

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Daniella Lopez (“Plaintiff”) and defendant Aromas Food Services (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s class and representative action lawsuit alleging wage and hour violations against Defendant and also seeking penalties pursuant the Private Attorneys General Act (“PAGA”) against Defendant captioned *Daniella Lopez, et al. v. Aromas Food Services, et al.* initiated on April 29, 2024 and pending in Superior Court of the State of California, County of Los Angeles (Case No. 24STCV10721) (hereinafter referred to as the “Action”).
- 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 Preliminary Approval of the Settlement.
- 1.4. “Class” means all non-exempt employees who are or were employed by Defendant in California during the Class Period.
- 1.5. “Class Counsel” means Otkupman Law Firm, A Law Corporation.
- 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.7. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as a PAGA Member).
- 1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member 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 Class Members.

- 1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English [with a Spanish translation, if applicable] in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.11. “Class Period” means the period from April 29, 2020 through the earlier of the date the court grants preliminary approval of the Settlement or May 2, 2025.
- 1.12. “Class Representative” means Plaintiff Daniella Lopez.
- 1.13. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.14. “Court” means the Superior Court of California, County of Los Angeles.
- 1.15. “Defendant” means named Defendant Aromas Food Services.
- 1.16. “Defense Counsel” means Gregory C. Cheng and Carolyn B. Hall of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
- 1.17. “Effective Date” shall mean the date upon which the Court issues its Final Approval Order and Judgment.
- 1.18. “Final Approval” means the Court’s order granting final approval of the Settlement in the Action.
- 1.19. “Final Approval Hearing(s)” means the Court’s hearing(s) on the Motion for Final Approval of the Settlement in the Action.
- 1.20. “Final Judgment(s)” means the Judgment(s) Entered by the Court upon Granting Final Approval of the Settlement in the Action.
- 1.21. “Gross Settlement Amount” means the maximum settlement amount Defendant shall pay in any event in exchange for the settlement and release of claims alleged in the Action, which is Two Hundred Seventy-Five Thousand Dollars (\$275,000.00). The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.
- 1.22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

- 1.23. “Individual PAGA Payment” means the PAGA Member’s pro rata share of 25% of the PAGA Payment calculated according to the number of Workweeks worked during the PAGA Period.
- 1.24. “Judgment(s)” means the judgment(s) entered by the Court based upon the Final Approval.
- 1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.26. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29. “PAGA” means the Private Attorneys General Act (California Labor Code §§ 2698. *et seq.*).
- 1.30. “PAGA Members” means all non-exempt employees who are or were employed by Defendant in California during the PAGA Period.
- 1.31. “PAGA Notice” means Plaintiff’s February 21, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.32. “PAGA Pay Period” means any Pay Period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period.
- 1.33. “PAGA Payment” means the total amount of \$25,000 that is comprised of the LWDA PAGA Payment and all the Individual PAGA Payments to PAGA Members in settlement of all claims for civil penalties pursuant to PAGA.
- 1.34. “PAGA Period” means the period from February 21, 2023 through the earlier of the date the court grants preliminary approval of the Settlement or May 2, 2025.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiff” means Daniella Lopez, the named plaintiff in the Action.

- 1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement in the Action.
- 1.38. "Preliminary Approval Order(s)" means the order(s) granting preliminary approval of the settlement entered by the Court in the Action.
- 1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.
- 1.41. "Released Parties" means: Defendant and each of its former, present and future owners, parents, and subsidiaries, and all of their current, former and future spouse(s), children, officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, management companies, and legal representatives.
- 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and PAGA Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. **RECITALS.**

- 2.1. On April 29, 2024 Plaintiff filed a class and representative action Complaint alleging causes of action against Defendant for (1) failure to provide meal periods in violation of Labor Code sections 226.7, 512, and 558; (2) failure to provide rest periods in violation of Labor Code sections 226.7, 512, and 558; (3) failure to pay all wages in violation of Labor Code sections 510, 1194, and 1194.2; (4) knowing and intentional failure to comply with itemized employee wage statement provisions in violation of Labor Code section 226(a), (e); (5) failure to timely pay wages due at termination in violation of Labor Code sections 201 – 203; (6) failure to timely pay employees in violation of Labor Code section 204(a), (b); (7) failure to reimburse for business expenses in violation of Labor Code section 2802; (8)

failure to pay for all hours worked including overtime hours worked in violation of Labor Code sections 210, 218; (9) violation of Business and Professions Code Section 17200 and (10) penalties pursuant to Labor Code section 2699(f) for violations of Labor Code sections 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201 – 203, 204(a), (b), 2802, 210, and 218 (the “Action”). Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in in the Action and denies any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On February 12, 2025, the Parties participated in an all-day mediation presided over by Phillip K. Cha which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, statistical data, including records of Defendant’s employees, which consisted of wage statements, clock-in and clock-out times, times taken for meal breaks, wages earned during the relevant pay periods, written policies and procedures on meal breaks, rest breaks, overtime compensation, and reimbursement for business expenses, the number of workweeks and pay periods in the class, the total number of Class Members and PAGA Members, and the average rate of pay for class members each year in question. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.5. The Court has not granted class certification. The Parties engaged in private mediation prior to class certification, and by way of a Motion for Preliminary Approval of the Settlement, will request provisional certification of the Class.
- 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

- 3.1. Gross Settlement Amount. Defendant promises to pay \$275,000.00 and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

- 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099.
- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which is currently estimated to be \$ 96,250.00 and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$20,000.00 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 \$20,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - 3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will

not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and PAGA Members: PAGA Payment in the amount of \$25,000.00 to be paid from the Gross Settlement Amount, with 75% (\$18,750.00) allocated to the LWDA PAGA Payment and 25% (\$6,250.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 25% share of the PAGA Payment (\$6,250.00) by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves the PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The amount of the PAGA Payment awarded by the Court is not a material term of this Agreement and if the Court approves an amount for the PAGA Payment less than the amount requested, or requests that the Parties allocate a greater amount of the Gross Settlement Amount toward the PAGA Payment, it shall not result in the Agreement being void. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Class Workweeks and PAGA Member Pay Periods. Based on a review of its records and based on data through October 24, 2024, Defendant estimates there are 149 Class Members who worked a total of 6,730 Workweeks during the Class Period and 80 PAGA Members who worked a total of 1,035 Pay Periods during the PAGA Period.

4.2. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the Settlement in this Action, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the

deadline by which Defendant must send the Class 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 Class Data.

- 4.3. Funding of Gross Settlement Amount. Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator no later than 30 calendar days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
 - 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members 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. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Members including Non-Participating Class Members who qualify as PAGA Members (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment, unless the Court orders otherwise. 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 a Class Member Address Search for all other Class Members whose checks are returned 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 Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
 - 4.4.3. For any Class Member whose Individual Class Payment check or 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 Class

Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and PAGA Members 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, heirs, administrators, successors, and assigns generally, release and discharge Released Parties to the fullest extent permitted by law, of and from any and all Released Claims, including any Released Class Claims and Released PAGA Claims, and also generally releases and discharges the Released Parties from any and all claims, demands, obligations, causes of action, rights or liabilities of any kind which have been or could have been asserted against the Released Parties arising out of Plaintiff's employment that occurred prior to the Effective Date, including but not limited to claims arising under the California Labor Code; the wage orders of the California Industrial Welfare Commission; California statutory, constitutional, and common law; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001 *et seq.* Plaintiff's Released Claims also include all claims for lost wages and benefits, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, and wrongful termination, including, but not limited to, 49 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the California Fair Employment and Housing Act. ("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 Class 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 California 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 Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were that were alleged, or reasonably could have been alleged, based on the factual or legal theories alleged in the Action, including all of the following legal claims: (i) for all class claims stated in the Complaint alleging violations of California Labor Code sections 201, 202, 203, 204, 210, 218, 226, 226.7, 510, 512, 558, 1174.5, 1194.2, and 2802, (ii) any and all claims for unpaid or underpaid wages, including, but not limited to, claims for minimum, overtime, double-time wages and incentive compensation, allege failure to pay for all time worked, alleged failure to pay for off-the-clock work, and alleged failure to pay for all hours worked at correct rate; (iii) any and all claims for failure to provide meal periods; (iv) any and all claims for failure to provide rest breaks; (v) any and all claims for improper or inaccurate itemized wage statements, including any alleged violations of Labor Code Section 226(a)(1)-(9) based on the facts and legal theories contained in the Action, and including claims for injuries suffered therefrom; (vi) any and all claims for the untimely payment of final wages and associated waiting time penalties under Labor Code Section 203 based on the facts, claims, causes of action, or legal theories alleged in the Action; (vii) any and all claims for failure to timely pay wages during employment; (viii) any and all claims for failure to reimburse business expenses; (ix) any and all claims under the Business & Professions Code (including Section 17200 *et seq.*) premised on the facts, claims, or legal theories described herein or in the Action; any other claims or penalties under the wage and hour laws pleaded in the Action; and all damages, penalties, interest and other amounts recoverable under all Claims under California and federal law, to the extent permissible, including but not limited to the California Labor Code as to the facts and theories alleged in the Action, and the applicable Wage Orders as to the facts and theories alleged in the Action (collectively, the “Released Class Claims.”) The period of the Release shall extend to the limits of the Covered Period.
- 5.3. Release of Claims by the State of California and Labor and Workforce Development Agency for Claims Arising Under. Upon the Effective Date, Plaintiff, as the PAGA Representative, and the State of California and Labor and Workforce Development Agency shall fully release and discharge Defendant from all claims under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged both in the PAGA Notice to the LWDA and in the operative complaint including, but not limited to, penalties that could have been awarded pursuant to Labor Code sections 201, 202, 203, 204, 210, 218, 226, 226.7, 510, 512, 558, 1174.5, 1194, 1194.2, 2802, 6400, 6401, 6402, 6403,

6404, 6407, and IWC Wage Order No 5-2001; (ii) any and all claims for civil penalties for alleged unpaid or underpaid wages, including, but not limited to, claims for minimum, overtime, double-time wages and incentive compensation, alleged failure to pay for all time worked, alleged failure to pay for off-the-clock work, and alleged failure to pay for all hours worked at correct rate; (iii) any and all claims for civil penalties for alleged failure to provide meal periods; (iv) any and all claims for civil penalties for alleged failure to provide rest breaks; (v) any and all claims civil penalties for improper or inaccurate itemized wage statements, including any alleged violations of Labor Code Section 226(a)(1)-(9) based on the facts and legal theories contained in the Action, and including claims for injuries suffered therefrom; (vi) any and all claims for civil penalties for alleged for the untimely payment of final wages and associated waiting time penalties under Labor Code Section 203 based on the facts, claims, causes of action, or legal theories alleged in the Action; (vii) any and all claims for civil penalties for alleged failure to timely pay wages during employment; (viii) any and all claims for civil penalties for allege failure to reimburse business expenses (the “Released PAGA Claims”). The Released PAGA Claims shall be limited to those claims that arose during the PAGA Period against the Released Parties. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of a PAGA Member who are eligible to receive a payment for the amount of such individual’s estimated share of the Net Settlement Amount shall be deemed to have released PAGA claims, regardless if the check is cashed or not.

6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiff agrees to prepare and file a motion for preliminary approval of the Settlement (“Motion for Preliminary Approval”) no later than 60 days after the full execution of this Agreement. Plaintiff shall provide a draft of the Motion for Preliminary Approval paperwork to Defendant prior to filing the paperwork with the Court.

7. **SETTLEMENT ADMINISTRATION.**

7.1. Selection of Administrator. The Parties have jointly selected ILYM Group 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. Notice to Class Members.

7.2.1. No later than 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

- 7.2.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
 - 7.2.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
 - 7.2.4. The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
 - 7.2.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.
- 7.3. Requests for Exclusion (Opt-Outs).
- 7.3.1. Class Members who wish to exclude themselves (opt out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member’s election to be excluded from the Settlement and includes the

Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- 7.3.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.3.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.3.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Members are deemed to release the claims in this Agreement and are eligible for an Individual PAGA Payment.
- 7.4. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.5. Objections to Settlement.

7.5.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.5.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.5.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.6. 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.

7.6.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.6.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- 7.6.3. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.6.4. Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 7.6.5. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**. Based on its records, Defendant estimates that as of February 12, 2025, based on data through October 24, 2024, there are approximately 6,730 Workweeks in the Class Period (the "Mediation Workweek Estimate"). If the actual number of Pay Periods provided in the Mediation Workweek Estimate increases by more than 10% for the Class Period, the settlement amount will be increased proportionately (i.e., meaning if the actual workweeks increase by 11% the settlement will increase by 1%). However, if the escalator clause is triggered, Defendant may alternatively choose to end the Class Period on the date that the increase would otherwise be triggered.

9. **DEFENDANT'S RIGHT TO WITHDRAW**. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, that Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class

Counsel and the Court of its election to withdraw not later than seven days after the administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement.
 - 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
 - 10.3. 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.
 - 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, 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 an objector 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.
 - 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null

and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged. In the event that Class Counsel appeals the Court's ruling as to the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment, the Parties agree that such appeal constitutes a dispute between Class Counsel and the Court, and that Defendant and Defendant's Counsel will not be involved and will not be expected to appear, file papers, argue any position, or participate in any manner. In the event of such appeal, Defendant shall not fund the settlement, and its obligation to fund it will be stayed until such appeal is fully resolved.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. **NOTICE OF SETTLEMENT TO LWDA.** Plaintiff and Class Counsel shall provide notice to the LWDA of the proposed settlement as required by California Labor Code section 2699, subdivision (1)(2), as well as any other information required by law to be provided to the LWDA to effectuate the terms of this Agreement.

13. **ADDITIONAL PROVISIONS.**

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant'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). The Parties agree that this Settlement cannot be used to support any claim for subsequent penalty violation rates under the PAGA in any subsequent litigation. Pursuant to California Evidence Code sections 1152 and 1154, this Settlement shall not be admissible in evidence in any proceeding; except that the Settlement may be filed and used in this litigation or any related litigation

as necessary to approve, interpret, or enforce this Settlement, or in any subsequent action against or by Defendant to support a stay of such subsequent action, or to establish a defense of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiff and Class Counsel, separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Plaintiff and Class Counsel agrees to immediately notify Defendant and Defendant's Counsel of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff and Class Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement 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.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. 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.

- 13.7. 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.
- 13.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant 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. Participating Class Members, PAGA Members and Class Counsel shall be solely responsible for the reporting any payment of their share of any federal, state and/or local income tax or other tax or any other withholdings, if any, on any of the payments made pursuant to this Settlement. Defendant makes no representation, and it is understood and agreed that Defendant has made no representation, as to the taxability of any Participating Class Members of any portion of the Individual Settlement Payments, to any PAGA Members regarding the Individual PAGA Payments, the payment of attorneys' fees and expenses to Class Counsel, or the payment of the Class Representative Service Payment to the Class Representative. The Class Notice will advise each Class and PAGA Member to seek his/her own personal tax advice prior to acting in response to the Class Notice.
- 13.9. 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.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. 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.
- 13.12. 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.
- 13.13. 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.

- 13.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant 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 rule of court.
- 13.15. 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.
- 13.16. 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.
- 13.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., 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.
- 13.18. 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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

[Signatures follow on next page.]



Plaintiff DANIELA LOPEZ

Dated: 06 / 13 / 2025

By: _____
For Defendant AROMAS FOOD SERVICES,
INC.

Dated: _____

APPROVED AS TO FORM ONLY:

OTKUPMAN LAW FIRM, A LAW
CORPORATION

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART



Roman Otkupman
Nidah Farishta
Counsel For Plaintiff

Dated: 06 / 13 / 2025

Gregory C. Cheng
Carolyn B. Hall
Counsel For Defendant

Dated: _____

Plaintiff DANIELA LOPEZ

Dated: _____

By: SAWANIK KURUPPU ARACHCHIYA
For Defendant AROMAS FOOD SERVICES,
INC.

Dated: 06/16/2025

APPROVED AS TO FORM ONLY:

OTKUPMAN LAW FIRM, A LAW
CORPORATION

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART

Roman Otkupman
Nidah Farishta
Counsel For Plaintiff

Gregory C. Cheng
Carolyn B. Hall
Counsel For Defendant

Dated: _____

Dated: 06/18/2025

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Daniella Lopez v. Aromas Food Services, Inc.

(Los Angeles County Superior Court, Case No. 24STCV10721)

***The Los Angeles County Superior Court authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

You may be eligible to receive money from a class action lawsuit (“**Action**”) against Aromas Food Services, Inc. (“**Defendant**”) for alleged wage and hour violations.

The Action was filed by Plaintiff Daniella Lopez (“**Plaintiff**”), and seeks payment of alleged unpaid wages, statutory damages and penalties, interest, and attorneys’ fees on behalf of the following class: All non-exempt employees who are or were employed by Defendant in California during the Class Period (“**Class Members**”). The “Class Period” means the period from April 29, 2020 through May 2, 2025,

The Action also seeks alleged civil penalties under the California Private Attorneys General Act of 2004 (“**PAGA**”) for all current and former non-exempt employees of Defendant within the State of California (“**PAGA Members**”) at any time during the period from February 21, 2023 through May 2, 2025 (“**PAGA Period**”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members; and (2) a PAGA Settlement requiring Defendant to fund the PAGA Payment to pay alleged civil penalties to the California Labor and Workforce Development Agency (“**LWDA**”) and to PAGA Members.

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

Two Parts	Workweeks Worked During: Class Period (Class Member) and Pay Periods During the PAGA Period (PAGA Member)	Your Estimated Share
Class Member	INSERT (During Class Period)	\$INSERT (Individual Class Payment)
PAGA Member	INSERT (During PAGA Period)	\$INSERT (Individual PAGA Payment)

Based on Defendant’s records, and the Parties’ current assumptions, your estimated Individual Class Payment (less withholding) and your Individual PAGA Payment are shown in the chart above, along with the Workweeks you are credited with working during the Class Period and PAGA Pay Periods worked during the PAGA Period, respectively, according to Defendant’s records. The actual amount you may receive could be adjusted depending on several factors. (If

no amount is stated for your Individual PAGA Payment, then you are not eligible for an Individual PAGA Payment because you did not work during the PAGA Period.)

If you believe that you worked more weeks or pay periods during either period than Defendant’s records show in the chart above, you can submit a dispute by [redacted] (“**Response Deadline**”). See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“**Class Counsel**”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

Your Legal Rights And Options In This Settlement	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full individual class settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 .
EXCLUDE YOURSELF	<p>If you do <u>not</u> wish to participate in the settlement of the Class Claims, you may “opt out” of the settlement of the Class Claims. If you choose to opt out, you must submit a Request for Exclusion by [redacted] (see Section 6 for more details on how to opt out).</p> <p>If you opt out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement.</p> <p>You cannot opt out of the PAGA portion of the proposed Settlement. If you are a PAGA Member and exclude yourself, you will still be paid your share of the PAGA Payment and you will remain bound by the PAGA Released Claims. See Section 6 of this Notice.</p>
OBJECT	If you think that the Settlement is not fair, and you don’t opt out of the Settlement, then you can object to the Settlement in writing by [redacted] (see Section 7 for details on how to object).
DISPUTE THE NUMBER OF WORKWEEKS	If you believe the number of Workweeks or PAGA Pay Periods that you were credited with working in the chart above is incorrect, you may submit a written dispute to the Administrator (see Section 4 for more details on how to dispute your

credited Workweeks or PAGA Pay Periods). Defendant's records will be presumed correct, but you may provide evidence to the Administrator showing how many Workweeks and/or Pay Periods you believe you should be credited.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT REQUIRED

DATE: **INSERT DATE**
TIME: **XX:XX A.M./P.M.**

At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See **Section 8** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff ("Class Representative") formerly worked for Defendant. The Action alleges that Defendant failed to pay minimum and overtime wages, failed to provide compliant meal periods and rest breaks, failed to reimburse for business expenses, failed to timely pay final wages, and failed to provide accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (California Labor Code section 2698, *et seq.*) ("PAGA"). Plaintiff is represented by attorneys in the Action ("Class Counsel"). See Section 9 below for their contact information.

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. After good-faith negotiations, in which both sides recognized the substantial risk of an uncertain outcome, Plaintiff and the Defendant agreed to settle the Action pursuant to the terms and conditions of the Settlement. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiff's claims in the Action have merit or that Defendant has any liability to Plaintiff or the proposed classes on those claims. Defendant denies all such liability.

The Parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The Parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the proposed Class.

Consistent with Defendant's policies, there will be no retaliation or adverse action taken against any Class Member who participates in the Settlement or opts out of the Settlement.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

This settlement does not involve any decision by the Court on the merits of the Action. Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$275,000 as the Gross Settlement Amount. Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and LWDA PAGA Payment to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) calendar days after the Effective Date. Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks to the appropriate entities and persons.

The “**Effective Date**” is defined as the date upon which the Court issues its Final Approval Order and Judgment.

2. Court Approved Deductions from Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment of up to thirty-five percent (35%) of the Total Settlement Amount to Class Counsel for attorneys’ fees (\$96,250) and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action on a contingency fee basis (that is, without payment to date).
- B. Class Representatives Service Payments. Up to \$10,000 to Plaintiff as the Class Representative, or such lesser amount as may be approved by the Court, as a Service Payment for filing the Action, working with Class Counsel, and representing the Class. The Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
- C. Administration Expenses Payment. Up to \$20,000 to the Administrator for services administering the Settlement.
- D. PAGA Payment. Up to \$25,000 relating to Plaintiff’s claim under PAGA, allocated seventy-five percent (75%) (\$18,750) to the LWDA and the

remaining twenty-five percent (25%) (\$6,250) will be distributed to the PAGA Members as Individual PAGA Payments, which will be divided based on their share of PAGA Pay Periods worked during the PAGA Period.

3. Net Settlement Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the remainder (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their Workweeks during the Class Period.

4. Taxes Owed on Payments to Participating Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of ten percent (10%) of each Individual Class Payment to taxable wages (“Wage Portion”) and ninety percent (90%) to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS Form W-2. Defendant will separately pay any employer-side payroll taxes on the portion of the Individual Class Payments allocated to the Wage Portion. The Individual PAGA Payments are treated as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS Form 1099.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller’s Unclaimed Property, you should consult the rules of the Unclaimed Property Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you opt out of the Settlement no later than the Response Deadline. See Section 6 of this Notice for details on how to opt out.

7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement. If the Court does not grant Final Approval of the Settlement, or if the Court’s Final Approval is reversed or materially modified on appellate review, the Parties will make a good faith effort to revise the terms of the Settlement Agreement. If that process fails, the Settlement will be null and void. In such event, the Parties reserve their rights with respect to the prosecution and defense of the Action.

8. Administrator. The Court has appointed a neutral company, ILYM Group (“Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion and Objections (if any). The Administrator will also decide any Disputes

over Workweeks and/or PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount and separately paid all employer-side payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement for the Class Period. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or other Released Parties (defined in Section 1.41 of the Settlement Agreement) for wages based on the facts alleged in the Action for the duration of the Class Period, which are resolved by this Settlement. All Participating Class Members release the Released Parties from all wage and hour Class claims that were alleged, or reasonably could have been alleged, based on the wage and hour factual or legal theories alleged in the Operative Complaint, including, but not limited to, all of the following:

- A. all class claims stated in the Operative Complaint alleging violations of California Labor Code sections 201, 202, 203, 204, 210, 218, 226, 226.7, 510, 512, 558, 1174.5, 1194.2, and 2802;
- B. all claims for unpaid wages, including, but not limited to, claims for minimum, overtime, double-time wages and incentive compensation, alleged failure to pay for all time worked, alleged failure to pay for off-the-clock work, alleged failure to pay for all hours worked at correct rates, including overtime at the correct rate;
- C. all claims for failure to provide meal periods and the alleged failure to pay premiums;
- D. all claims for failure to provide rest breaks and the alleged failure to pay premiums;
- E. all claims for unreimbursed business expenses;
- F. all claims for improper or inaccurate itemized wage statements, including any alleged violations of California Labor Code section 226(a)(1)-(9) based on the facts and legal theories contained in the Operative Complaint, including the allegation that the wage statements lacked the total number of hours worked and corresponding rates and the proper legal entity of the employer, and including claims for injuries suffered therefrom;
- G. all claims for failure to timely pay wages during employment
- H. all claims for the untimely payment of final wages and associated waiting time penalties under California Labor Code sections 201 to 203; and

- I. all claims under the California Business & Professions Code (including section 17200, *et seq.*) premised on the facts, claims, and causes of action alleged in the Operative Complaint.

Participating Class Members do not release any other claims, claims for vested benefits, wrongful termination, discrimination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, worker's compensation, and claims based on facts occurring outside the Class Period.

10. Release of Released PAGA Claims. After the Court's judgment is final, and Defendant has paid the Gross Settlement Amount and separately paid the employer-side payroll taxes, Plaintiff, as the PAGA Representative, and the State of California and the LWDA shall release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts or legal theories alleged in the Operative Complaint and PAGA Notice that occurred during the PAGA Period. This includes the following:

- A. all claims for civil penalties stated in the Operative Complaint alleging violations of California Labor Code sections 201, 202, 203, 204, 210, 218, 226, 226.7, 510, 512, 558, 1174.5, 1194, 1194.2, 2802, 6400, 6401, 6402, 6403, 6404, 6407, and Industrial Welfare Commission Wage Order No 5-2001;
- B. all claims for unpaid wages, including, but not limited to, claims for minimum, overtime, double-time wages and incentive compensation, alleged failure to pay for all time worked, alleged failure to pay for off-the-clock work, alleged failure to pay for all hours worked at correct rates, including overtime at the correct rate;
- C. all claims for failure to provide meal periods and the alleged failure to pay premiums;
- D. all claims for failure to provide rest breaks and the alleged failure to pay premiums;
- E. all claims for unreimbursed business expenses;
- F. all claims for improper or inaccurate itemized wage statements, including any alleged violations of California Labor Code section 226(a)(1)-(9) based on the facts and legal theories contained in the Operative Complaint, including the allegation that the wage statements lacked the total number of hours worked and corresponding rates and the proper legal entity of the employer, and including claims for injuries suffered therefrom;
- G. all claims for failure to timely pay wages during employment
- H. all claims for the untimely payment of final wages and associated waiting time penalties under California Labor Code sections 201 to 203.

In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of a PAGA Member who are eligible to receive a payment for the amount of such individual's estimated share of the Net Settlement Amount shall be deemed to have released PAGA claims, regardless if the check is cashed or not.

The Released PAGA Claims do not include underlying wage and hour claims, claims for vested benefits, wrongful termination, discrimination, violations of the Fair Employment and Housing Act, unemployment insurance, disability, social security, and worker's compensation, and claims for civil penalties outside of the PAGA Period.

11. "Released Parties" includes Defendant and each of its former, present and future owners, parents, and subsidiaries, and all of their current, former and future spouse(s), children, officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, management companies, and legal representatives.

4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$6,250 by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual PAGA Member during the PAGA Period.

3. Disputing Workweeks and/or PAGA Pay Periods. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods worked during the PAGA Period, as recorded in Defendant's records, are stated above in this Notice. You have until [REDACTED] ("Response Deadline") to dispute the number of Workweeks or PAGA Pay Periods credited to you by submitting evidence to the Administrator.

You need to support your dispute by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of weeks and pay periods worked based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek or PAGA Pay Period challenges based on your submission and on input from Class Counsel and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and PAGA Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, every Class Member who does not opt out) and PAGA Member. Unless otherwise ordered by the Court, the single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. PAGA Members Only. If you opted out of the Class settlement, but qualify as a PAGA Member, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member, including those who opt out of the Class Settlement.

Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

If you **do not** wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself. To exclude yourself (opt out of) the Class Settlement, you must send the Administrator by fax, email, or mail a signed written request to be excluded no later than [REDACTED]. A request to be excluded is a written and signed letter from you or your representative with your: (1) full name; (2) present address; (3) email address or telephone number; and (4) a simple statement that you do not want to participate in the Class Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request or have a representative sign it, identify the Action as *Lopez v. Aromas Food Services, Inc., et al.* (Case No. 24STCV10721), and include your identifying information (full name, present address, and email address or telephone number). You or your representative must make the request. If someone else makes the request for you, it will not be valid. Your request to be excluded must be sent to the Administrator by fax, email, or mail, **postmarked** on or before [REDACTED], or it will be invalid. Section 9 of the Class Notice has the Administrator's contact information.

A Class Member who fails to submit a valid and timely request to be excluded shall be bound by all terms of the Class Settlement and any Final Judgment entered in this Action. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Class Settlement and will not be bound by the terms of the Class Settlement or have any right to object to or appeal the Class Settlement.

You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the class portion of the Settlement.

A Participating Class Member who disagrees with any aspect of the class portion of the Settlement may wish to object. **The deadline for sending written objections to the Administrator is [REDACTED].**

If you wish to object to the proposed class portion of the Settlement, you or your representative must submit a written and signed objection, and the objection must include: (1) what you are objecting to; (2) explain why you are objecting; (3) include any facts that support the objection; and (4) include your full name, present address, and email address or telephone number. Be sure you or your representative signs the objection and include the case name and number (*Lopez v. Aromas Food Services, Inc., et al.* (Case No. 24STCV10721)). Additionally, if you are represented by an attorney, the objection must include the name and address of your attorney. This objection and all supporting information must be sent to the Administrator by fax, email, or mail, **postmarked** on or before [REDACTED], or it will be invalid. Section 9 of the Class Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 1 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. At the Hearing, the judge will decide whether the proposed Settlement is fair, adequate, and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the payments to the LWDA, the Administrator, and whether to approve Plaintiff's request for the service payment. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice in the event that the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing to have their objections heard.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, the process to Opt Out or Object, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you should contact the Administrator for more information or to request that a copy of this Notice be sent to you in the mail.

Settlement Administrator
Name
Mailing Address
Telephone Number

Email Address

If you wish to communicate directly with Class Counsel, you may contact them at the contact information noted here:

Class Counsel
Roman Otkupman Nidah Farishta Otkupman Law Firm 5743 Corsa Ave., Suite 123 Westlake Village, California 91362 (Tel) (818) 293-5623 (Fax) (818) 850-1310 Roman@OLFLA.com Nidah@OLFLA.com

You may also seek advice and guidance from your own private attorney at your own expense if you so desire.

This Notice is only a summary. The Settlement Agreement sets forth everything the Parties have promised to do under the Settlement Agreement. The easiest way to read the Settlement Agreement, Judgment, or any other Settlement documents is to go to Administrator's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed above or consult the Court's website by going to <https://www.lacourt.org/casesummary/ui/and> entering the Case No. 24STCV10721. You can also go to the Court in person at the address listed in Section 8 of this Class Notice and request copies of the court documents.

**DO NOT TELEPHONE THE SUPERIOR COURT
TO OBTAIN INFORMATION ABOUT THE SETTLEMENT**

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund at https://www.sco.ca.gov/search_upd.html for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Title	Daniella Lopez - Settlement Agreement
File name	Lopez_v._Aromas_-...tion_version_.pdf
Document ID	fd37d634504caf08f83db0404f8c83c86a331bec
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

06 / 13 / 2025
11:40:55 UTC-7

Sent for signature to Daniella Lopez (disabel0413@gmail.com) and Roman Otkupman (roman@olfla.com) from rotkupman@gmail.com
IP: 76.32.214.243



VIEWED

06 / 13 / 2025
11:41:06 UTC-7

Viewed by Daniella Lopez (disabel0413@gmail.com)
IP: 98.154.111.26



SIGNED

06 / 13 / 2025
11:42:54 UTC-7

Signed by Daniella Lopez (disabel0413@gmail.com)
IP: 98.154.111.26



VIEWED

06 / 13 / 2025
15:10:08 UTC-7

Viewed by Roman Otkupman (roman@olfla.com)
IP: 71.83.192.209



SIGNED

06 / 13 / 2025
15:10:18 UTC-7

Signed by Roman Otkupman (roman@olfla.com)
IP: 71.83.192.209



COMPLETED

06 / 13 / 2025
15:10:18 UTC-7

The document has been completed.