purposes of the Settlement only. If, for any reason, the  
27 Settlement is not approved, the stipulation to certification will be void. The Parties further agree  
28 that certification for purposes of the Settlement is not an admission that class action certification is

proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified, or (ii) Defendants are liable to Plaintiffs or any Class Member or any other person or entity, other than according to the Settlement's terms.

86. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement, Defendants do not admit, and specifically deny, that Defendants violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees or anyone else. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

87. Injunction Against Duplicative Claims. Upon Preliminary Approval of the Settlement Agreement, all Class Members shall be enjoined from filing, joining, or becoming a party, member or representative in any actions, claims, complaints, or proceedings in any state or federal court on an individual, representative, collective or class action basis, or with the California Department of Industrial Relations' Division of Labor Standards Enforcement ("DLSE") or the United States Department of Labor ("DOL"), or from initiating any other proceedings, regarding any of the Released Claims by Qualified Settlement Class Members defined herein above any related pending actions, claims, complaints, or proceedings in any state or federal court or with the DLSE or DOL, shall be stayed until the Class Members have had an opportunity to decide to participate, object or file a request for exclusion from this Settlement.

1           88.    No Public Comment. Following the filing of the Motion for Preliminary Approval,  
2 the Parties understand and agree that there may be media coverage of the Settlement not initiated  
3 by Plaintiffs or Defendants, directly or indirectly, as a result of the public filings. Notwithstanding  
4 the foregoing, Plaintiffs, Defendants, and their respective counsel agree that no Party shall issue  
5 any press release to the news media, nor shall any Party disclose any information regarding this  
6 settlement in their marketing materials or firm websites, nor shall any Party communicate in any  
7 way with news media concerning the settlement of the Class Action. This provision shall not apply  
8 to or limit the public filing of motions or other case materials in the Class Action or to the LWDA  
9 related to seeking and obtaining Court approval of the proposed Settlement Agreement, the fees  
10 and costs of Class Counsel, the Class/PAGA Representative Enhancement Payments to the Class  
11 Representatives, and the other relief set forth in this Settlement Agreement. This provision shall  
12 not prohibit Class Counsel from listing this Action by name in support of motions for appointments  
13 as class counsel, certification, attorneys' fees and costs, or the like.

14           89.    Encouragement of Class Members. The Parties to this Agreement and the counsel  
15 representing such Parties shall not, directly or indirectly, through any person, encourage or solicit  
16 any Class Member to exclude himself or herself from this Settlement (opt out) or to object to it.  
17 However, Class Counsel and Defendants may respond to inquiries from Class Members. Class  
18 Counsel and Defendants' counsel represent, through their signatures below, that they have not taken  
19 any action prior to signing this Agreement that would encourage any Class Member to exclude  
20 himself or herself from this Settlement, or to object to it. Class Counsel represents and warrants  
21 that at the time of signing this Agreement, it has no clients or prospective clients who are potential  
22 plaintiffs with potential or actual causes of action against Defendants.

23           90.    Waiver. No waiver of any condition or covenant contained in this Settlement  
24 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered  
25 to imply or constitute a further waiver by such Party of the same or any other condition, covenant,  
26 right or remedy.

27           91.    Enforcement of Actions. In the event that one or more of the Parties institutes any  
28 legal action or other proceeding against any other Party or Parties to enforce the provisions of this

1 Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the  
2 successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties  
3 reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any  
4 enforcement actions.

5 92. Mutual Preparation. The Parties have had an opportunity to negotiate the terms and  
6 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be  
7 construed more strictly against one party than another merely by virtue of the fact that it may have  
8 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length  
9 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement  
10 Agreement.

11 93. Representation by Counsel. The Parties acknowledge that they have been  
12 represented by counsel throughout all negotiations that preceded the execution of this Settlement  
13 Agreement, and that this Settlement Agreement has been executed with the consent and advice of  
14 counsel. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the  
15 Settlement Agreement.

16 94. All Terms Subject to Final Court Approval. All amounts and procedures described  
17 in this Settlement Agreement will be subject to final Court approval.

18 95. Cooperation and Execution of Necessary Documents. All Parties will cooperate in  
19 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of  
20 this Settlement Agreement. Both parties will cooperate in supporting arguments in favor of  
21 preliminary approval, drafting necessary documents to secure preliminary approval expeditiously,  
22 and taking all other reasonable steps to support court approval of the settlement.

23 96. Binding Agreement. The Parties warrant that they understand and have full  
24 authority to enter into this Settlement Agreement and further intend that this Settlement Agreement  
25 will be fully enforceable and binding on all parties pursuant to California Code of Civil Procedure  
26 section 664.6 and agree that it will be admissible and subject to disclosure in any proceeding to  
27 enforce its terms, notwithstanding any mediation confidentiality provisions that might apply under  
28 federal or state law.

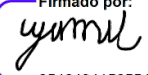
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*Kenia Beltran Morales*  
Plaintiff/Class Representative

Dated: April<sup>7</sup>\_\_\_\_\_, 2026

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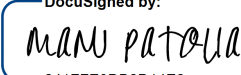
*Pablo Castillo*  
Plaintiff/Class Representative

4/10/2026  
Dated: April\_\_\_\_\_, 2026

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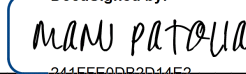
*Mita Bodar*  
Defendant

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*Manu Patollia*  
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By: Manu Patollia

For Defendant InvaPharm, Inc.

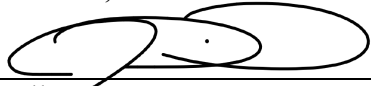
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**[ATTORNEY SIGNATURE PAGE TO FOLLOW]**

**AGREED AS TO FORM:**

Dated: April 8, 2026

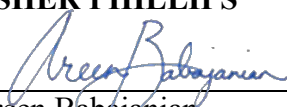
**VALLES LAW, P.C.**

  
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Dated: April 8, 2026

**FISHER PHILLIPS**

  
\_\_\_\_\_  
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Dated: April 2, 2026

**MOON LAW GROUP, P.C.**

  
\_\_\_\_\_  
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Attorneys for Plaintiffs Kenia Beltran Morales  
and Pablo Castillo

Dated: April 7, 2026

**NOSRATI LAW**

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\_\_\_\_\_  
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Rene Maldonado

Attorneys for Plaintiffs Kenia Beltran Morales  
and Pablo Castillo

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**EXHIBIT A**



Superior Court of California of Los Angeles County

*Pablo Castillo, et al. v. InvaPharm, Inc., et. al.*

Case No. 24STCV27498

# Class Action Notice

***Authorized by the Superior Court of Los Angeles County***

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Do you or did you work for InvaPharm, Inc. between June 14, 2023 and [PA Date] as an hourly non-exempt employee?

There is a [dollar amount] settlement of a lawsuit.

You may be entitled to money.

To be part of this settlement, you should:

Read this notice.

Respond by [date].

---

**If you worked for InvaPharm, Inc. in California between June 14, 2023, and [Date of Preliminary Approval], there is a settlement of a proposed class action and a Private Attorneys General Act ("PAGA") representative action. Your rights may be affected by the legal proceedings in this Lawsuit. You may also be entitled to receive a payment under the terms of the Settlement.**

Important things to know:

- If you take no action, you will be bound by the settlement, and your rights will be affected.
- You can learn more at: [website].

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# About This Notice

## Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, *Pablo Castillo, et al. v. InvaPharm, Inc., et. al.* brought for people who work or have worked as non-exempt hourly employees for InvaPharm, Inc.

**You received this notice because you may be a member of the group of people affected, called the “class.”**

This notice gives you a summary of the terms of the proposed agreement, explains your rights, and helps you make decisions about what action to take.

## What do I do next?

| Options                                             | What each option means:                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do Nothing and Participate in the Settlement</b> | Subject to the Court’s approval, you will automatically receive your full settlement payment from the Settlement Administrator, and in exchange you will release Defendant’s from any of the claims covered by the settlement.                                                                                                                                                                                                   |
| <b>Opt Out</b>                                      | You can opt-out of (or exclude yourself from) the class portion of the Settlement by sending the Administrator a written Request for Exclusion by [INSERT DATE]. If you wish to opt-out, please refer to the section entitled “Opt Out and Exclude Yourself from the Settlement” in this notice for more information. <b>Please note: You <u>cannot</u> exclude yourself or “opt-out” of the PAGA portion of the Settlement.</b> |
| <b>Object</b>                                       | You can object to the settlement by submitting an objection to the Administrator by [INSERT DATE]. If you wish to object, please refer to the section entitled “Object to Settlement” in this notice for more information.                                                                                                                                                                                                       |

## Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers to work on the case and represent the interests of all the class members. For this case, the Court has appointed the following lawyers:

**Your Lawyers:** Omid Nosrati and Rene Maldonado of Nosratil Law, P.C. and Kane Moon, Allen Feghali and Jacquelyne VanEmmerik of Moon Law Group, P.C. These are the lawyers who are bringing this case on your behalf. **You will not be charged for their services**, although their fees may be paid with the court's approval from any settlement that they negotiate for the class.

If you want to be represented by your own lawyer, you may hire one at your own expense.

## Learning About the Lawsuit

### What is this lawsuit about?

Plaintiffs Pablo Castillo and Kenia Beltran Morales ("**Plaintiffs**") filed a lawsuit alleging InvaPharm, Inc., Manu Patollia, and Mita Bodar ("**Defendants**") violated various California wage and hour laws related to payment of wages, meal and rest periods, accurate wage statements, waiting time penalties, business expenses, unfair competition, and penalties pursuant to PAGA.

The Court has not ruled on the merits of Plaintiffs' factual or legal allegations in the Lawsuit. Defendants deny the factual and legal allegations in the Lawsuit and believes it has complied with California law or has valid defenses. Defendants are not admitting liability or that any of Plaintiffs' claims can proceed on a class or PAGA basis.

### Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit at:

[[website](#)]

## Why is there a settlement in this lawsuit?

After considering the risks, expenses, and inconvenience of litigation, Defendants and Plaintiffs have concluded that it is in their best interests and the interests of the Class Members to settle the Lawsuit on the terms summarized in this Notice. The Settlement was reached following arm's length mediations with a respected and experienced mediator after the Parties exchanged extensive information. By approving the Settlement and issuing this Notice, the Court is not suggesting which party would win or lose this case if it went to trial.

The settlement is for the workers who brought the case and all members of the settlement class. The Court has not decided this case in favor of either side.

### What is a class action settlement?

A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide money to class members and changes to the practices that caused the harm.

## What happens next in this lawsuit?

The Court will hold a Fairness Hearing to decide whether to approve the proposed settlement. The hearing will be held at:

**Where:** [Courthouse name and address].

**When:** [time] on [date].

The Court has directed the parties to send you this notice about the proposed settlement because it affects your legal rights.

Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You do not have to attend the hearing, but you may do so at your own expense. You do not need to submit a written objection to appear at the Final Approval Hearing. If the Court does not approve the settlement or the parties decide to end it, it will not take effect and the

lawsuit will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to [website].

## About the Settlement

### What does the settlement provide?

InvaPharm has agreed to pay \$220,800.00 into a settlement fund. This money will be divided among the class members and will also be used to pay for costs and lawyer fees approved by the Court, and for the cost of administering this settlement. Members of the settlement class will “release” their claims as part of the settlement, which means they cannot sue Defendants for the same issues and legal violations raised in this lawsuit. The full terms of the release can be found [Administrator’s Website].

### Key Settlement Terms

On [PA DATE], the Court certified the Settlement Classes for settlement purposes only. Those who do not opt out will be mailed Settlement checks, bound by the settlement, and release claims against Defendant.

As noted above, without admitting any wrongdoing, Defendants agreed to pay \$220,800.00 to resolve all claims in the Lawsuit (“Gross Settlement Amount”) as follows:

1) *Service Payment to Class Representatives* – The Class Representative (i.e., Plaintiffs) will receive an additional service payment of up to \$7,500 for their services in the Lawsuit. The Class Representatives also will receive their individual share of the Settlement as Class Members.

2) *Class Counsel’s Attorneys’ Fees and Costs* – Class Counsel will receive up to one third (1/3) of the Gross Settlement Amount for Class Counsel’s attorneys’ fees; and up to \$30,000 for Class Counsel’s expenses.

3) *Settlement Administration Costs* – up to \$\_\_,000 for reimbursement of the Administrator’s reasonable fees and expenses.

4) *PAGA Penalties* - \$20,000 total with \$13,000 paid to the Labor and

Workforce Development Agency and \$7,000 allocated to the PAGA Settlement Group Members based on weeks worked during the PAGA period, which is August 31, 2023 through [DATE OF PA].

5) *Settlement Payments to Class Members* – The Net Class Settlement Amount will total approximately \$\_\_\_\_\_ and be allocated to Class Members based weeks worked during the class period.

6) *Wage Allocation and Taxes.*

(a) For Settlement Payments to Settlement Class Members: twenty percent (20%) of the Settlement Payment distributed will be considered and reported as wages (Form W-2 reporting). The remaining eighty percent (80%) will be considered and reported as interest and penalties (Form 1099 reporting).

(b) For Settlement Payments to PAGA Settlement Group Members: one hundred percent (100%) of the payment will be considered and reported as interest and penalties (Form 1099 reporting).

7) *Conditions of Settlement.* This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of judgment.

The full terms of the release and settlement terms can be found [Administrator's Website].

## How much will my payment be?

**You are estimated to receive \$\_\_\_\_\_ (less applicable withholdings) for the class portion of the Settlement, and \$\_\_\_\_\_ for the PAGA portion of the Settlement.**

The above estimates are based on Defendants' records showing that **you worked \_\_\_\_\_ workweeks during the Class Period (between June 14, 2023, and [the date of preliminary approval], and you worked \_\_\_\_\_ workweeks during the PAGA Period (between August 31, 2023, to [date of preliminary approval].**

If you disagree with the numbers above, you may submit evidence to

the Settlement Administrator on or before [INSERT DATE], to establish the number of Workweeks you claim to have worked for InvaPharm, Inc. in California during the relevant periods.

**DO NOT SEND ORIGINALS AS DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties will evaluate the evidence you submit, however, Defendants' records shall presumptively control. If the Parties do not agree, the dispute will be submitted to the Court

## Settlement Options

### What are my options?

#### 1. Do Nothing and Participate in the Settlement

Under the Settlement, you will automatically receive a full settlement payment unless you exclude yourself from the class portion of the Settlement by following the exclusion procedure set forth below. If you disagree with the number of Workweeks credited, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting.

You will need to promptly cash your payment check when you receive it. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, the money will be sent to the Controller's Unclaimed Property Fund in your name and you would need to consult the rules of the fund for instructions on how to retrieve your money.

#### 2. Opt Out from the Settlement

You may opt-out (exclude yourself) from the Class Settlement by sending the Settlement Administrator a "Request for Exclusion from the Class Claims in the Class Action Settlement" letter (which is attached hereto) postmarked no later than, [INSERT DATE] with your full name, address, telephone number, last four digits of your social security

number, and signature.

The Request for Exclusion should state:

**“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS AND SETTLEMENT OF CLASS CLAIMS IN THE CASTILLO V. INVAPHARM, INC. LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS ACTION PORTION OF THIS LAWSUIT.”**

Send the Request for Exclusion directly to the Settlement Administrator, [ADDRESS], [FAX] postmarked (or, if sent by fax, transmitted and received), or emailed to: [settlement admin's email address] no later than [INSERT DATE]. Any person who files a timely and valid Request for Exclusion from the Class Action Settlement: (1) will not have any rights under this Settlement with respect to the class portion of the Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any money for the class portion of this Settlement; and (3) will not be bound by this Settlement, or the Judgment, with respect to the class portion of the Settlement.

**You cannot opt out of the PAGA portion of the settlement. You will still be bound by this Settlement with respect to the release of the PAGA Claims regardless of whether you opt out.**

### 3. Object to Settlement

You have the right to object to the terms of the class portion of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement.

You may object by submitting a written objection. In order to assist with identifying you and your specific objection, the following information should be contained in your objections: (1) your full name, address, and telephone number, (2) the last four digits of your social security number, (3) your dates of employment with InvaPharm, Inc., (4) the case name and number, (5) the name and address of your attorney(s) if you are represented, (6) your signature, and (7) each specific reason in support of your objection. You should also include any documentation or evidence in support of the objection, if any.

Objections must be in writing and sent to the Settlement Administrator,

[ADDRESS], [FAX], [EMAIL] before the Fairness Hearing date [INSERT FAIRNESS HEARING DATE]. Objections that are not submitted timely, may not be considered by the Court.

If you object to the Settlement, you will remain a Class Member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

You need not object to the Settlement if you only dispute the number of Workweeks credited. Instead, you may submit evidence to the Settlement Administrator as described under the section of this notice entitled "How much will my payment be?"

## Key Resources

### How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement agreement with all of its items can be found at the case website listed below.

To get a copy of the Settlement Agreement or to get answers to your questions:

- visit the case website at [website];
- email or call the settlement administrator (information below);
- contact the lawyers who represent the class (information below); or

Access the Court's system at:

<https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access> or by visiting the office of the Clerk for the Los Angeles County Superior Court at the address below between 8:30 a.m. and 4:30 p.m., Monday through Friday (excluding Court holidays). To access the case file for this Lawsuit, go to the website above and type in the Lawsuit Case Number 24STCV27498.

| Resource                        | Contact Information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Case website</b>             | [website]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Settlement Administrator</b> | [Settlement Administrator]<br>[Street address]<br>[City, State, Zip Code]<br>[Phone Number]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Your Lawyers</b>             | <p><b>Kane Moon</b><br/> kmoon@moonlawgroup.com</p> <p><b>Allen Feghali</b><br/> afeghali@moonlawgroup.com</p> <p><b>Jacquelyne VanEmmerik</b><br/> jvanemmerik@moonlawgroup.com</p> <p><b>MOON LAW GROUP, PC</b><br/> 725 S. Figueroa St., Suite 3100<br/> Los Angeles, California 90017<br/> Telephone: (213) 232-3128<br/> Facsimile: (213) 232-3125</p> <p><b>Omid Nosrati</b><br/> omid@nosratilaw.com</p> <p><b>Rene Maldonado</b><br/> rene@nosratilaw.com</p> <p><b>NOSRATI LAW, P.C.</b><br/> 1801 Century Park East, Suite 840<br/> Los Angeles, California 90067<br/> Telephone: (310) 553-5630<br/> Facsimile: (310) 553-5691</p> |
| <b>Court (DO NOT CONTACT)</b>   | Superior Court of Los Angeles County<br>Stanley Mosk Courthouse<br><b>111 North Hill Street</b><br><b>Los Angeles, CA 90012</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

# Request for Exclusion Form

I, \_\_\_\_\_, wish to be excluded from the Settlement Class and Settlement of Class claims in the *Pablo Castillo, et al. v. Invapharm, Inc., et. al.* lawsuit (Los Angeles County Superior Court of California, Case No. 24STCV27498). I understand that if I ask to be excluded from the Settlement Class, I will not receive any money from the Class Action portion of this lawsuit.

\_\_\_\_\_  
Full Name (Printed)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Last Four Digits of Social Security Number

\_\_\_\_\_  
Signature

**Note:** (1) This Request for Exclusion Form **does not** exclude you from the Settlement of PAGA claims, and (2) this Request for Exclusion Form **must** be mailed to the following physical address of the Administrator on or before [Response Deadline]:

[Administrator]  
[contact info]