Manny Starr (319778)
manny@frontierlawcenter.com
FRONTIER LAW CENTER
23901 Calabasas Road, Suite 1084
Calabasas, CA 91302
Telephone: (818) 914-3433
Facsimile: (818) 914-3433

Attorneys for JulieAnne Sacueza Cabrera,
individually and on behalf of all Aggrieved Employees

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

JULIEANNE SACUEZA CABRERA, individually and on behalf of all others similarly situated, Plaintiff, v. TRINITY MA INC. D.B.A. HAPPY LEAF COLLECTIVE; and DOES 1 through 100, Defendants.	Case No. 25STCV02111 **STIPULATION AND ORDER APPROVING PAGA SETTLEMENT** [*Filed concurrently with Declaration of Manny Starr, Declaration of JulieAnne Cabrera, and Declaration of Lisa Mullings*]

Plaintiffs JulieAnne Sacueza Cabrera and Wendy Romero (collectively, "Plaintiffs") and Defendants Trinity MA INC. d.b.a. Happy Leaf Collective and The Green Ant (collectively "Defendants," and collectively with Plaintiff as the "Parties") hereby stipulate as follows:

1. WHEREAS plaintiff Wendy Romero in the separately filed action *Wendy Romero v. The Green Ant LLC and Trinity MA, Inc. dba Happy Leaf Collective,* LASC Case No. 24LBCV02218 filed a Complaint which included a Cause of Action for PAGA penalties pursuant to Labor Code Section 2698 *et seq*.;
2. WHEREAS the instant action also includes a Cause of Action for PAGA penalties pursuant to Labor Code Section 2698 *et seq*.;

3. WHEREAS both lawsuits were filed by the same plaintiffs' counsel and have overlapping PAGA periods and claims;
4. WHEREAS the Parties, along with plaintiff Wendy Romero in the separately filed action *Wendy Romero v. The Green Ant LLC and Trinity MA, Inc. dba Happy Leaf Collective,* LASC Case No. 24LBCV02218 held a global mediation on July 24, 2025;
5. WHEREAS the mediation was successful and the Parties thereafter reached a global settlement of all claims; and
6. WHEREAS the Parties now desire the Court to review and approve that settlement for the PAGA cause of action pursuant to Labor Code Section 2699 Subdivision (s)(2) and full resolution of both cases,

IT IS HEREBY AGREED AND STIPULATED THAT:

1. The court shall review the concurrently filed memorandum and supporting declarations in support of approval of the PAGA Settlement; and
2. Subject to Court approval of the Settlement, judgment in the above captioned case shall be entered substantially in the format of the proposed order below.

IT IS SO STIPULATED.

Date: November 17, 2025

FRONTIER LAW CENTER

<u>/s/ Manny Starr</u>
Manny Starr
Attorneys for Plaintiffs
JulieAnne Cabrera and Wendy Romero

Date: November 17, 2025

TREDWAY, LUMSDAINE & DOYLE LLP

<u>/s/ Shannon Marie Jenkins</u>
Shannon Marie Jenkins
Attorneys for TRINITY MA, INC. D.B.A. HAPPY LEAF COLLECTIVE and THE GREEN ANT

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This Private Attorney General Act case (and the action *Wendy Romero v. The Green Ant LLC and Trinity MA, Inc. dba Happy Leaf Collective,* LASC Case No. 24LBCV02218) relates to allegations that defendants Trinity MA Inc., d/b/a Happy Leaf Collective and The Green Ant (collectively "Defendants") violated the California Labor Code with regard to meal breaks, rest breaks, failure to pay all hours worked, failure to pay all overtime correctly, expense reimbursements, waiting time, and wage statements from at least March 4, 2023 to July 24, 2025. Plaintiff JulieAnne Cabrera ("Plaintiff") worked for Defendant from approximately November 2021 to October 2024.

Defendant denies all wrongdoing or underpayment. However, in an effort to resolve the case, the Parties engaged in informal discovery into, inter alia, the number of Aggrieved Employees and PAGA Pay Periods. The Parties conducted mediation on July 24, 2025, along with the case of *Wendy Romero v. The Green Ant LLC and Trinity MA, Inc. dba Happy Leaf Collective,* LASC Case No. 24LBCV02218. Through arm's-length discussions, the Parties reached a global settlement. Both Romero and Cabrera reached a confidential settlement of their non-PAGA claims. In addition, the PAGA claim was settled for a Gross Settlement Amount of $10,000. Declaration of Manny Starr at ¶¶ 7-8.

Under Labor Code section 2699(s)(2), "The superior court shall review and approve any settlement of any civil action filed pursuant to this part." Plaintiff requests the Court to approve the settlement of the PAGA claims asserted in this action.

II. PROCEDURAL HISTORY

On March 4, 2024, Wendy Romero, through counsel, uploaded a notice of PAGA Violations to the Labor and Workforce Development Agency (LWDA) via its online portal and cc'd Defendant Trinity MA Inc., d/b/a/ Happy Leaf Collective via certified mail. In her letter, Romero asserted that Defendant violated Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1197, 1197.1 and 2802. Specifically, the letter alleged that Defendants routinely required employees to work off the clock for hours over 8 in a day or 40 in a week, prohibited its employees from taking off-duty meal and rest breaks despite shifts lasting up to six and a half hours and failed to reimburse all workrelated expenses. Plaintiff further alleged that, due to these violations, Defendant had failed to provide accurate and complete wage statements and failed to pay all wages due upon termination. On November 1, 2024, Plaintiff JulieAnne Sacueza Cabrera uploaded and mailed certified her own PAGA notice for generally the same allegations.

On October 11, 2024, Plaintiff Wendy Romero filed her Complaint. On January 24, 2025, Plaintiff JulieAnne Sacueza Cabrera filed a complaint alleging the above violations. In their respective Complaints, claims were brought for violation of the Unfair Competition Law, and a claim for PAGA Penalties based on these violations. Claims were also brought under FEHA for alleged harassment and discrimination, retaliation and wrongful constructive termination.

Shortly after service of the two Complaints, the Parties began talking about paths to resolution. Part of those discussions included reaching a global settlement that included this case and the *Romero* case (which at the time included overlapping PAGA allegations). The Parties engaged in informal discovery in preparation for mediation.[1] That exchange of information included the employee files of Plaintiffs Cabrera and Romero, Defendants' policies on meal and rest breaks, overtime pay, sexual harassment, and hostile work environments. The exchange also included a sampling of employee time sheets and pay records (with identifying information redacted), and data regarding the total number of pay periods and aggrieved employees, sorted by current and former.

Using this information, the Parties mediated with mediator Fatemeh Mashouf on July 24, 2025. After mediation, the parties reached a resolution of the claims, and formal settlement agreements were signed on September 23, 2025 and September 24, 2025 for Cabrera and Romero respectively. The PAGA settlement is governed by a separate agreement from the confidential individual settlements that were reached.

III. LEGAL ARGUMENT AND PAGA PENALTY CALCULATION

Kullar v. Foot Locker Retail, Inc., (2008) 168 Cal. App. 4th 116 stated the requirement that additional information be presented to the Court in representative action settlements "to ensure that the recovery represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on

[1] Formal discovery was conducted in the *Romero* case prior to mediation.

those claims by pursuing the litigation . . . ." *Id*. at 129. While PAGA claims are not class actions, courts often look at the same factors, where applicable, in determining whether or not PAGA claims are fair and reasonable.

a. Investigation of Claims

As stated above, prior to settlement, Defendants provided Plaintiff with Plaintiff's employee file and data regarding the Aggrieved Employees, including information about time worked and amounts paid, and information regarding Defendants' written policies. Based on this information, Plaintiff was able to evaluate the number of individuals impacted, the number of pay periods at issue, and information regarding the likely evidentiary issues and other risks Plaintiff may have encountered.[2]

b. Value of the Claims

PAGA permits an aggrieved employee to sue an employer for civil penalties associated with the employer's alleged violation of various Labor Code provisions. Labor Code section 2699(a). Pursuant to the statute, of the amount paid to settle a claim for PAGA penalties, thirty-five percent (35%) is payable to the Aggrieved Employees and sixty-five percent (65%) is payable to the LWDA. Labor Code section 2699(m). The penalties being sought as part of this settlement are derived from the labor code violations referenced above. Each is discussed briefly in turn below. The following analysis is based on 19 Aggrieved Employees working a total of 914 weekly pay periods.

i. Failure to Provide Complaint Rest Breaks

Labor Code section 226.7 and the Wage Orders require an employer to provide a 10-minute off-duty rest break for every 4 hours worked or major fraction thereof. Employers are required to relinquish control over their employees during their 10-minute rest breaks. *Augustus v. ABM Sec. Servs., Inc.*, 2 Cal. 5th 257, 269 (2016).

Plaintiff alleges that Defendants prohibited Plaintiff and the Aggrieved Employees from having duty-free meal and rest breaks. Specifically, Plaintiff alleges that she and the Aggrieved

---

[2] Since the settlement resolves both Romero's and Cabrera's PAGA claims, the PAGA period runs from Romero's earlier notice date.

Employees were required to be on call at all time, that meal and rest breaks were routinely interrupted, and when they were interrupted that time was not replaced later in the shift.

Plaintiff alleges that all rest breaks were noncompliant due to the Aggrieved Employees having to remain on the premises and generally on call during their rest breaks. The PAGA Penalty applicable to rest break violations is found in Labor Code section 2699, which is $100 for initial violations. Plaintiff estimated the maximum liability for rest break violations was approximately ((914 pay periods x $100)/2) [3] **$45,700**.

ii. Failure to Provide Complaint Meal Periods

An employer provides compliant meal breaks when "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, and does not impede or discourage them from doing so." *Brinker Restaurant Corp. v. Superior Court*, (2012) 53 Cal.4th 1004, 1040. As explained above, Plaintiff alleges Defendants did not allow Plaintiff and the Aggrieved Employees to take full, duty free meal breaks.

The PAGA Penalty applicable to meal break violations is found in Labor Code section 558, which is $50 for initial violations and $100 for subsequent violations. Plaintiff estimated the liability for meal break violations was approximately ((914 pay periods x $50)/2) **$22,850.**

iii. **Unpaid Wages and Overtime**

Plaintiff alleges that she and the Aggrieved Employees were required to continue working even when on time designated as "meal breaks." The very nature of the allegation is that time spent working was recorded as a meal break, or otherwise not recorded at all. As such, the documentation available does not provide much information into the damages for missing wages. However, for illustration purposes, the following formula represents the best case scenario for Plaintiff and the Aggrieved Employees based on the allegations and the data. Labor Code Section 558 provides for a penalty of $50 per pay period for violations of regulations relating to hours and days of work.[4]

---

[3] Pursuant to Labor Code Section 2699 subdivision (o) (part of the 2024 amendment), the civil penalty is halved because Defendant used a weekly pay period.

[4] Pursuant to *Z.B. N.A. v. Superior Court*, (2019) 8 Cal.5th 175, the "in addition to an amount sufficient to recover underpaid wages" is not part of the civil penalty and is not recoverable under PAGA.

Assuming all meal periods were worked through by every employee in every case, the liability would be ((914 pay periods x $50)/2) **$22,850**.

iv. Wage Statement and Waiting Time Penalties.

Plaintiff's Wage Statement and Waiting Time Penalties are derivative of the meal and rest break claims. Plaintiff alleges that rest and meal break violations occurred on each and every pay period for all Aggrieved Employees within the PAGA period. Labor Code Section 2699 Subdivision (f)(2)(A)(i) specifies a civil penalty of $25 per pay period, or ((914 pay periods x $25)/2) **$11,425**.[5]

Waiting Time violations under Labor Code Sections 201 and 202, and 203 are no longer recoverable under PAGA if also recovering Civil Penalties for the underlying violations, under the 2024 PAGA amendments. *See* Labor Code Section 2699 Subd. (i). However, an analysis of the liability is still relevant, because while the Aggrieved Employees may not recover both civil penalties for waiting time and for the underlying violation, nothing in the new law suggests that the Aggrieved Employees may not elect which of the two remedies (the underlying violation or the waiting time penalty) they may recover. The liability is approximately (14 former employees x ($100 per violation under Labor Code §210)) **$1,400**.[6]

v. Maximum Liability

Given the numbers expressed above, Plaintiff estimated the maximum liability (before attorney fees and costs) as follows:

- Rest Break Violations: **$45,700**
- Meal Period Violations: **$22,850**

---

[5] Labor Code Section 2699 Subdivision (i) specifies that an Aggrieved Employee shall not recover a penalty under 201, 202, or 203 that is neither willful nor intentional, nor a penalty under 226 that is neither knowing nor intentional, in addition to the underlying penalty. The information is still relevant to the analysis because Plaintiff could argue that the failure was willing and intentional.

[6] It is unclear whether Labor Code Section 2699 (o), which halves the civil penalty for PAGA in cases where there is a weekly pay period, applies to penalties which, like Labor Code Section 210, are *not* tethered to the number of pay periods, but a different quantifiable measure (once per employee in this case). If the purpose of Subdivision (o) is to bring employers with weekly pay periods in parity with employers who have bi-weekly or semi-monthly pay periods, giving them a discount on Section 203 violations (which are calculated based on the number of days late rather than number of pay periods), seems to defeat the purpose of the amendment.

- Unpaid Wages/Overtime: **$22,850**
- Wage Statement Penalties: **$11,425**
- (Waiting Time Penalties: **$1,400)**
- **TOTAL PAGA PENALTIES: $102,825.00**[7]

c. Risk Factors

The maximum penalties calculated above are based on the assumption that all issues of fact and law are ruled in Plaintiff's favor for every single Aggrieved Employee for every single pay period. Further, this assumes that Defendant cannot show that they took all reasonable steps to avoid these violations, pursuant to Labor Code Section 2699 Subdivision (g). If they can, the upper limit of PAGA penalties becomes only 15% of the total above, or **$15,423.75**.

While it is obviously never a realistic assessment of a case to assume a maximum recovery, specific factors relating to the litigation in this case are as follows:

i. Meal and Rest Break Violations

One issue Plaintiff would face in proving her claims regarding break periods is that no written policy was discovered that specifically precludes Plaintiff or the Aggrieved Employees from being relieved of all duty on breaks. Thus, while Plaintiff maintains that that was the policy of Defendant, proof of that would have had to come from (likely contested) witness testimony regarding working conditions. Furthermore, meal breaks were reported as taken as required most of the time, albeit frequently a minute or two short.

Furthermore, these records, while informative, are not dispositive on the issue of whether or not a compliant break was provided. Even where the records indicate less than 10 minutes were taken for a rest break or less than 30 minutes were taken for a meal period, Plaintiff would still then have to prove that the short breaks were caused by Defendant's action (such as discouraging full breaks or causing Aggrieved Employees to go to break late or come back early) rather than the employee's own decision to take shorter breaks (due to reason such as a desire to get ahead of their work or convenience).

///

[7] Not including the Section 210 Penalties.

ii. Off the Clock Work and Overtime

Plaintiff has the burden of proving that each Aggrieved Employee worked hours that were not recorded and paid, and/or that Defendants did not calculate overtime correctly. Since wages were paid in cash, the only record of these wages is Defendant's own copies of the wage statements (and any copies the Aggrieved Employees may have kept). The statements made available to Plaintiff reveal that the payment reported at least matches the hours reported, and that Defendants did pay daily overtime according to those reported hours.

Plaintiff would therefore have the unenviable task of demonstrating by testimony that employees worked more hours than what was reported on the time sheets, and that this was done at Defendants' instruction (or, at the very least, that they were aware it was happening). Likely, this claim would sink or swim on the memory of employees about events that could have been over a year in the past at the time of their testimony, who may or may not be interesting in recovering payment for the what may to them be just a few minutes each day.

iii. Expense Reimbursement

Romero was the only Plaintiff who claimed expense reimbursement. However, her claims were very specific and unique, relating to time spent dropping off flyers and purchasing supplies for a fish tank. There would be little to no basis to assume or prove any expense reimbursement issues on a group-wide basis.

iv. Wage Statements

Under the 2024 amendments to PAGA, Aggrieved Employees can no longer recover a wage statement penalty for a claim that is derivative of an underlying Labor Code violation for which the Employee has recovered penalties under PAGA, so long as the wage statement violation was neither knowing nor intentional. Thus, Plaintiff would have to prove that Defendants knew that its employees were denied complaint rest and meal breaks and knew that the time worked and penalties earned were not reflected on the wage statement. And, of course, Plaintiff would have to prevail on the underlaying break and/or wage claims in the first instance.

v. Waiting Time Penalties

Likewise, waiting time penalties are no longer recoverable under PAGA on derivative claims for the same underlying violations for which the Aggrieved Employee has recovered a civil penalty. As such, these penalties would only be available as an *alternative* to the underlying violation. For the 14 Aggrieved Employees who no longer work for Defendants, it is likely that the recovery for the underlying violations will exceed the waiting time penalty, based on the damages calculated above.

d. The Amount Recovered

The final settlement amount of $10,000 reflects the recent changes to PAGA. While the settlement is only about 9.7% of the total possible liability, it is nearly 65% of the maximum penalty if Defendant shows they took "all reasonable steps" pursuant to Labor Code Section 2699 subdivision (g). Defendant has facially valid written policies regarding breaks and time worked, suggesting that they could plausibly raise such a defense with a substantial chance of success. Finally, the settlement has the unusual feature of providing 100% of the settlement funds (after reduction for the claims administrator's fees) will be provided to the Aggrieved Employees and LWDA, without any reductions for a service award or attorney fees and costs.

e. Settlement Administration Costs are Fair and Reasonable.

ILYM group has been selected as the Settlement Administrator in this case. IYLM was selected through a bidding process, and their capabilities and experience as Settlement Administrators is well documented. Declaration of Lisa Mullins at ¶ 2. Their bid to handle administration is $2,500. *Id*. The administrator's costs are reasonable and should be approved.

f. Individual Settlements Did Not Materially Affect PAGA Claims

As explained above, Ms. Cabrera and Ms. Romero accepted individual confidential settlements to settle their own individual claims. As explained above, the PAGA settlement is fair and reasonable considering the claims brought, the status of the evidence, the number of Aggrieved Employees involved, and, importantly, the 2024 amendments to PAGA. The individual settlements were directed in large part toward their respective FEHA claims, rather than the Labor Code Violations.[8] Starr Decl. ¶ 8.

---

[8] The settlements also resolve their individual Labor Code complaints. However, Plaintiff's damages estimation for both Cabrera and Romero show these claims to be 20% or less of their total individual claims, with the remainder being for FEHA violations.

g. All Other Procedural Requirements Have Been Met

Per the Declaration of Manny Starr, the Settlement Agreement, as well as this memorandum and all other supporting papers, have been uploaded to the LWDA via their website. Counsel for the Parties have conducted a diligent search and reasonable inquiry, and they are not presently aware of any other filed cases that this settlement might extinguish or otherwise materially effect (since the PAGA claims in the *Romero* case have already been dismissed without prejudice but will be released by the Settlement Agreement).

IV. CONCLUSION

For the foregoing reasons, the Settlement in this case is fair and reasonable. Plaintiff therefore requests that this Court approve the settlement.

Date: November 17, 2025

FRONTIER LAW CENTER

/s/ Manny Starr
Manny Starr
Attorney for Plaintiff
JulieAnne Sacueza Cabrera