

# EXHIBIT A

**PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE §§ 2698, ET SEQ.)**  
**SETTLEMENT AGREEMENT AND RELEASE**

This Private Attorneys General Act (“PAGA”) Settlement Agreement and Release (“Agreement”) is made by and between Plaintiff Debra Schipani (“Plaintiff”), acting in a private attorney general capacity, and APFS, LLC (“APFS”).

This Agreement, and the settlement embodied herein, shall be binding on Plaintiff, the PAGA Employees she represents, the State of California, and APFS, subject to the approval of the Court. If for any reason the Court does not approve the settlement, then the Agreement shall be automatically void and vacated.

**I. DEFINITIONS**

The following terms, when used in this Agreement, shall have the following meanings:

1. **“Action”** means the lawsuit entitled *Debra Schipani v. APFS, LLC, dba Addison Professional Financial Search*, filed on March 17, 2025 in the Superior Court of the State of California for the County of San Francisco, Case No. CGC-25-623366, and all complaints filed therein; and the LWDA Notice.
2. **“Complaint”** means all complaints filed in the Action.
3. **“Court”** means the Superior Court of California for the County of San Francisco.
4. **“Defendant”** or **“APFS”** means APFS, LLC.
5. **“Defense Counsel”** means McGuire Woods LLP. For purposes of providing any notices required under this Agreement, Defense Counsel shall refer to Michael R. Phillips (mphilips@mcguirewoods.com), Andrew W. Russell (arussell@mcguirewoods.com), and Melissa M. Weiss (mweiss@mcguirewoods.com).
6. **“Effective Date”** means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; or (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.
7. **“Individual PAGA Payment”** means the amount to be paid to each PAGA Employee based on the formula described herein.
8. **“Labor Code”** means the California Labor Code.
9. **“LWDA”** means the California Labor and Workforce Development Agency.
10. **“LWDA Notice”** means the written notices provided by Plaintiff to the California Labor and Workforce Development Agency and LWDA and APFS on January 9, 2025, and any amendments thereto.

11. **“Gross Settlement Amount”** is the non-reversionary sum of Twenty Five Thousand and Zero Cents (\$25,000.00), which represents the total amount payable under this Settlement including, without limitation, payments to all PAGA Employees (35%), payment to the LWDA (65%), payment of Plaintiff’s attorneys’ fees and costs, the Service Award, and payment of Settlement Administration Costs. In no event shall APFS, absent their further agreement, be obligated to pay more than the Gross Settlement Amount under this Agreement.

12. **“PAGA”** means the California Labor Code Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*

13. **“PAGA Employee(s)”** shall mean all current and former employees of APFS who worked in the State of California in recruiting positions and were classified as exempt employees during the PAGA Period (up to 50 employees).

14. **“PAGA Period”** means the period from January 9, 2024 through the present.

15. **“PAGA Released Claims”** mean any and all claims under the Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.*, that were or could have been asserted based on the facts alleged in the Action, regardless of theory of liability, including any claims for misclassification, failure to pay overtime wages, failure to pay minimum wage, failure to provide meal periods, failure to provide rest periods, failure to pay all wages upon termination, failure to provide accurate wage statements, and failure to timely pay wages during employment; and claims under the applicable Wage Orders and California Labor Code §§ 201-203, 204, 210, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1195, 1197, and 1198, and 1199, and California Code of Civil Procedure § 1021.5.

16. **“Plaintiff”** means Debra Schipani, individually, and in her capacity as representative of the State of California on behalf of the other PAGA Employees.

17. **“Plaintiff’s Counsel”** means Olivia Beale, Josephson Dunlap LLP, 5847 San Felipe, Suite 2400, Houston, Texas 77057.

18. **“Released Parties”** means APFS, LLC; and its officers, owners, members, and employees.

19. **“Settlement Administration Costs”** means the amount the Settlement Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s bid.

20. **“Settlement Administrator”** means ILYM Group, Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement. The Settlement Administrator shall be responsible for sending notices and for calculating settlement payments specified in the Agreement and preparing all checks and mailings.

21. **“Service Award”** means any payment that the Court awards to Plaintiff for service as the named plaintiff in the Action.

22. **“Settlement”** means the disposition of this Action alleging claims under PAGA effected by this Agreement.

## **II. RECITALS**

1. On January 9, 2025, Plaintiff sent written notice to the LWDA and APFS notifying them of alleged violations of the Labor Code.

2. On or about March 17, 2025, Plaintiff filed her complaint on behalf of the State of California and Aggrieved Employees in San Francisco County Superior Court, Case No. CGC-25-623366. The complaint claims that Defendant violated the PAGA by, among other things misclassifying employees in working in the State of California as exempt and (1) failing to pay overtime wages, (2) failing to pay minimum wage, (3) failing to provide meal periods, (4) failing to authorize and permit rest periods, (5) failing to pay all wages upon termination, (6) failing to provide accurate wage statements, and (7) failing to timely pay wages during employment.

3. On April 14, 2025, Defendant filed its answer to Plaintiff's complaint denying, generally and specifically, each and every allegation asserted therein.

4. During the Action, Defendant provided Plaintiff with information and documents, including relevant company policies, time records, payroll records, and wage statements for Plaintiff and the PAGA Employees. The exchange of information and documents was comprehensive and enabled the parties to sufficiently assess the strengths and weaknesses of their respective positions during arms-length negotiations at mediation.

5. On July 9, 2025 the Parties reached a global settlement which fully and finally resolved the PAGA Released Claims as to Plaintiff and PAGA Employees as well as related claims against Defendant pending in other states.

6. Based on their own independent investigations and evaluations, Plaintiff and Plaintiff's Counsel are of the opinion that the settlement for the consideration and on the terms set forth in this Agreement is genuine and meaningful, consistent with the underlying purpose of the PAGA, and is in the best interests of Plaintiff and the PAGA Employees, in light of all known facts and circumstances and the risks inherent in litigation.

7. Defendant denies and/or has denied all the allegations in the Action and further denies that Defendant has committed and/or is liable for any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind. Defendant further denies that, for any purpose other than settling this matter, this Action is appropriate for representative treatment. During this Action, Defendant maintained, among other things, that it has complied with California law in all aspects.

8. The Parties desire to settle, compromise, and avoid litigation relating to the claims described in the pleadings in the Action, and have agreed to settle the Action upon the terms and conditions and for the consideration set forth in this Agreement.

## **III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT**

**THEREFORE**, in consideration of the mutual covenants, promises, conditions, and agreements contained herein, and to avoid the uncertainty, risks, costs, and delays associated with further litigation, the Parties agree and covenant as follows:

1. **Non-Admission**. Nothing in this Settlement shall be construed to be an admission by Plaintiff that her claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, PAGA Employees or any other person, and Defendant specifically disclaims any such liability or wrongdoing. Plaintiff and Defendant have entered this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. Neither this Settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission, concession, or indication by or against Defendant of any unlawful conduct, fault, wrongdoing or liability whatsoever. Defendant specifically denies that it engaged in any unlawful or wrongful conduct against Plaintiff or the PAGA Employees.

2. **Gross Settlement Amount**. Defendant shall pay Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) as the Gross Settlement Amount in full satisfaction of the PAGA Released Claims of Plaintiff and PAGA Employees. Defendant shall pay the Gross Settlement Amount in accordance with the terms of the Settlement to a Qualified Settlement Fund within the timeframe specified herein.

3. **Net Settlement Amount**. The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and PAGA Employees:

a. **Plaintiff's Attorneys' Fees and Costs**. Defendant will not oppose Plaintiff's request for attorneys' fees in the amount of thirty three percent (33%) of the Gross Settlement Amount, which if approved would currently be Eight Thousand Two Hundred Fifty dollars (\$8,250.00) and costs incurred in prosecuting this Action, up to Two Thousand Two Hundred Thirty dollars (\$2,230.00). In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. If the Court does not approve an award of attorneys' fees equal to the requested amount, or the Court alters the payment methodology described herein, Plaintiff's Counsel agrees not to seek additional review of the Court's decision regarding attorneys' fees, and this Settlement will be enforceable. Approval of the Plaintiff's Attorneys' Fees and Costs is not a material term. The Settlement Administrator will pay the Plaintiff's Attorneys' Fees and Costs as noted above and will issue one or more IRS 1099 Forms reflecting the payments. Plaintiff's Counsel will be responsible for submitting all documents to support their request for attorneys' fees.

b. **Settlement Administration Costs**. Defendant will not oppose Settlement Administration Costs of up to Four Thousand Eight Hundred Fifty Dollars (\$4,850.00) for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. The Settlement Administrator shall report this payment on IRS Form 1099.

c. **Plaintiff's Service Award**. Defendant will not oppose a payment to Plaintiff in the amount of Two-Thousand and Five Hundred Dollars (\$2,500.00), which is in consideration for Plaintiff's service in the Action. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. Approval of the Plaintiff's Service Award is not a material term and the Court's approval of a lesser amount does not provide grounds to abrogate this Agreement. The Settlement Administrator shall report this payment on IRS Forms 1099.

4. **Allocation of Net Settlement Amount.** The Net Settlement Amount is approximately Seven Thousand One Hundred Seventy dollars (\$7,170.00) and shall be allocated between the LWDA and PAGA Employees pursuant to Labor Code Section 2699 as follows:

a. Sixty-Five Percent (65%) of this amount shall be paid to the LWDA and Thirty-Five Percent (35%) paid to the PAGA Employees as Individual PAGA Payments. Individual PAGA Payments shall be allocated among PAGA Employees based on each PAGA Employees proportionate share of pay periods worked during the PAGA Period. Each PAGA Employee's share of the Individual PAGA Payment will be allocated for tax purposes solely as Form 1099 income. The Settlement Administrator shall issue any necessary IRS Form 1099 to PAGA Employees for their respective Individual PAGA Payments.

5. **PAGA Release.** Upon the deposit of the Gross Settlement Amount in the Qualified Settlement Fund established by the Settlement Administrator, by operation of the Final Approval and Judgment, and except as to rights that this Agreement creates, each PAGA Employee—and each PAGA Employee's executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians— release and discharge the Released Parties from any and all PAGA Released Claims. As a result of this release, the PAGA Employees will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*, for any violations of the Released PAGA Claims that took place during the PAGA Period.

6. **Entry of Judgment.** Plaintiff shall submit a [Proposed] Order and Judgment which seeks the Court's approval of the Settlement and entry of judgment thereon, in accordance with the terms of the PAGA Settlement. The judgment will not release or bar any claims other than the PAGA Released Claims as to the PAGA Employees. Plaintiff shall provide the [Proposed] Order and Judgment to Defendant for review prior to filing.

7. **Appeal Rights.** The Parties hereby waive any right to appeal any judgment, ruling, or order based on this Agreement, including any Final Judgment. This waiver includes all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal or post-judgment proceeding. If an appeal is taken from the Judgment, then the time to consummate this Agreement (including making payments under the Agreement) will be suspended until the appeal is finally resolved.

#### IV. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

1. **Plaintiff's Responsibilities.** Plaintiff's Counsel will:

a. Prepare and deliver to Defense Counsel documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (l)(2) including: (i) a draft proposed Order approving the Settlement; and (ii) a signed declaration from Plaintiff's Counsel's firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), and this Agreement (Lab. Code, § 2699, subd. (l)(2))).

b. Finalize and file the application or motion for approval of this Settlement and obtain a prompt hearing date for the motion and appear in Court (remotely, if the Court so permits) to advocate in favor of the motion. Plaintiff's Counsel is responsible for delivering the Court's Order approving the Settlement to the Settlement Administrator.

c. Plaintiff's Counsel shall provide Defense Counsel a draft of the proposed Order approving the Settlement prior to filing for review and comment, and Plaintiff's counsel shall reasonably consider any such comments and edits.

2. **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, Plaintiff's Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, Plaintiff's Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns in order to obtain court approval of the Settlement in the amount agreed upon herein.

## V. **ADMINISTRATION OF SETTLEMENT**

1. **Settlement Administrator.** The Parties agree that ILYM Group, Inc. will manage the administration of this Settlement. The Parties have verified that ILYM Group, Inc., as a condition of appointment, agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Settlement Administration Costs. 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.

2. **Qualified Settlement Fund.** The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

3. **Settlement Administrator Duties.** The Settlement Administrator has a duty to perform or observe all tasks to be performed or observed by the Settlement Administrator contained in this Agreement or otherwise. The Settlement Administrator will, as necessary, print, copy, format, and translate materials, mail notices to PAGA Employees, perform a skip trace for undeliverable addresses, establish and maintain a QSF, obtain appropriate tax identification numbers, calculate Individual PAGA Payments, calculate taxes, prepare and file all required IRS Forms, mail Individual PAGA Payments and tax forms, establish a hotline telephone number for PAGA Employee communications, post notices regarding settlement on the Settlement Administrator's website, remit all tax payments and required documentation to federal and state taxing authorities, implement the process for any uncashed settlement checks, and perform all other duties associated with settlement administration, including, but not limited to, all those specified in this Agreement. Any dispute relating to settlement administration shall, after good-faith efforts by the Parties to resolve the dispute, be referred to the Court.

4. **Funding Obligation.** Within twenty (20) business days after the Effective Date, Defendant shall pay to the QSF the Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) Gross Settlement Amount.

5. **Payment Distribution.** The Settlement Administrator will distribute the following payments from the QSF based on the timing set forth in Section V.6b.

6. **Provision of Information for PAGA Employees.**

a. Within fifteen (15) business days after the Effective Date, Defendant shall provide to the Settlement Administrator the information specified in this section for PAGA Employees. Defendant will in good faith compile from their records a list of PAGA Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each PAGA Employee's full name, last known mailing address, last known telephone number, number of pay periods worked, and Social Security numbers (for purposes of issuance of IRS Forms 1099). Contemporaneously, Defendant shall provide Plaintiff's Counsel with the names of the PAGA Employees. To protect PAGA Employees' privacy rights, the Settlement Administrator and Plaintiff's counsel must maintain the PAGA Employee information in confidence, use the PAGA Employee information only for purposes of this Settlement and for no other purpose and restrict access to the PAGA Employee information to employees who need access to the PAGA Employee's data to effect and perform under this Agreement.

b. Within five (5) calendar days of receipt of this information, the Settlement Administrator will circulate to counsel for Plaintiff and Defendant a spreadsheet containing the Individual PAGA Payments to each PAGA Employee and the data used to calculate said payments. The Settlement Administrator shall obtain approval of the calculations from the Parties within five (5) calendar days after receipt of such information by counsel for the Parties. Within five (5) calendar days after such approval is received, the Settlement Administrator shall mail the Individual PAGA Payments.

7. **Explanatory Letter and Individual PAGA Payments.**

a. The Settlement Administrator will include copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as Exhibit A, in English, along with Individual PAGA Payments to all PAGA Employees via regular First-Class U.S. Mail. The Settlement Administrator shall conduct a National Change of Address Database ("NCOAD") as well as an Accurant®, or substantially similar, skip trace prior to mailing the Individual PAGA Payments and explanatory letter. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each PAGA Employee.

b. The amount to be received by each PAGA Employee, will be based on the formula set forth in Section III.4.a., *supra*. Checks will remain negotiable for 180 days and the face of each check shall prominently state the date when the check will be voided. Each Individual PAGA Payment shall be deemed penalties and reported by the Settlement Administrator using IRS Form 1099. It is understood and agreed that this is a non-reversionary settlement and that PAGA Employees are not required to submit a claim form to receive their settlement checks.

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

**8. Undeliverable Payments.**

a. For any check returned as non-deliverable on or before the check cashing deadline, the Settlement Administrator will within seven (7) days of receiving the returned check, re-mail the check via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will within seven (7) days of receiving the returned check, attempt to determine the correct address using another skip-trace or other search using the name, address or Social Security number of the PAGA Employee involved and will perform a single re-mailing. The Settlement Administrator need not take further steps to deliver checks to PAGA Employees whose re-mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a replacement check to any PAGA Employee whose original check was lost or misplaced, as requested by the PAGA Employee prior to the void date.

b. Defendant fully discharges its obligations to Plaintiff and the PAGA Employees through Defendant's payment of the Gross Settlement Amount to the QSF, regardless of whether checks are received and/or negotiated by PAGA Employees. Once Defendant has complied with its obligation to fund the Gross Settlement Amount, it will be deemed to have satisfied all terms and conditions under this Agreement, and Defendant shall be entitled to all protections afforded to them under this Agreement, regardless of what occurs with respect to the further administration of the Settlement, including any requests to be included as PAGA Employees, challenges to the completeness or accuracy of any PAGA Payment, or issues regarding the completeness or accuracy of pay period calculations or the settlement data. Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance will escheat to the California Controller's Office Unclaimed Property Fund in the name of the PAGA Employees to whom the checks were issued.

c. Neither Defendant nor Plaintiff, nor Defendant's counsel nor Plaintiff's counsel, shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

**9. Accounting.** The Settlement Administrator will provide an accounting under oath to Plaintiff's Counsel and Defense Counsel of the amounts paid from the Settlement prior to any final accounting hearing set by the Court, or in case no such hearing is required, no later than six (6) months after the Individual PAGA Payments have been disbursed, if requested by the Parties.

**10. Tax Consequences.** Neither Plaintiff, Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement. Nothing in this Settlement should be relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. PAGA Employee shall be solely responsible for paying all taxes due on their respective Individual PAGA Payments and shall indemnify and hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising because of the PAGA Employee's obligations with regard to the payments.

## VI. MISCELLANEOUS PROVISIONS

1. **Drafting.** The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Plaintiff nor Defendant shall be considered the "drafter" of this Settlement for purposes of having terms construed against that Party.

2. **No Press Release Or Publicity Regarding The Terms Of Settlement.** The terms of this Settlement shall remain confidential until the court approval paperwork is filed. Even after approval, Plaintiff and Plaintiff's Counsel, as well as Defendant and Defense Counsel, agree that they will not issue any media or press release, initiate any contact with the media or the press, respond to any media or press inquiry or have any communications with the media or the press about the fact, amount or terms of this Settlement. Plaintiff and Plaintiff's Counsel shall not publicize or refer to the fact or amount of the Settlement, on their websites, social media, any other marketing materials, or legal publication. Plaintiff's Counsel will not state on their websites, social media, any other marketing materials, or legal publications, that Defendant engaged in any act contrary to California law, or otherwise identify Defendant. Nothing in this Agreement, however, prevents PAGA Employees from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that they have reason to believe is unlawful, or discussing with any person or persons wages, hours or other terms and conditions of employment, nor from engaging in lawful protected activity with or on behalf of coworkers regarding same. Defendant shall be allowed to report the Settlement or results of this lawsuit if required to do so by public disclosure regulatory requirements or with respect to any financial or other disclosures which in their judgment are necessary.

3. **Case Information.** Plaintiff and Plaintiff's Counsel agree that none of the documents provided to them by Defendant shall be used for any purpose other than the settlement of this Action or enforcement thereof. Specifically, none of the documents provided shall be used to pursue any subsequent separate claims or litigation against Defendant or the Released Parties.

4. **Headings.** The descriptive heading of any section or paragraph of this Settlement Agreement is inserted for convenience of reference only and does not constitute a part of this Settlement.

5. **Successors.** This Settlement shall be binding upon and inure to the benefit of the Plaintiff and Defendant hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

6. **No Prior Assignments.** Plaintiff and Defendant 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 any portion of any liability, claim, demand, action, cause of action or right released and discharged by them in this Settlement.

7. **Governing Law.** This Settlement shall be construed under and governed by the laws of the State of California. All questions of validity, interpretation or performance of any of its terms or of any rights or obligations of Plaintiff and Defendant to this Settlement shall be governed by

California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it shall be brought in the State of California.

8. **Complete Agreement.** Plaintiff and Defendant 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 and contains all terms and conditions pertaining to the compromise and settlement of the PAGA Released Claims. This Settlement cannot be amended or modified except by a writing signed by the Parties hereto. All prior or contemporaneous agreements, understandings and statements, whether oral or written, whether express or implied, and whether by a party or its counsel, concerning this Settlement are merged herein. No oral or written representations, warranties or inducements have been made to any party concerning this Settlement or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

9. **Nullification of Settlement.** In the event that the Court does not approve the Settlement as provided herein or the Settlement does not become final for any other reason, then this Settlement and any documents generated to bring it into effect, will be null and void, and Plaintiff and Defendant will be returned to their original respective positions. Plaintiff and Defendant agree to cooperate regarding the preparation and execution of any documents necessary for effectuating this provision.

10. **Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

11. **Amendment or Modification.** This Settlement may be amended or modified only by a written instrument, signed by either Plaintiff and Defendant or their successors-in-interest or counsel for all Parties, and approved by the Court.

12. **Authorization to Enter into Settlement.** Counsel for Plaintiff and Defendant warrant and represent that they are expressly authorized by the party 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 court documents required to effectuate the terms of this Settlement. Plaintiff and Defendant and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If Plaintiff and Defendant 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, Plaintiff and Defendant may seek the assistance of the mediator and/or the Court to resolve such disagreement.

13. **Execution and Counterparts.** This Settlement is subject only to the execution of Plaintiff and Defendant. However, the Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including electronic signature and scanned copies of the signature page, will be deemed to be one and Plaintiff and Defendant, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

14. **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.

15. **Enforcement Action**. In the event that Plaintiff or Defendant institutes any legal action or other proceeding against any other party to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful party will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

16. **Mutual Preparation**. Plaintiff and Defendant 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 Plaintiff and Defendant, Plaintiff and Defendant have contributed to the preparation of this Settlement.

17. **Representation by Counsel**. Plaintiff and Defendant acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been reviewed in full and is executed knowingly and voluntarily.

18. **Cooperation and Execution of Necessary Documents**. Plaintiff and Defendant will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement. This includes, among other things, modifying the Settlement Agreement, submitting supplemental evidence and/or supplementing points and authorities as requested by the Court.

19. **Notice**. All notices, demands or other communications between Plaintiff and Defendant in connection with this Agreement will be in writing to the email addresses listed above for Plaintiff's Counsel and Defense Counsel and will be deemed to have been duly given as of the second business day after emailing the same.

20. **Binding Agreement**. Plaintiff and Defendant warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

21. **Denial of Liability**. Plaintiff and Defendant expressly recognize that the making of this Settlement does not in any way constitute an admission or concession of wrongdoing on the part Defendant. The Parties agree that representative treatment is for purposes of this Settlement only and that entering this Settlement is not an admission of any kind. If for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions, or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by Plaintiff or Defendant to, nor will any of the foregoing constitute, be an admission. This Agreement may not be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any

federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement may be used in any Court proceeding that has as its purpose the interpretation, implementation or enforcement of the Settlement or any orders or judgments of the Court entered in connection therewith.

**IN WITNESS THEREOF**, the parties hereto 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.

Dated: 05/23/2026

**PLAINTIFF**

By:  Debra Schipani (May 23, 2026 06:26:55 PDT)  
Debra Schipani

**APFS, LLC**

Dated: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement may be used in any Court proceeding that has as its purpose the interpretation, implementation or enforcement of the Settlement or any orders or judgments of the Court entered in connection therewith.

**IN WITNESS THEREOF**, the parties hereto 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.

Dated: \_\_\_\_\_

**PLAINTIFF**

By: \_\_\_\_\_  
Debra Schipani

**APFS, LLC**

Dated: 5/20/2026

Collin T. Cueny

By: Collin T. Cueny

Its: Sr. Employment Counsel

# Exhibit A

Dear [NAME]:

The enclosed check is your proportional share of the settlement payment in the California Private Attorneys General Act (“PAGA”) lawsuit titled *Debra Schipani v. APFS, LLC dba Addison Professional Financial Search*, filed on March 17, 2025 in the Superior Court of the State of California for the County of San Francisco, Case No. CGC-25-623366. You are receiving this check because you worked for APFS, LLC within the state of California at some point between January 9, 2024 through the present. It is important to note that APFS, LLC denies all claims and allegations in the lawsuit and that no court has found that the company did anything wrong or violated any laws. Rather, to avoid further costs and time in defending the lawsuit, APFS, LLC has settled the lawsuit, and the Court has approved the settlement and release of the PAGA claims.

This settlement releases claims for civil penalties under the PAGA, but does not release other claims. Enclosed you will also find an IRS Form 1099 for 100% of this payment, which represents civil penalties only. Please cash or deposit the check on or before its printed void date. Checks will not be re-issued after the void date.

If you have any questions about this payment, contact ILYM Group, the Settlement Administrator at XX. Please note that we cannot provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.