Manny Starr (319778)
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FRONTIER LAW CENTER
6200 Canoga Ave., Suite 470
Woodland Hills, CA 91367
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Attorneys for JulieAnne Sacueza Cabrera,
individually and on behalf of all others similarly situated

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

JULIEANNE SACUEZA CABRERA, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

TRINITY MA INC. D.B.A. HAPPY LEAF COLLECTIVE; and DOES 1 through 100,

Defendants.

Case No. 25STCV02111

DECLARATION OF MANNY STARR IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT

I, Manny Starr, declare as follows:

1. I am an attorney duly licensed to practice law before all courts of the State of California. I am the Managing Partner of Frontier Law Center, counsel of record for Plaintiff in the above titled action. I have personal knowledge of the facts contained herein, and if called upon to testify I could and would testify competently thereto.

2. Our office also represents, as attorneys of record, plaintiff Wendy Romero in the case *Wendy Romero v. The Green Ant LLC and Trinity MA, Inc. dba Happy Leaf Collective*, LASC Case Number 24LBCV02218. I am familiar with our office's representation in that matter as well.

3. On March 4, 2024, our office uploaded a notice of intent to proceed with a PAGA action on behalf of Ms. Romero to the LWDA website and sent a copy via certified mail to Defendants. A

true and correct copy of that notice is attached as **Exhibit A**.

4. On November 1, 2024, our office uploaded a similar notice of intent to proceed with a PAGA action on behalf of Plaintiff JulieAnne Sacueza Cabrera to the LWDA website and sent a true and correct copy via certified mail to Defendants. A true and correct copy of that notice is attached as **Exhibit B**.

5. On January 24, 2025, Plaintiff filed the complaint in this action.

6. Through the *Romero* action and this action, via formal and informal discovery, our office received information that enabled us to evaluate both the strengths and challenges in Plaintiff's case. Among the information provided were the employee files for Ms. Cabrera and Ms. Romero, redacted time cards and wage records for a 20% sampling of the Aggrieved Employees, and copies of the employee handbook containing relevant written policies. Defendants also provided data necessary to evaluate the PAGA claim, including the total number of Aggrieved Employees, split by current and former, and the total number of work weeks/pay periods involved.

7. Plaintiff and Romero participated in a global mediation Defendants, conducted by mediator Fatemeh Mashouf on July 24, 2025. The Parties were thereafter able to come to a resolution of all claims. A true and correct copy of the PAGA Settlement Agreement is attached hereto as **Exhibit C**. The PAGA claim was settled for a Gross Settlement Amount of $10,000.

8. In addition to the PAGA settlement, Romero and Cabrera each executed a settlement of their own individual claims. Information reviewed in evaluating those claims included their employee files, text messages, and other communications. While the amounts and terms of the settlement agreement are confidential, I can say that the individual settlement amounts are reasonable in light of the claims brought, including claims under FEHA, and damages.

9. If the Court requires an analysis of the individual settlements to approve the PAGA Settlement, Plaintiff is willing to provide the same for in-camera review and/or file them under seal.

10. Pursuant to the PAGA Settlement Agreement, no money is to be taken out of the PAGA settlement for attorney fees and costs. Instead, counsel will be paid entirely out of the individual settlements.

11. I believe that the settlement is fair and reasonable considering the number of Aggrieved

Employees, the evidence reviewed in the case, and the risks of continued litigation, especially the risk of being subject to the 15% PAGA cap pursuant to Labor Code Section 2699 Subdivision (g).

12. After a diligent search and reasonable inquiry, I am not aware of any facts that would give rise to a conflict or potential conflict with Plaintiff, Wendy Romero, or the selected Settlement Administrator (ILYM Group).

13. On the date I signed this declaration (indicated below), I submitted this motion, the settlement agreement, and all supporting documents to the LWDA via their online web portal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 17th day of November, 2025, in Woodland Hills, California.

/s/ Manny Starr

Manny Starr

EXHIBIT A

FRONTIER Law Center

Daniel Ginzburg | Attorney

dan@frontierlawcenter.com
(818) 914-3412
23901 Calabasas Road, Suite 2074
Calabasas, CA 91302

www.frontierlawcenter.com

March 4, 2024

Via Online Filing
http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

Via Certified Mail
The Green Ant LLC
1719 Pacific Coast Highway
Lomita, CA 90717

Trinity Ma Inc. D.B.A Happy Leaf Collective
2131 Westwood Blvd.
Los Angeles, CA 90025

Subject: *Wendy Romero v. The Green Ant LLC and Happy Leaf Collective LLC*

Dear Representative:

This office represents Wendy Vanessa Romero ("Plaintiff") in connection with Labor Code violation claims related to their employment with The Green Ant LLC ("Employer"). Employer can be contacted at:

The Green Ant LLC
1719 Pacific Coast Highway
Lomita, CA 90717

Trinity Ma Inc. D.B.A Happy Leaf Collective
2131 Westwood Blvd.
Los Angeles, CA 90025

Plaintiff was subjected to at least one of the Labor Code violations alleged in this letter while employed by Employer. As such, Plaintiff intends to seek PAGA penalties on behalf of herself and all other non-exempt employees of Employer employed in California and who were subjected to any or all of the Labor Code violations referenced herein during the PAGA Period ("Aggrieved Employees"). The PAGA Period begins one year prior to the date of this letter and, because the violations alleged herein are ongoing, the PAGA Period extends beyond the date of this letter.

This letter is sent pursuant to the requirements of Labor Code section 2699.3. The Labor Code violations being alleged are as follows:

Minimum Wage Violations

Labor Code section 1197 and the applicable Wage Order requires an employer to pay an employee no less than the minimum wage for all hours worked.

Employer failed to pay the Aggrieved Employees the minimum wage for all hours worked because the Aggrieved Employees were required to perform work while off the clock. Specifically passing out flyers for the store off the clock. This amounted to approximately 5 hours of unpaid time per week on average.

Civil Penalties Applicable to Minimum Wage Violations

As a result of the above minimum wage violations, Employer is subject to the civil penalties listed in Labor Code sections 1197.1 and 2699.

Derivative Wage Statement Penalties

Labor Code section 226 requires an employer to provide wage statements to its employees which include, among other things, gross and net wages earned, total hours worked, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. As a result of the minimum wage violations set forth above, Employer failed to provide the Aggrieved Employees with wage statements which accurately listed all minimum wages earned and all hours worked. Employer is therefore subject to the civil penalties listed in Labor Code sections 226.3 and 2699.

Derivative Waiting Time Penalties

Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's resignation. When an employer fails to comply with the above, the employee is entitled to the equivalent of a day's wage at their regular rate of pay for each day the employer is late, for up to 30 days. (Labor Code section 203).

Because Employer did not pay the Aggrieved Employees all minimum wages owed during their employment, it follows that the Aggrieved Employees were also never paid these wages after the conclusion of their employment. Thus, Employer had an obligation to pay waiting time penalties, but intentionally failed to do so, and is therefore subject to the civil penalties listed in Labor Code section 2699.

Overtime Violations

Labor Code section 510 and the applicable Wage Order provides that an employee shall be paid one and one-half times their regular rate of pay for any work in excess of eight hours in one workday or 40 hours in any one workweek. Labor Code section 510 and the applicable Wage Order further provides that an employee shall be paid twice their regular rate of pay for any work in excess of 12 hours in one day.

The Aggrieved Employees regularly worked in excess of eight hours in a day and 40 hours in a workweek. Since the Aggrieved Employees were required to perform work off the clock, it follows that this time was often overtime. Thus, the Aggrieved Employees were not paid all overtime wages owed.

Civil Penalties Applicable to Overtime Violations

As a result of the above overtime violations, Employer is subject to the civil penalties listed in Labor Code sections 558, 1197.1, and 2699.

Derivative Wage Statement Penalties

Labor Code section 226 requires an employer to provide wage statements to its employees which include, among other things, gross and net wages earned, total hours worked, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. As a result of the overtime violations set forth above, Employer failed to provide the Aggrieved Employees with wage statements which accurately listed all overtime wages earned. Employer is therefore subject to the civil penalties listed in Labor Code sections 226.3 and 2699.

Derivative Waiting Time Penalties

Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's resignation. When an employer fails to comply with the above, the employee is entitled to the equivalent of a day's wage at their regular rate of pay for each day the employer is late, for up to 30 days. (Labor Code section 203).

Because Employer did not pay the Aggrieved Employees all overtime wages owed during their employment, it follows that the Aggrieved Employees were also never paid these wages after the conclusion of their employment. Thus, Employer had an obligation to pay waiting time penalties, but intentionally failed to do so, and is therefore subject to the civil penalties listed in Labor Code section 2699.

<u>Meal Break Violations</u>

Labor Code section 512 and the applicable Wage Order provides that an employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, or more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes. Meal periods must be uninterrupted, and the employee must be relieved of all duty.

Labor Code section 226.7 further provides that an employee is entitled to one hour of pay at their regular rate of pay for each day that a compliant meal period was not provided.

The Aggrieved Employees' meal breaks were regularly missed, late or short because of understaffing and unrealistic amount of work that was expected to be done. There was no one to relieve them for their meal break.

An employer provides compliant meal breaks to its employees "if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break." (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1040 (2012)).

Here, the Aggrieved Employees were required to remain on call and on duty. Aggrieved Employees would constantly receive calls on their personal cell phone from vendors and suppliers.

Civil Penalties Applicable to Meal Break Violations

As a result of the above meal break violations, Employer is subject to the civil penalties listed in Labor Code sections 558 and 2699.

Derivative Wage Statement Penalties

Labor Code section 226 requires an employer to provide wage statements to its employees which include, among other things, gross and net wages earned. As a result of Employers failure to pay all premium pay for missed meal breaks as set forth above, Employer failed to provide the Aggrieved Employees with wage statements which accurately listed all wages earned. Employer is therefore subject to the civil penalties listed in Labor Code sections 226.3 and 2699.

Derivative Waiting Time Penalties

Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's resignation. When an employer fails to comply with the above, the employee is entitled to the equivalent of a day's wage at their regular rate of pay for each day the employer is late, for up to 30 days. (Labor Code section 203).

Because Employer did not pay the Aggrieved Employees all premium pay owed during their employment, it follows that the Aggrieved Employees were also never paid these wages after the conclusion of their employment. Thus, Employer had an obligation to pay waiting time penalties, but intentionally failed to do so, and is therefore subject to the civil penalties listed in Labor Code section 2699.

<u>Rest Break Violations</u>

Labor Code section 226.7 and the applicable Wage Order requires employers to authorize and permit its employees to take rest periods based on the total hours worked daily at the rate of

10 minutes net per four hours or major fraction thereof. Employees must be relieved of all duties during their rest breaks.

Labor Code section 226.7 further provides that an employee is entitled to one hour of pay at their regular rate of pay for each day that a compliant rest break was not provided.

The Aggrieved Employees' rest breaks were regularly missed because of understaffing and unrealistic amount of work that was expected to be done. There was no one to relieve them for their rest break.

The Aggrieved Employees were required to remain on call and generally on duty during their rest breaks. Courts have repeatedly held that employers may not impose any limits on rest breaks. (*Augustus v. ABM Sec. Servs., Inc*., 2 Cal. 5th 257, 269 (2016) (an employer cannot "satisfy its obligation to relieve employees from duties and employer control during rest periods when the employer [] requires its employees to remain on call")). Thus, Employer violated the Labor Code by requiring the Aggrieved Employees to remain on call and on duty during their rest breaks.

An employer generally may not place restrictions on its employees during their rest breaks, such as requiring its employees to remain on the premises and subject to the employer's control. In fact, the California Division of Labor Standards and Enforcement has provided the following guidance on its website:

> Q. Can my employer require that I stay on the work premises during my rest period?
>
> A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself. In *Augustus v. ABM Security Services, Inc*., (2016) 5 Cal.5th 257, 269, the California Supreme Court held that the rest period requirement "obligates employers to permit-and authorizes employees to take-off-duty rest periods. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time." (citation omitted) As a practical matter, however, if an employee is provided a ten minute rest period, the employee can only travel five minutes from a work post before heading back to return in time.

Here, since the Aggrieved Employees were not allowed to leave the work premises during their rest breaks, they were subject to Employer's control during the rest breaks. Thus, the Aggrieved Employees were not provided with compliant rest breaks.

Civil Penalties Applicable to Rest Break Violations

As a result of the above rest break violations, Employer is subject to the civil penalties listed in Labor Code section 2699.

Derivative Wage Statement Penalties

Labor Code section 226 requires an employer to provide wage statements to its employees which include, among other things, gross and net wages earned. As a result of Employers failure to pay all premium pay for missed rest breaks as set forth above, Employer failed to provide the Aggrieved Employees with wage statements which accurately listed all wages earned. Employer is therefore subject to the civil penalties listed in Labor Code sections 226.3 and 2699.

Derivative Waiting Time Penalties

Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's resignation. When an employer fails to comply with the above, the employee is entitled to the equivalent of a day's wage at their regular rate of pay for each day the employer is late, for up to 30 days. (Labor Code section 203).

Because Employer did not pay the Aggrieved Employees all premium pay owed during their employment, it follows that the Aggrieved Employees were also never paid these wages after the conclusion of their employment. Thus, Employer had an obligation to pay waiting time penalties, but intentionally failed to do so, and is therefore subject to the civil penalties listed in Labor Code section 2699.

Unreimbursed Work Expenses

Labor Code section 2802 requires an employer to "indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties"

Here, the Aggrieved Employees incurred out of pocket expenses in connection with their employment, but these expenses were not reimbursed by Employer. Specifically supplies for the fish tank.

Civil Penalties Applicable to Work Expense Violations

As a result of Employer's failure to reimburse all work-related expenses, Employer is subject to the civil penalties listed in Labor Code section 2699.

Wage Statement Violations

Labor Code section 226 requires an employer to provide wage statements to its employees which include, among other things, gross and net wages earned, total hours worked, the name and address of the legal entity that is the employer / all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Employer failed to provide wage statements which accurately reflected this information.

Civil Penalties Applicable to Wage Statement Violations

As a result of the wage statement violations detailed above, Employer is subject to the civil penalties listed in Labor Code sections 226.3 and 2699.

Waiting Time Penalties

Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's resignation. When an employer fails to comply with the above, the employee is entitled to the equivalent of a day's wage at their regular rate of pay for each day the employer is late, for up to 30 days. (Labor Code section 203).

Because Employer did not pay the Aggrieved Employees all wages owed during their employment, it follows that the Aggrieved Employees were also never paid these wages after the conclusion of their employment. Thus, Employer had an obligation to pay waiting time penalties, but intentionally failed to do so.

Civil Penalties Applicable to Waiting Time Penalties

Because of Employer's failure to pay all wages at the conclusion of employment and to pay the resulting waiting time penalties, Employer is subject to the civil penalties listed in Labor Code section 2699.

Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional facts or theories of liability, they expressly reserve the right to revise these facts and/or add any new claims by amending and/or supplementing this letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Sincerely,

/s/ Daniel Ginzburg

Daniel Ginzburg

EXHIBIT B

Daniel Ginzburg | Attorney

dan@frontierlawcenter.com
(818) 924-4260
23901 Calabasas Road, Suite 1084
Calabasas, CA 91302

www.frontierlawcenter.com

FRONTIER
Law Center

November 1, 2024

Via Certified Mail
Trinity MA Inc. d.b.a. Happy Leaf Collective
2131 Westwood Boulevard
Los Angeles, CA 90025

Re: JulieAnne Cabrera v. Trinity MA Inc. d.b.a. Happy Leaf Collective

To whom it may concern:

Enclosed herein is an official notice being sent to you and the Labor and Workforce Development Agency pursuant to Labor Code section 2699 (the "Private Attorneys General Act" or "PAGA"). This notice is being sent on behalf of our client, JulieAnne Sacueza Cabrera, the State of California, and all other similarly aggrieved employees employed by Trinity MA Inc. d.b.a. Happy Leaf Collective.

This letter is a required step before filing a lawsuit to impose civil penalties against Trinity MA Inc. d.b.a. Happy Leaf Collective for violations of the California Labor Code. We intend to file the lawsuit at the expiration of the statutory 65-day notice period, which expires on **January 5, 2025**.

Trinity MA Inc. d.b.a. Happy Leaf Collective is encouraged to contact our office and engage in good faith discussions regarding the claims in this letter. PAGA provides opportunities to significantly reduce potential civil penalties imposed on an employer if that employer takes "all reasonable steps" to address the alleged violations. Additionally, PAGA provides opportunities to further reduce or even completely eliminate penalties imposed on an employer if that employer "cures" certain Labor Code violations. Engaging in meet-and-confer discussions with our office is a crucial step in demonstrating efforts to reduce penalties consistent with these provisions. Conversely, failure to take reasonable steps or engage in these discussions could lead to substantially increased penalties pursuant to Labor Code section 2699(f)(2)(B).

If you would like to discuss the enclosed, please have your legal department or outside counsel contact us. Given the time-sensitive nature of these matters, we strongly recommend initiating contact within **14 days of receiving this notice**. This will ensure sufficient time to address the alleged violations, attempt any cures, or demonstrate compliance efforts within the statutory timeframes.

Sincerely,

/s/

Dan Ginzburg

Daniel Ginzburg | Attorney

FRONTIER
Law Center

dan@frontierlawcenter.com
(818) 924-4260
23901 Calabasas Road, Suite 1084
Calabasas, CA 91302

www.frontierlawcenter.com

November 1, 2024

Via Online Filing http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html	**Via Certified Mail** Trinity MA Inc. d.b.a. Happy Leaf Collective 2131 Westwood Boulevard Los Angeles, CA 90025

Subject: *JulieAnne Cabrera v. Trinity MA Inc. d.b.a. Happy Leaf Collective*

Dear Representative:

This office represents JulieAnne Sacueza Cabrera ("Plaintiff") in connection with Labor Code violation claims related to their employment with Trinity MA Inc. d.b.a. Happy Leaf Collective ("Employer"). Employer can be contacted at:

Trinity MA Inc. d.b.a. Happy Leaf Collective
2131 Westwood Boulevard
Los Angeles, CA 90025

Plaintiff has personally suffered each of the Labor Code violations alleged in this letter while employed by Employer within the applicable one-year statute of limitations period. As such, Plaintiff intends to seek PAGA penalties on behalf of themself and all other non-exempt employees of Employer employed in California and who were subjected to any or all of the Labor Code violations referenced herein during the PAGA Period (together with Plaintiff, "Aggrieved Employees"). The PAGA Period begins one year prior to the date of this letter and, because the violations alleged herein are ongoing, the PAGA Period extends beyond the date of this letter.

In response to Labor Code violations alleged below, PAGA provides Employer with specific options to mitigate potential penalties:

Taking All Reasonable Steps to Be in Compliance:

Employer can reduce potential penalties to 15% of the maximum by demonstrating it has already taken all reasonable steps to be in compliance with all Labor Code provisions identified in this notice prior to receiving it. If Employer believes it has already taken all reasonable steps to be in compliance with all Labor Code provisions identified in this notice, Employer is encouraged to contact our office to set forth all reasonable steps taken.

If all reasonable steps are taken to be in compliance with all Labor Code provisions identified in this notice within 60 days after receiving it, penalties may be reduced to 30% of the maximum. If Employer intends to take all reasonable steps to be in compliance with all Labor Code provisions identified in this notice, Employer is encouraged to engage in good faith meet-and-confer discussions with our office regarding the alleged violations. Failure to do so may support a finding that all reasonable steps were not taken to comply with the Labor Code provisions identified herein.

Curing Violations:

For certain violations, Employer has the opportunity to fully cure the alleged violations to further reduce penalties or even avoid penalties altogether. Once again, we strongly encourage Employer to promptly initiate meet-and-confer discussions with our office as part of any compliance or cure efforts. Failure to do so may result in a cure that is insufficient.

Employer must notify both our office and the Labor and Workforce Development Agency (LWDA) of any steps taken towards compliance or any attempts to cure. Not only does this approach demonstrate a good faith attempt to come into compliance, but failure to do so could potentially support a finding that Employer's conduct was malicious, fraudulent, or oppressive, thereby leading to increased penalties pursuant to Labor Code section 2699(f)(2)(B).

All communications regarding this matter should be directed to:

Frontier Law Center
23901 Calabasas Road, Suite 1084
Calabasas, CA 91302

This letter is sent pursuant to the requirements of Labor Code section 2699.3. The Labor Code violations being alleged are as follows:

Minimum Wage Violations

Labor Code section 1197 and the applicable Wage Order requires an employer to pay an employee no less than the minimum wage for all hours worked.

Employer failed to pay the Aggrieved Employees the minimum wage for all hours worked because the Aggrieved Employees were required to perform work while off the clock. Specifically, the Aggrieved Employees were required to take work-related phone calls during days off, off the clock.

Civil Penalties Applicable to Minimum Wage Violations

As a result of the above minimum wage violations, Employer is subject to the civil penalties listed in Labor Code sections 1197.1 and 2699.

Overtime Violations

Labor Code section 510 and the applicable Wage Order provides that an employee shall be paid one and one-half times their regular rate of pay for any work in excess of eight hours in one workday or 40 hours in any one workweek. Labor Code section 510 and the applicable Wage Order further provides that an employee shall be paid twice their regular rate of pay for any work in excess of 12 hours in one day.

The Aggrieved Employees regularly worked in excess of eight hours in a day and 40 hours in a workweek. Since the Aggrieved Employees were required to perform work off the clock, it follows that this time was necessarily overtime. Thus, the Aggrieved Employees were not paid all overtime wages owed.

Civil Penalties Applicable to Overtime Violations

As a result of the above overtime violations, Employer is subject to the civil penalties listed in Labor Code sections 558, 1197.1, and 2699.

Meal Break Violations

Labor Code section 512 and the applicable Wage Order provides that an employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, or more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes. Meal periods must be uninterrupted, and the employee must be relieved of all duty.

Labor Code section 226.7 further provides that an employee is entitled to one hour of pay at their regular rate of pay for each day that a compliant meal period was not provided.

The Aggrieved Employees' meal breaks were regularly missed or short.

Civil Penalties Applicable to Meal Break Violations

As a result of the above meal break violations, Employer is subject to the civil penalties listed in Labor Code sections 558 and 2699.

Rest Break Violations

Labor Code section 226.7 and the applicable Wage Order requires employers to authorize and permit its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net per four hours or major fraction thereof. Employees must be relieved of all duties during their rest breaks.

Labor Code section 226.7 further provides that an employee is entitled to one hour of pay at their regular rate of pay for each day that a compliant rest break was not provided.

The Aggrieved Employees' rest breaks were regularly missed.

Civil Penalties Applicable to Rest Break Violations

As a result of the above rest break violations, Employer is subject to the civil penalties listed in Labor Code section 2699.

Wage Statement Violations

Labor Code section 226 requires an employer to provide wage statements to its employees which include, among other things, gross and net wages earned, and total hours worked. Employer failed to provide wage statements which accurately reflected this information.

Civil Penalties Applicable to Wage Statement Violations

As a result of the wage statement violations detailed above, Employer is subject to the civil penalties listed in Labor Code sections 226.3 and 2699.

Waiting Time Penalties

Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's resignation. When an employer fails to comply with the above, the employee is entitled to the equivalent of a day's wage at their regular rate of pay for each day the employer is late, for up to 30 days. (Labor Code section 203). Employer failed to pay all wages owed at the conclusion of the Aggrieved Employees' employment.

Civil Penalties Applicable to Waiting Time Penalties

Because of Employer's failure to pay all wages at the conclusion of employment and to pay the resulting waiting time penalties, Employer is subject to the civil penalties listed in Labor Code section 2699.

Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional facts or theories of liability, they expressly reserve the right to revise these facts and/or add any new claims by amending and/or supplementing this letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Sincerely,

/s/

Daniel Ginzburg

EXHIBIT C

PAGA SETTLEMENT AGREEMENT AND RELEASE

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs WENDY ROMERO and JULIEANNE SACUEZA CABRERA ("Plaintiff") and Defendants THE GREEN ANT and TRINITY MA INC. D.B.A. HAPPY LEAF COLLECTIVE (collectively referred to herein as "TRINITY"). The Agreement refers to Plaintiff and TRINITY collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against TRINITY captioned "*Julieanne Sacueza Cabrera v. Trinity Ma Inc. D.B.A. Happy Leaf Collective*" LASC Case No. 25STCV02111 initiated on January 24, 2025 and pending in Superior Court of the State of California, County of Los Angeles, Central District. "Action" also includes the separately-filed matter of *Wendy Romero v. The Green Ant LLC and Trinity MA, Inc. dba Happy Leaf Collective*, LASC Case No. 24LBCV02218.

1.2 "Administrator" means ILYM Group, 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 a person employed by TRINITY as defined in Section 1.28 below in California and paid hourly.

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in TRINITY's possession including the Aggrieved Employee's 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 Los Angeles.

1.8 "Defense Counsel" means Shannon Marie Jenkins, Esq., TREDWAY,

LUMSDAINE & DOYLE LLP.

1.9 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Aggrieved Employee objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Aggrieved Employee objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur or (c) if one or both Class Counsel file a notice of appeal from the award of attorneys' fees and/or costs as set forth in 3.2.6 below, the day after the appellate court affirms the Judgment and issues a remittitur.

1.10 "Gross Settlement Amount" means $10,000 which is the total amount TRINITY agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment,and the Administrator's Expenses Payment.

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

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

1.13 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

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

1.15 "Net Settlement Amount" means the Gross Settlement Amount, less the Administration Expenses Payment in the amount approved by the Court. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16 "PAGA Counsel" means Daniel Ginzburg, FRONTIER LAW CENTER, 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 TRINITY for at least one day during the PAGA Period.

1.19 "PAGA Period" means the period from March 4, 2023 to the earlier of the date that the Court grants Preliminary Approval or July 24, 2025.

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

1.21 "PAGA Notice" means Plaintiff's letter to TRINITY and the LWDA dated March 4, 2024 providing notice pursuant to Labor Code section 2699.3, subdivision (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 $2,500 and the 75% to LWDA $7,500 in settlement of PAGA claims.

1.23 "Plaintiff" means JULIEANNE SACUEZA CABRERA, the named plaintiff in the Action and shall include Plaintiff WENDY ROMERO from LASC Case No. 24LBCV02218.

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

1.25 "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.26 "Released Parties" means TRINITY and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assignees, subsidiaries, and affiliates.

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

1.28 "TRINITY" means named Defendant TRINITY MA INC. D.B.A. HAPPY LEAF COLLECTIVE and shall include co-Defendant THE GREEN ANT from LASC Case No. 24LBCV02218.

2. RECITALS.

2.1 On January 24, 2025, Plaintiff commenced this Action by filing a Complaint alleging causes of action against TRINITY for Failure to Provide Compliant Meal Breaks, Failure to Provide Compliant Rest Breaks, Failure to Pay All Hours Worked, Failure to Pay All Overtime Owed, Wage Statement Violations, Waiting Time Penalties, Violation of Unfair Competition, Private Attorney's General Act, Retaliation, and Wrongful Termination. The Complaint is the operative complaint in the Action (the "Operative Complaint"). TRINITY denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in 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, subdivision (a), Plaintiff gave timely written notice to TRINITY and the LWDA by sending the PAGA Notice.

2.3 On July 24, 2025, the Parties participated in an all-day mediation presided over by Fatemeh Mashouf which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained, through formal and informal discovery, timecard data, payroll data, employment policies, and personnel file for the Plaintiff.

2.5 In the matter of *Wendy Romero v. The Green Ant LLC and Trinity MA, Inc. dba Happy Leaf Collective*, LASC Case No. 24LBCV02218, that case had originally contained PAGA allegations which were dismissed without prejudice on January 14, 2025. The PAGA period which is the subject of this Agreement, covers those claims in their entirety and Wendy Romero's individual claims shall be dismissed with prejudice. As such the claims in *Wendy Romero v. The Green Ant LLC and Trinity MA, Inc. dba Happy Leaf Collective*, LASC Case No. 24LBCV02218 will be extinguished and affected by the Settlement including by being subject to all of the waivers and releases in the instant action.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, TRINITY promises to pay $10,000 and no more as the Gross Settlement Amount. TRINITY has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 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 TRINITY.

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 Final Approval:

3.2.1 To PAGA Counsel: In light of the separate, individual settlement payment(s) to Plaintiff, PAGA Counsel does not intend to take attorneys' fees or costs from the Settlement Payment.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed $2,500 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $2,500, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $7,500 to be paid from the Gross Settlement Amount, with 65% ($4,875) allocated to the LWDA PAGA Payment and 35% ($2,625) allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($2,625) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2 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, TRINITY estimates there are 23 Aggrieved Employees who worked a total 577 of PAGA Pay Periods.

4.2 Aggrieved Employee Data. Within 15 days, TRINITY will simultaneously 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. TRINITY has a continuing duty to immediately notify PAGA Counsel if it discovers 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 TRINITY 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. TRINITY shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after TRINITY funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of 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 Settlement 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 retuned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the 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, requested by the Aggrieved Employee prior to the void date.

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

4.4.4 The payment of Individual PAGA Payments shall not obligate TRINITY 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 TRINITY fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred during her employment with TRINITY (as defined in Section 1.28 above), including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 Release by Aggrieved Employees. 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 PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

5.3 Release by PAGA Counsel. PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application, stipulation, or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (s)(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 firm 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 (Lab. Code, §2699, subd. (s)(1)), this Agreement (Lab. Code, § 2699, subd. (s)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than [30] 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. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports 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 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 Based on its records, TRINITY estimates that, as of the date of this Settlement Agreement, there are 23 Aggrieved Employees who worked 577 Pay Periods during the PAGA Period.

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 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.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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 TRINITY that any of the allegations in the Operative Complaint have merit or that TRINITY has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that TRINITY'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, TRINITY reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest TRINITY's defenses. The Settlement, this Agreement and 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 TRINITY, 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 the Settlement 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.

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, TRINITY nor Defense Counsel are 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 Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by TRINITY in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all

Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from TRINITY unless, prior to the Administrator's payment of all Settlement Funds, TRINITY makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.13 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.

10.14 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.

10.15 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:

Frontier Law Center
Daniel Ginzburg
6200 Canoga Ave, Suite 470
Calabasas, CA 91367
Telephone: (818) 914-3433
Email: eservice@frontierlawcenter.com

To TRINITY:

Tredway, Lumsdaine & Doyle LLP
Shannon Marie Jenkins
2010 Main Street, Suite 1000
Irvine, California 92614
Telephone: (949) 756-0684
Facsimile: (866) 298-9254
Email: sjenkins@tldlaw.com

10.16 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.

10.17 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. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

DATED: September 23, 2025

By: Signed by: JulieAnne Sacueza Cabrera
JULIEANNE SACUEZA CABRERA, Plaintiff

DATED: September __, 2025

TRINITY MA, INC. D.B.A. HAPPY LEAF COLLECTIVE

By: ______________________
Name: Valeria Castelo
Title: Authorized Agent
On behalf of Trinity MA, Inc.

DATED: September 24, 2025

By: Signed by:
WENDY ROMERO, Plaintiff

[*see additional signatures on following page*]

DATED: September __, 2025

THE GREEN ANT

By: BN

Name: Brian Nguyen

Title: Owner

On behalf of The Green Ant

APPROVED AS TO FORM ONLY:

DATED: September __, 2025 10/29/2025

FRONTIER LAW CENTER

Signed by:

By: Dan Ginzburg

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DANIEL GINZBURG, ESQ.
Attorneys for JULIEANNE SACUEZA CABRERA

DATED: ~~September~~ 10/11__, 2025

TREDWAY, LUMSDAINE & DOYLE LLP

By:

SHANNON MARIE JENKINS, ESQ.
Attorneys for TRINITY MA, INC. D.B.A. HAPPY LEAF COLLECTIVE and THE GREEN ANT