SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement ("Agreement") of claims brought under the California Private Attorneys General Act, (Cal. Lab. Code § 2698 *et seq.*), is made and entered into between Plaintiff Nancy Murillo, acting in her capacity as a private attorneys general for the California Labor and Workforce Development Agency ("Plaintiff"), and Defendants Doshi & Associates and Dipak P. Doshi ("Defendants").

I. DEFINITIONS

The following terms, when used in this Settlement, will have the following meanings:

1. "Action" means the lawsuit entitled *Nancy Murillo vs. Doshi & Associates, Incorporated, et al.* filed in the Orange County Superior Court, Case No. 30-2022-01272018-CU-OE-CXC.

2. "Aggrieved Employees" means current and former non-exempt employees who worked as administrative assistants (approximately 13) for Defendants in California from May 9, 2021, to the present, and continuing through the date that the Court enters an order approving this Settlement.

3. "Defendants" means Doshi & Associates and Dipak P. Doshi.

4. "Defense Counsel" means Eric J. Erickson and Catherine T. Phan of Lewis Brisbois Bisgaard, and Smith, LLP.

5. "Court" means the Superior Court of California, County of Orange.

6. "Approval Date" means the date on which the Court has entered an Order approving this Settlement.

7. "Individual Settlement Payment" means the amount to be paid to each Aggrieved Employee based on the formula described herein.

8. "LWDA" means the California Labor and Workforce Development Agency.

9. "Maximum Settlement Amount" is the gross amount of Nineteen Thousand dollars ($19,000.00), which includes all Individual Settlement Payments, payment to the LWDA, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expense Payment.

10. "Net Settlement Amount" is Maximum Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual Settlement Payments.

11. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

12. "PAGA Period" means the time period from May 9, 2021 to the date that the Court enters an order approving this Settlement.

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

14. "Parties" means Plaintiff and Defendants.

15. "Plaintiff" means Nancy Murillo.

16. "PAGA Counsel" means Kunal Jain, and James Hanger of Jain Law Offices, P.C.

17. "PAGA Notice" means Plaintiff's May 9, 2022 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

18. "Released Parties" shall mean Defendants and each of Defendants' past, present and future parent companies, subsidiaries, affiliates, principals, and any other person, corporation, association or partnership responsible or potentially responsible for any claims made or that could have been made in the Action, and the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, and successors and assigns of any of the foregoing.

19. "Settlement Administrator" means Simpluris, ILYM Group, Inc., or any other administrator mutually agreed upon in writing by the Parties.

20. "Settlement Administration Expenses Payment" means the amount the Administrator will be paid from the Maximum Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

II. <u>RECITALS.</u>

1. <u>WHEREAS</u>, Plaintiff contends she was employed by Defendants during the alleged "PAGA Period" defined between March 9, 2021 and the date the Court in the Action grants Preliminary Approval of this settlement;

2. <u>WHEREAS</u>, on_or about May 9, 2022, Plaintiff sent a notice letter to the California Labor and Workforce Development Agency ("LWDA"), and Defendants, advising of her intent to assert claims against Defendants under the California Private Attorneys' General Act ("the Notice").

3. <u>WHEREAS</u>, on_or about July 27, 2022, Plaintiff filed this Action with the Court asserting the following causes of action on an individual basis and under PAGA: (1) Failure to Pay Minimum Wages; (2) Liquidated Damages; (3) Failure to Pay Overtime Wages; (4) Failure to Provide Rest Periods; (5) Failure to Indemnify Plaintiff for Business Expenses; (6) Failure to Provide Accurate Wage Statements; (7) Statutory Penalties Pursuant to Labor §§204 and 210; (8)

Waiting Time Penalties; (9) Violations of Cal. Bus. & Prof. Code §17200; and (10) Violation of PAGA.

4. WHEREAS, Defendants deny Plaintiff's asserted claims, and there has been no determination in favor of Plaintiff on the merits regarding the claims asserted in the Action. Defendants do not admit liability by entering into this Agreement, and this Agreement and payment should not be construed as any admission of liability for wages or penalties. There are no wages concededly due to any employee, however, because Plaintiff in this lawsuit has alleged there are unpaid wages owing to Plaintiff and other current and former employees of the Defendants, there is a bona fide dispute regarding whether there are any wages owed. In order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve any and all claims, known and unknown, asserted and unasserted, which Plaintiff have or may have against the Defendants as of the date of execution of this Agreement.

5. WHEREAS, nothing in this Settlement will be construed to be an admission by Defendants of any liability or wrongdoing as to Plaintiff, Aggrieved Employees, or any other person, and Defendants specifically and expressly disclaim any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not, and may not be, cited or admitted as evidence of liability.

6. WHEREAS, on July 9, 2024, the Parties mediated this Action with neutral Henry Bongiovi and reached a settlement;

7. NOW, THEREFORE, in consideration of the promises in this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS.

1. No Admission of Liability. It is understood and agreed by Plaintiff that this Agreement represents a compromise and settlement for various matters and that the promises and payments and consideration of this Agreement shall not be construed to be an admission of any liability by Released Parties. Plaintiff further agree that this Agreement cannot be used as evidence, nor can it be referred to or relied upon, in any arbitration, administrative, court, or legal proceeding (other than to seek court approval of this Agreement, enforce the terms of this Agreement or as required by a valid court order). Defendants disclaim and deny any liability, obligation, or responsibility to Plaintiff whatsoever.

2. Maximum Settlement Amount. In consideration for the release as described in Sections III.4 and subject to court approval of this Agreement, Defendants agree to pay a gross amount of $19,000.00 as the Maximum Settlement Amount subject to the following terms and conditions.

a. PAGA Counsel's Fees. The Parties agree that up to one third (1/3) of the Maximum Settlement Amount, approximately $0, will be allocated to the payment of the attorneys' fees incurred by Plaintiff in the Action. Defendant will not oppose any request for attorneys' fees so long as it does not exceed this threshold. This amount shall come from, and shall not be in addition to, the Maximum Settlement Amount. Should the Court approve less than the amount provided for in this Paragraph, said reduced approval amount shall not be cause to invalidate the Agreement;

b. PAGA Counsel's Costs. Plaintiff shall also be entitled to reimbursement for all litigation costs she actually incurred in the Action, in an amount not to exceed $4,590. This amount shall come from, and shall not be in addition to, the Maximum Settlement Amount. Should the Court approve less than the amount provided for in this Paragraph, said reduced approval amount shall not be cause to invalidate the Agreement;

c. Administration Costs. The Parties agree that up to $3,000 of the Settlement Sum shall be used to pay the settlement administration fees of a third-party administrator. The costs of the Administrator shall be paid from, and shall not be in addition to, the Settlement Sum;

d. PAGA Allocation. The Net Settlement Amount will be distributed as required by that statute. Specifically, twenty-five percent (25%) of the Net Settlement Amount (i.e. $2,852.50) will be distributed to the PAGA Members and seventy-five percent (75%) of the Net Settlement Amount (i.e. $8,557.50) will be distributed to the LWDA. These amounts shall come from, and shall not be in addition to, the Maximum Settlement Amount. Should the Court approve less than the amount provided for in this Paragraph, said reduced approval amount shall not be cause to invalidate the Agreement;

e. The PAGA Members' share of the PAGA allocation shall be divided among them on a pro rata basis based on the number of pay periods they worked during the PAGA Period. Specifically, the amount each PAGA Member is entitled to receive will be determined by the Administrator by taking the number of pay periods each individual PAGA Member worked during the PAGA Period and dividing that by the total number of pay period the PAGA Members worked as a whole during the PAGA Period, and multiplying that fraction by the PAGA Members' share of the PAGA allocation;

3. Payment of Maximum Settlement Amount. Within 15 days (15) calendar days after the Approval Date of this Agreement, Defendants shall deposit the Maximum Settlement Amount ($19,000.00) into a QSF account established by the Administrator. For purposes of counting the deadline established by this section, court approval may be by way of minute order, order from the bench, or by signed approval order, whichever is earlier.

4. PAGA Released Claims. In consideration for the payments awarded pursuant to the terms of this Settlement, Plaintiff, in her capacity as private attorneys general, acting on behalf of herself, the State of California, and the Aggrieved Employees, hereby release and forever discharge the Released Parties from any and all claims under PAGA that were alleged or which could have been alleged in the Action based on the Notice including, but not limited to, claims arising from any alleged failure to pay wages, failure to pay minimum wages, failure to pay overtime wages, failure to pay meal period wages, failure to pay rest period wages, failure to provide rest breaks, failure to provide meal periods, failure to provide accurate wage statements,

failure to pay wages upon separation, waiting time penalties, failure to keep payroll records, successor liability, violations of the California Industrial Welfare Commission's ("IWC's") Wage Orders, violations of California Labor Code §§201, 202, 203, 204, 206, 210, 218.6, 226, 226.7, 246, et seq., 351, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2800, and 2802, and all claims for costs, attorney's fees, and civil penalties related thereto. This release shall not extend to any claims outside of the PAGA Period.

5. No Right to Opt-Out. The Parties agree that PAGA Members have no statutory right to opt out of this release.

6. Court Approval of Settlement. Plaintiff and Plaintiff's counsel shall file an unopposed motion or joint stipulation, at Plaintiff's discretion, seeking approval of this Agreement after this Settlement Agreement is fully executed by the Parties. Defendants agree to cooperate with Plaintiff in these efforts so that the motion seeking preliminary approval is filed in a timely manner.

7. Declaration. Defendants agree to provide a Declaration stating that as of January 2023, Defendants amended and revised their employment policies and practices such that any presumed PAGA violations as alleged in this matter would have ended at that time.

IV. ADMINISTRATION OF SETTLEMENT

1. Settlement Administrator. The Parties agree to use either Simpluris or ILYM Group, Inc. to handle the administration of this Settlement.

2. Administration and Distribution Method. Subject to court approval, the timelines and methods for the administration of this Agreement shall be as follows:

a. Within fourteen (14) calendar days after the Approval Date, Defendants will provide the Settlement Administrator with contact information for the Aggrieved Employees necessary to identify and locate the PAGA Members and process payments. This information may include, but may not be limited to, the PAGA Members' names, dates of employment, last known addresses, last know phone numbers, social security numbers, and any other information required to effectuate the Agreement. Because Social Security or tax identification numbers are included in the list, the Settlement Administrator will maintain the list securely and in confidence, and access will be limited to those with a need to use the list as part of the administration of the Settlement.

b. Within fourteen (14) business days of receiving the Aggrieved Employees' information from Defendants, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the Individual Settlement Payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator will obtain approval from all counsel for the Parties of the calculations before mailing Individual Settlement Payments.

c. Within five (5) business days of receiving approval from all counsel for the Parties of the calculation of Individual Settlement Payments for all Aggrieved Employees,the

Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses.

d. Within fourteen (14) calendar days after receiving approval from all counsel for the Parties of the calculation of Individual Settlement Payments for all Aggrieved Employees, the Settlement Administrator will mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as Exhibit B, in English, along with the Individual Settlement Payments to all Aggrieved Employees via First-Class U.S. Mail.

e. Each Individual Settlement Payment will be deemed 100% penalties and reported using an IRS Form 1099-MISC. Checks will remain negotiable for one hundred eighty (180) days from the date they are mailed by the Settlement Administrator. After this time period, any uncashed check(s) will be cancelled and the funds associated with such cancelled checks will be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure, § 1500 et seq. in the names of the Aggrieved Employees who did not cash their settlement checks until such time as they claim their property.

f. Undeliverable Letters. The Settlement Administrator will exercise its best judgment to determine the current mailing address for each Aggrieved Employee. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a Skip-Trace or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will perform a re-mailing.

g. Defendants fully discharges their obligations to those Aggrieved Employees to whom an Individual Settlement Payment will be paid through the Settlement Administrator's initial mailing of a check, regardless of whether such checks are actually received and/or negotiated by Aggrieved Employees. Aggrieved Employees will not have any right to opt-out or object to this Settlement.

h. Payment of Remainder. Within five (5) calendar days of Defendants' deposit of the Maximum Settlement Amount, the Settlement Administrator will issue any Court-approved attorneys' fees and costs to Plaintiff's Counsel and will simultaneously distribute Court-approved administration costs to the Settlement Administrator.

Within twenty-one (21) calendar days of Defendants' deposit of the Maximum Settlement Amount, the Settlement Administrator will issue the 75% share of the Net Settlement Fund to the LWDA.

3. Accounting. The Settlement Administrator will provide an accounting declaration under oath to the Parties of the amounts paid from the Settlement as soon as practicable after the check cashing deadline.

4. Tax Consequences. Individual Settlement Payments made under this Settlement will be attributed 100% as penalties and paid via IRS Form 1099-MISC issued to each Aggrieved Employee. Neither Plaintiff nor Defendants, nor counsel for either of the Parties, makes any

representations or warranties with respect to tax consequences of any payment under this Settlement.

V. CONTINUING JURISDICTION OF THE COURT

1. 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.

VI. ADDITIONAL PROVISIONS

1. Non-Publicity. The Parties agree that no Party will issue any press release nor other public representation regarding the Settlement other than as necessary to obtain Court approval and effectuate the terms of the Settlement. The Parties and their counsel agree that they will not initiate or have any contact with the press, respond to any press inquiry, or have any communication with the press about this case.

2. Attorneys' Fees and Costs. Except as otherwise set forth in this Agreement, the Parties agree that each shall bear their own respective attorneys' fees and costs incurred in this Action, with the exception of any, dispute regarding the payment of the Settlement Sum. In the case of a dispute regarding the payment of the Settlement Sum, the prevailing party shall be entitled to recover their attorneys' fees and costs.

3. Enforcement. This Agreement is made and is enforceable in accordance with the provisions of California Code of Civil Procedure section 664.6 and that Parties agree that the Court shall retain jurisdiction for that purpose to effectuate the terms of this Agreement and after entry of judgment in this Action. This Agreement shall be admissible in any proceeding for its enforcement in accordance with sections 1118 and 1123 of the California Evidence Code.

4. Attorney Liens. Plaintiff represents and warrants that all legal expenses, bills, costs or contingency fee agreements resulting from or arising out of the representation of Plaintiff in relation to the Action are Plaintiff's responsibility to pay, and that any liens based on any legal expenses, bills, costs or contingency fee agreements incurred as a result of the Action will be satisfied by the incurring party. Defendants represent and warrant that all legal expenses, bills, costs or contingency fee agreements resulting from or arising out of the representation of Defendants in relation to the Action are Defendants' responsibility to pay, and that any liens based on any legal expenses, bills, costs or contingency fee agreements incurred as a result of the Action will be satisfied by the incurring party.

5. Governing Law. This Settlement will be construed under and governed by the laws of the State of California, without regard to choice of law principles. All questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement will be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it will be brought in the Superior Court of California, County of Orange.

6. Complete Agreement. The Parties each acknowledge and represent that no promise or representation not contained in this Settlement has been made to them and acknowledge and represent that this Settlement contains the entire understanding between them with respect to the PAGA claims asserted in the Action and contains all terms and conditions pertaining to the compromise and settlement of the PAGA Claims.

7. No Pending Matters. The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

8. Amendment or Modification. This Settlement may be amended or modified only by a written instrument, signed by the Parties or their successors-in-interest or counsel for the Parties.

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

10. Execution and Counterparts. This Settlement is subject only to the execution of the Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

11. Severability. If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

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

13. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

14. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

15. Cooperation and Execution of Necessary Documents. The Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement. The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to seek the Court's approval of this Agreement are timely filed.

16. Conditional Nature. This Agreement and all associated exhibits or attachments are made for the sole purpose of settling the Notice, Action, and the Asserted Claims. This Agreement and the settlement it evidences are made in compromise of disputed claims. Because the Action was pled as a PAGA representative action, this Agreement must receive approval by the Court. Accordingly, the Parties enter into this Agreement and the associated settlement on a conditional basis. If the Court does not enter an order approving of the Agreement, resulting in the dismissal of the entire Action, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever, and the negotiation, terms, and entry of the Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

IN WITNESS THEREOF, the Parties to this Settlement each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:

ACKNOWLEDGED AND AGREED BY THE PARTIES:

DATED: January 17, 2025

NANCY MURILLO

Signed by:
Nancy Murillo
6A99FEA6C78B450

By: NANCY MURILLO

Dated: 2-18-, 2025

DOSHI & ASSOCIATES, INCORPORATED

By: DIPAK P DOSHI

(Title) DIRECTOR

Dated: 2-18-, 2025

DIPAK P. DOSHI

EXHIBIT A

<<Date>>

NOTICE RE: COURT APPROVED SETTLEMENT & YOUR SETTLEMENT PAYMENT

Re: *Nancy Murillo vs. Doshi & Associates, Incorporated, et al.* Case No. 30-2022-01272018-CU-OE-CXC in Superior Court of California, County of Orange.

Dear <<Name>>:

In connection with a court-approved settlement between Nancy Murillo, Doshi & Associates and Dipak P. Doshi and the State of California, for claims alleged pursuant to California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.* the enclosed check in the amount of $_____ is your share of the settlement.

The settlement check for $________ represents penalties and will be reported on an IRS Form 1099. The settlement check is valid for _____ days from the date of mailing. Funds attributable to any uncashed check will be sent to the State Controller's Office Unclaimed Property Fund.

If you have any questions concerning this Settlement, please contact the Settlement Administrator at _______________. PLEASE DO NOT CONTACT THE COURT.

EXHIBIT B

[PAGA Notice behind this page]