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6 on behalf of himself and all others similarly situated

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11 RICHARD GRANT

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF ORANGE**

14
15
16 NIRAJIN POUDEL, an individual and on
behalf of all others similarly situated,

17 Plaintiff,

18 v.

19 MOBILENET SERVICES, INC., a California
20 corporation; RICHARD GRANT, an
individual residing in California; and DOES 1
21 through 100, inclusive,

22 Defendants.
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27
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CASE NO.: 30-2022-01276271-CU-OE-CXC
RELATED CASE: 30-2022-01284924-CU-
OE-CXC

[Assigned for all purposes to Hon. Melissa R.
McCormick, Dept. CX105]

**SECOND AMENDMENT TO CLASS AND
PAGA SETTLEMENT AGREEMENT**

1 Pursuant to this Court’s May 14, 2026, Order continuing the hearing on plaintiff NIRAJIN
2 POUDEL’s (“Plaintiff’s”) Motion for Preliminary Approval of Class and Representative Action
3 Settlement and Provisional Class Certification for Settlement Purposes Only, Plaintiff and
4 defendants MOBILENET SERVICES, INC. and RICHARD GRANT (“Defendants”) hereby agree
5 to the following Second Amendment to Class and PAGA Settlement Agreement:

6 1. This Second Amendment to Class and PAGA Settlement Agreement supersedes and
7 replaces the Amendment to Class and PAGA Settlement Agreement executed by Plaintiff and
8 Defendants (collectively, the “Parties”) on or around April 30, 2026. The Class and PAGA
9 Settlement Agreement as modified by this Second Amended to Class and PAGA Settlement
10 Agreement shall constitute the entire agreement between the Parties relating to the Settlement.

11 2. Paragraph 1.12. of the Class and PAGA Settlement Agreement shall be modified to
12 now state:

13 1.12. “Class Period” means the period from August 22, 2018, through January 22,
14 2026.

15 2. Paragraph 1.41. of the Class and PAGA Settlement Agreement shall be modified to
16 now state:

17 1.41. “Released Parties” means: MobileNet Services, Inc., and its owners, parents,
18 subsidiaries, officers, directors, members, managers, employees, predecessors,
19 successors, and assigns, including Richard Grant.

20 3. Paragraph 1.43. of the Class and PAGA Settlement Agreement shall be modified to
21 now state:

22 1.43. “Response Deadline” means sixty (60) days after the Administrator mails
23 Notice to Class Members and Aggrieved Employees, and shall be the last date on
24 which Class Members may: (a) mail Requests for Exclusion from the Settlement; (b)
25 mail his or her Objection to the Settlement; or (c) mail Challenges to Calculation of
26 Workweeks. Class Members to whom Notice Packets are resent after having been
27 returned undeliverable to the Administrator shall have an additional 15 days beyond
28 the Response Deadline has expired.

1 4. Paragraph 2.12. of the Class and PAGA Settlement Agreement shall be modified to
2 now state:

3 2.12. As part of this Agreement, the Parties further agree to stipulate to Plaintiff
4 filing a First Amended Complaint in the Class Action that effectively consolidates
5 the allegations of the Class Action and PAGA Action within the Class Action for the
6 purpose of settlement approval. Upon the acceptance of the First Amended
7 Complaint in the Class Action, Plaintiff shall dismiss the PAGA Action without
8 prejudice. The First Amended Complaint shall be the operative complaint in the
9 Class Action (hereinafter, the “Action”).

10 5. Paragraph 3.2.1. of the Class and PAGA Settlement Agreement shall be modified to
11 now state, in relevant part:

12 3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not more
13 than \$5,000.00 in addition to any Individual Class Payment and any Individual
14 PAGA Payment Plaintiff is entitled to receive as a Participating Class Member.

15 6. Paragraph 3.2.2. of the Class and PAGA Settlement Agreement shall be modified to
16 now state, in relevant part:

17 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty
18 percent (30%) of the Gross Settlement Amount, which, unless escalated pursuant to
19 Paragraph 8.1 of this Agreement, is currently estimated to be \$120,000.00 and a Class
20 Counsel Litigation Expenses Payment of not more than \$40,000.00.

21 7. The first paragraph under the section heading “5. RELEASE OF CLAIMS” on page
22 13 of the Class and PAGA Settlement Agreement shall be modified to now state:

23 Effective upon entry of Judgment, the Order granting Final Approval of this
24 Settlement, and on the date when Defendants fully fund the entire Gross Settlement
25 Amount and fund all employer payroll taxes owed on the Wage Portion of the
26 Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and
27 Class Counsel will release claims against all Released Parties as follows):
28

1 8. Paragraph 7.6. of the Class and PAGA Settlement Agreement shall be modified to
2 now state:

3 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60
4 days after the Administrator mails the Class Notice (plus an additional 15 days for
5 Class Members whose Class Notice is re-mailed) to challenge the number of Class
6 Workweeks allocated to the Class Member in the Class Notice. The Class Member
7 may challenge the allocation by filling out and mailing the “Workweek Dispute”
8 form attached hereto as Exhibit “C” to the Administrator. The Administrator must
9 encourage the challenging Class Member to submit supporting documentation. In
10 the absence of any contrary documentation, the Administrator is entitled to presume
11 that the Workweeks contained in the Class Notice are correct so long as they are
12 consistent with the Class Data. The Parties shall file with the Court all disputes
13 submitted by Class Members, the evidence submitted, and the resolutions of the
14 disputes. Although the Settlement Administrator may make the initial decision
15 regarding claim disputes, the Court may review any decision made by the Settlement
16 Administrator regarding a claim dispute.

17 9. Paragraph 7.8.4. of the Class and PAGA Settlement Agreement shall be modified to
18 now state:

19 7.8.4. Workweek Challenges. The Administrator has the authority to address and
20 make decisions consistent with the terms of this Agreement on all Class Member
21 challenges over the calculation of Workweeks. The Administrator shall notify
22 Defense Counsel and Class Counsel of their decision regarding a Class Member’s
23 challenge, and the Court may review any such decisions made by the Administrator.

24 10. Paragraph 8.1. of the Class and PAGA Settlement Agreement shall be modified to
25 now state:

26 8.1 Increase in Workweeks. Defendants represent that there are no more than
27 11,000 Workweeks worked during the Class Period. In the event the number of
28 Workweeks worked increases by more than 10%, (i.e. an additional 1,100

1 Workweeks worked for a total of 12,100 Workweeks), then the Gross Settlement
2 Amount shall be increased proportionally by the Workweeks worked in excess of
3 12,100 multiplied by the Workweek Value. The Workweek Value shall be calculated
4 by dividing the Gross Settlement Amount by \$400,000 and thus, the Parties agree
5 that the Workweek Value amounts to, and the settlement amounts, to \$36.36 per
6 Workweek. (\$400,000 / 11.000 Workweeks.) Thus, for example, if there are 12,500
7 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased
8 by \$14,545 ([12,500 Workweeks — 12,100 Workweeks] x \$36.36 Workweek). Any
9 amounts payable pursuant to this Escalator Clause shall be made on May 1, 2027, or
10 sixty (60) days after Final Judgment is entered by the Court, whichever is later.

11 **IT IS SO AGREED:**

12
13 Dated: 09/17/2026

Nirajan Poudel

NIRAJAN POUDEL
Plaintiff

14
15
16 Dated: _____

MOBILENET SERVICES, INC.
Defendant

17
18 By: _____

19 Its: _____

20 **AGREED AS TO FORM:**

21 Dated: 9/17/26

David D. Bibiyan

DAVID D. BIBIYAN
VEDANG J. PATEL

22
23 Attorneys for Plaintiff NIRAJAN POUDEL
and all others similarly situated and aggrieved

24
25
26 Dated: _____

STEVEN A. FINK

Attorneys for Defendants MOBILENET
SERVICES, INC. and RICHARD GRANT

Workweeks worked for a total of 12,100 Workweeks), then the Gross Settlement Amount shall be increased proportionally by the Workweeks worked in excess of 12,100 multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the Gross Settlement Amount by \$400,000 and thus, the Parties agree that the Workweek Value amounts to, and the settlement amounts, to \$36.36 per Workweek. (\$400,000 / 11,000 Workweeks.) Thus, for example, if there are 12,500 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$14,545 ([12,500 Workweeks — 12,100 Workweeks] x \$36.36 Workweek). Any amounts payable pursuant to this Escalator Clause shall be made on May 1, 2027, or sixty (60) days after Final Judgment is entered by the Court, whichever is later.

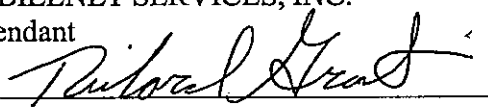
IT IS SO AGREED:

Dated: _____

NIRAJIN POUDEL
Plaintiff

Dated: 9-16-2026

MOBILENET SERVICES, INC.
Defendant

By: 
Its: CEO

AGREED AS TO FORM:

Dated: _____

DAVID D. BIBIYAN
VEDANG J. PATEL

Attorneys for Plaintiff NIRAJIN POUDEL and
all others similarly situated and aggrieved

Dated: 9-16-2026


STEVEN A. FINK
Attorneys for Defendants MOBILENET
SERVICES, INC. and RICHARD GRANT