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Attorneys for Plaintiff,
Taiwo Oyeleye, on behalf of himself and all others similarly situated, and on behalf of the general public,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

TAIWO OYELEYE, on behalf of himself and
all others similarly situated, and on behalf of
the general public,

Plaintiff,

vs.

INCLUSION SERVICES, LLC, a
California Limited Liability Company, and
DOES 1 through 10, inclusive,

Defendants.

CASE NO.: 25STCV18888

**DECLARATION OF ROMAN
OTKUPMAN IN SUPPORT OF
PLAINTIFF TAIWO OYELEYE'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Date: October 20, 2026

Time: 10:00 a.m.

Dept.: 15

Judge: Hon. Timothy Patrick Dillon

I, Roman Otkupman, declare as follows:

1. I am an attorney duly admitted to the practice of law in the State of California. I am a principal of Otkupman Law Firm, A Law Corporation, and counsel for Plaintiff Taiwo Oyeleye, as well as proposed PAGA Counsel in this action. I have personal knowledge of the facts set forth herein and if called as a witness to testify to them, I could and would do so competently.

2. I make this declaration in support of Plaintiff's Unopposed Motion for Approval of PAGA Settlement.

Education and Experience

3. I obtained my Bachelor's degree from the University of California at Los Angeles in 2003. I majored in Economics at the Anderson School of Business and obtained a Minor in Slavic Languages.

4. Thereafter, I attended the Thomas Jefferson School of Law, where I focused on studies on Employment law and related litigation. After completing my first year of legal studies, I secured an externship at the Equal Employment Opportunity Commission (“EEOC”), where I worked under the Supervisory Administrative Judge, Larry A. Abrams. While at EEOC, I evaluated the merits of federal employment discrimination claims and recommended dispositions. I further reviewed motions, researched case law, prepared summaries of arguments, and assisted in the preparation of court rulings on summary judgments, motions to compel, and motion to strike decisions. Furthermore, I attended numerous conferences, hearings, and trials pertaining to employee complaints.

5. Thereafter, I volunteered at the Employee Rights Center of San Diego where I informed numerous employees about their options and legal avenues in wage and hour and/or employment discrimination disputes.

6. Otkupman Law Firm, ALC prosecutes wage and hour cases on behalf of the employees whose rights have been violated. Otkupman Law Firm, either on its own or with co-counsel is currently serving as Plaintiff's counsel of record in dozens of wage and hour and employment class action cases pending in both state and federal court.

7. Otkupman Law Firm, ALC has successfully litigated and resolved numerous wage

1 and hour class actions involving failure to pay wages, wage statement violations and derivative Labor
2 Code claims and penalties. See, *Barrios v. Freeway*, Superior Court of California County of
3 Sacramento, Case No. 34-2015-00183162-CU-OE-GDS; *Hernandez v. CoWorx*, Superior Court of
4 California, County of San Joaquin, Case No. 39-2015-0032567-CU-OE-STK; *Sigourney Esh v.*
5 *Be.Group*, Superior Court of California, County of San Diego, Case No. 37-2014-00006162-CU-OE-
6 NC; *Pakiza A. Ali v. Rainbow USA Inc.*, Superior Court of California, County of San Joaquin, Case
7 No. 39-2015-00320655-CU-OE-STK; *Rosie Orta v. Walgreen Co.*, Superior Court of California,
8 County of Los Angeles, Case No. BC530605; *Jennifer Underwood v. Payroll Direct, Inc.*, Superior
9 Court of California, County of Merced, Case No. 15CV-03112; *Jeremiah Putnam v. Sagar Diner,*
10 *Inc.*, Superior Court of California, County of Merced, Case No. SCV011040; *Amanda Maniord v.*
11 *Hue & Cry, Inc.*, Superior Court of California, County of Shasta, Case No. 182115; *Andrew Mojica*
12 *v. Dedicated Fleet Systems Inc., and Osterkamp Transportation Group*, Superior Court of California,
13 County of Los Angeles, Central Civil West, Case No. BC621739; *Holly Pinheiro v. Stanton Optical*
14 *Florida LLC, Vision Precision Holdings, LLC*, Superior Court of California, County of San Joaquin,
15 Case No. 39-2015-00323663-CU-OE-STK; *Jared Sewell v. Gary D Nelson Associates Inc.*, Superior
16 Court of California, County of Sonoma, Case No. SCV 254929; *David Jimenez v. Modern Interiors,*
17 *Superior Court of California, County of Los Angeles*, Case No. BC549815; *Patricia Mosley v. Shields*
18 *for Families*, Superior Court of California, County of Los Angeles, Case No. BC590656; *Teri Parker*
19 *v. Toms Sierra Co, Inc.*, Superior Court of California, County of Placer, Case No. SCV0036376.

20 8. Upon becoming a member of the bar, I worked at a boutique employment firm
21 specializing in defense of multi-plaintiff and single plaintiff defense of wage and hour claims as well
22 as other various employment claims. There, I was involved in numerous wage and hour actions as
23 well as employment discrimination lawsuits including but not limited to: violation of Labor Code
24 226, failure to pay overtime, PAGA claims Labor Code 2699 *et seq.*, sexual harassment, gender
25 discrimination, racial discrimination, intentional infliction of emotional distress, breach of contract,
26 conspiracy, breach of good faith and fair dealing, disability discrimination and failure to
accommodate, as well as Labor Code Section 132 (a) claims under worker's compensation law.

9. I have written numerous articles on various wage and hour and related employment litigation issues, three of which were published in recent years.

10. Based on my own investigation and evaluation, I am of the opinion that the Settlement, its allocation among PAGA Members, and the recovery for each PAGA Member, is fair and reasonable. I believe I have a strong understanding of the trends in both the likelihood of certification of wage and hour and PAGA cases and the value of settlements of cases such as this one.

11. My opinion takes into consideration, the amounts received in other similar representative actions, which I have litigated and/or am familiar with, the risks inherent in litigation of this genre, and the reasonable tailoring of each PAGA Member's claim to the amount received in the settlement. Based on that knowledge, I am of the opinion the settlement is fair, reasonable and adequate and is in the best interests of the PAGA Members.

Background of the Case and Relevant Procedural History

12. On April 21, 2025, my office, on behalf of Plaintiff Taiwo Oyeleye (“Plaintiff”), sent a PAGA Notice to the Labor Workforce and Development Agency (“LWDA”), with a copy to Defendant Inclusion Services, LLC (“Defendant”). Plaintiff’s PAGA Letter is attached hereto as **Exhibit 1**.

13. On June 27, 2025, Plaintiff filed a class and representative action complaint alleging ten (10) causes of action, including a cause of action for penalties pursuant to Labor Code section 2699(f) for violations of Labor Code sections 226.7, 512, 558, 510, 1194, 1194.2, 1194(a), 226(a), (e), 1174(d), 201-203, 204(a), (b), 2802, 210, and 218.

14. In the instant action, Plaintiff alleges that he and other PAGA Members were routinely unable and not authorized to take their meal and rest breaks and were never paid the mandatory premiums for these missed breaks; were not properly compensated for all minimum and overtime hours worked, including for off-the-clock work; were not paid all of their wages in a timely manner; were not paid all final wages due at termination or within seventy-two (72) hours after separation; were not provided accurate, itemized wage statements; and were not reimbursed for business

1 expenses. Defendant denies all allegations and denies any liability, including in any way through the
2 Settlement or this motion or any part hereof.

3 15. Prior to mediation, the Parties exchanged extensive documents and information that
4 allowed both sides to thoroughly evaluate the potential exposure and potential risk, such as a review
5 of Defendant's policies and procedures related to the claims alleged and time and pay records, among
6 others. Specifically, Plaintiff obtained, through informal discovery, statistical data, which consisted
7 of wage statements, clock-in and clock-out times, times taken for meal breaks, and wages earned
8 during the relevant pay periods, as well as written policies and procedures on meal breaks, rest breaks,
9 overtime compensation, and reimbursement for business expenses, the number of pay periods in the
10 PAGA Period and the total number of PAGA Members. Further, it is my opinion that the PAGA
11 Members were similar or identical in the way in which Defendant utilized its wage and hour policies
12 towards them. During this process, my office analyzed, researched, and investigated the potential
13 issues, including matters related to the calculation of PAGA damages, trial management, and
14 appellate issues and risks.

15 16. Following discovery and investigation, the Parties participated in a mediation presided
16 over by Todd Smith, Esq. on April 9, 2026, and reached a settlement of the PAGA claim alleged in
17 the Complaint, the terms and conditions of which are memorialized in the Parties' PAGA Settlement
18 Agreement ("Settlement Agreement") attached hereto as **Exhibit 2**.

19 17. The Parties have conducted a thorough investigation into the facts of the PAGA claim,
20 including exchanging information and documents relating to the same. Based on the foregoing data
21 and an independent investigation and evaluation, I am of the opinion that the settlement with
22 Defendant for the consideration and terms set forth in the Settlement Agreement is fair, reasonable,
23 and adequate and is in the best interest of the LWDA and the PAGA Members in light of all known
24 facts and circumstances, including the risk of significant delay, uncertainty associated with litigation,
25 various defenses asserted by Defendant, and numerous potential appellate issues.

26 18. From the beginning, Defendant has contested the merits, including Plaintiff's ability
27 to prove a violation in each pay period for each PAGA Member, and, assuming arguendo any

1 violations, updates to policies and procedures which Defendant contends would engender drastic
2 reductions in PAGA penalties under 2024 amendments to PAGA, among other defenses. Defendant
3 further contends that, even assuming there was a finding supporting the imposition of PAGA
4 penalties, the Court would likely exercise its discretion to substantially reduce any such penalties
5 owed based on an alleged good faith attempt to comply with the Labor Code. Notwithstanding their
6 agreement to settle, Defendant believes the practices Plaintiff is contending are unlawful either do
7 not exist, fully comply with all applicable employment laws, and/or even assuming arguendo that any
8 violations exist, updates to policies and procedures would otherwise drastically reduce any penalties
9 under the 2024 amendments to PAGA legislation.

10 19. Based on the expected testimony from Plaintiff and the PAGA Members, a review of
11 Defendant's policies and procedures and other documents relating to the alleged claims, information
12 on the number of PAGA Members and PAGA Pay Periods, the payroll data, the scope of the potential
13 penalties in light of the claims alleged, the Court's statutorily authorized discretion to reduce any
14 penalties assessed, and the negotiations that have taken place, I am convinced that the proposed
15 settlement is in the best interest of Plaintiff, the PAGA Members affected by the Agreement, and the
16 LWDA. The length and risks of trial and other normal perils of complex litigation that impact the
17 value of the claims were also considered and weighed in reaching the proposed settlement. In
18 addition, I carefully considered the difficulties of complex litigation, and the lengthy process of
19 establishing specific damages and various possible delays and appeals in agreeing to the proposed
20 settlement. I further considered the fact that penalties under the PAGA could be substantially cut at
21 the discretion of the Court even if Plaintiff was successful on proving those claims and there was risk
22 that a Court could find no willfulness in the failure to pay wages at separation, which would eliminate
23 the value of the waiting time penalty entirely. Overall, I believe it is more beneficial to secure a
24 guaranteed benefit to Plaintiff, the PAGA Members, and the LWDA now rather than to proceed with
litigation and potentially obtain zero funds due to legal or factual issues.

25 **Risk and Evaluation of Settlement**

26 20. Defendant represents that there are approximately 430 PAGA Members who worked

1 a total of approximately 10,400 PAGA Pay Periods. Given the number of employees affected by
2 Defendant's practices, the \$235,000.00 settlement confers a substantial benefit on these employees.

3 21. In accordance with the PAGA, the court in a PAGA action has discretion "to assess a
4 civil penalty" that the Labor Commissioner would have, as well as complete discretion to "award a
5 lesser amount than the maximum civil penalty amount specified [by the PAGA] if, based on the facts
6 and circumstances of the particular case, to do otherwise would result in an award that is unjust,
7 arbitrary and oppressive, or confiscatory." (Labor Code § 2699(e)(1) and (e)(2))).

8 22. I believe the settlement amounts to an excellent result for the LWDA and the PAGA
9 Members. There is a substantial risk that the Court could reduce civil penalties to an insignificant
10 amount if it is unpersuaded by Plaintiff's evidence that Defendants intentionally violated the law.
11 These uncertainties increase Plaintiff's risk of pursuing the PAGA claims and required a significant
12 discount for settlement purposes. Further, I am not aware of any California state courts awarding
13 plaintiffs multiple PAGA penalties for the same violation for the same pay period under different
14 Labor Code provisions and, in my personal experience, PAGA awards are small even for egregious,
15 intentional violations of the Labor Code. In *Ghrdilyan v. RJ Financial, Inc.*, LASC, Case No.
16 BC430633, the employer underpaid commission overtime wages. The plaintiff sought in excess of
17 \$9 million in civil penalties under the PAGA. After a bench trial, the Honorable Judge Ronald M.
18 Sohigian awarded approximately \$325,000 in civil penalties under the PAGA. In a similar PAGA
19 case before the Los Angeles Superior Court, *Shields v. Security Paving Company, Inc.*, LA Superior
20 Court Case No. BC492828, on October 24, 2017, the court awarded the prevailing PAGA plaintiff
21 civil penalties totaling only \$50.00. (See also *Avila v. Cold Spring Granite Co.* (E.D. Cal. Jan. 12,
22 2018) Case No. 1:16-cv-001533-AWI-SKO, 2018 U.S. Dist. LEXIS 6142 *17.) Also, the recent
23 decision by the California Supreme Court, *ZB, N.A. v. Superior Court* (2019) 8 Cal. 5th 175, 194,
precludes any recovery of civil penalties in the form of unpaid wages.

24 23. Likewise, where the employer does not act willfully, and makes good faith attempts
25 to comply with wage and hour laws, a reduction or lesser penalty is warranted because imposing
26 maximum PAGA penalty for each violation could be seen as unjust, arbitrary, and oppressive.

1 (*Carrington v. Starbucks Corp.*, *supra*, 30 Cal.App.5th at 528-529.) (affirming trial court’s award of
2 only 10% of maximum PAGA penalty for meal break violations). The amount to be paid to the
3 LWDA under this settlement comports with PAGA settlement amounts approved by other courts.

4 24. Assuming liability was found as set forth above after accounting for the potential risks,
5 the overall PAGA penalties in this case may also be reduced under the discretionary authority
6 provided to the Court pursuant to California Labor Code section 2699(e)(2). I believe it is likely that
7 such discretion would be exercised due to the fact that much of the penalties are based on violations
8 resulting from technical non-compliance with the Labor Code or represent damages far exceeding the
9 substantive loss actually experienced by the violation. Furthermore, Defendant appears to have
10 updated a number of policies and practices covering the wage and hour issues being litigated, which
11 a Court may find shows a good faith attempt to comply with the law, meriting a reduction of civil
12 penalties. The statutorily authorized discretion that Courts have used to reduce penalties ranges
13 substantially. *See, e.g., Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012)
14 (30% reduction); *Fleming v. Covidien, Inc.*, 2011 U.S. DIST. LEXIS 154590, *9 (C.D. Cal. 2011)
15 (82% reduction).

16 25. Plaintiff determined the maximum exposure to be \$1,040,000.00. The Parties settled
17 this matter for \$235,000.00, which is approximately 23% of the maximum exposure. The maximum
18 exposure is based upon an analysis of a 100% violation rate. While this would be unlikely, even for
19 purposes of the maximum exposure, Plaintiff calculated the PAGA liability at 100%. Plaintiff used
20 the data provided by Defendant and determined that there were 10,400 pay periods in the PAGA
21 Period, Since the Labor Code allows for a maximum exposure of \$100 per pay period, and there are
22 10,400 relevant PAGA pay periods, the maximum exposure was calculated to be \$1,040,000.00.
23 PAGA claims are subject to a one-year statute of limitations, and penalties can be received for a
24 period of one year prior to the date notice is sent to the LWDA. Unless a Labor Code provision
25 provides for a specific civil penalty, PAGA imposes a default civil penalty of “one hundred dollars
26 (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars
27 (\$200) for each aggrieved employee per pay period for each subsequent violation.” Cal. Lab. Code §

1 2699(f)(2). Here, PAGA penalties were discounted by using only initial violation rates, based on
2 Defendant's argument that heightened penalties would not apply for violations that occurred before
3 Defendant was notified by the Labor Commissioner or any court that it had violated the Labor Code
4 provisions at issue.

5 Based on the analysis above, as well as the thorough informed discussions and negotiations
6 that took place between the Parties, I believe that this is a favorable settlement for Plaintiff and the
7 PAGA Members, providing a remedy consistent with what the employees could expect to receive if
8 they prevailed at trial, but without the lengthy delay and risk of loss that a trial and subsequent appeal
9 would entail. The settlement terms represent a compromise of the Parties' disputes and are fair,
10 adequate and reasonable to the representative group given the risks that both sides faced in the
11 litigation.

12 26. My office uploaded the Settlement Agreement as required to the LWDA website on
13 August 25, 2026. Confirmation of submission to the LWDA is attached hereto as **Exhibit 3**. The
14 LWDA has not objected to the Settlement to date. My office also gave notice of the instant Motion
15 and hearing date to the LWDA on September 8, 2026 via online filing. Confirmation of providing
16 notice of the Motion hearing date to the LWDA is attached hereto as **Exhibit 4**. My office will also
17 serve this Motion on the LWDA.

18 **Risk Assumed by Otkupman Law Firm, A Law Corporation**

19 27. My office invested significant time and resources into the case, with payment deferred
20 to the end of the case, and then, of course, contingent on the outcome. My office's efforts included,
21 without limitation, the following: interviews with Plaintiff; review of documents produced by the
22 Plaintiff; preparation of multiple drafts of the PAGA notice letter, drafting the complaint; drafting
23 informal discovery; numerous conferences and correspondence with Defendant's counsel to obtain
24 relevant documents and information; review of extensive documents produced by Defendant,
25 including employment records, and time and payroll records; analyzing and interpreting time records
26 produced by Defendant, and formatting said data in a manner that could be used to support Plaintiff's
27 legal theories and damage analysis; legal research regarding Defendant's practices; attending

1 mediation; drafting the settlement agreement; preparation and filing of the motion to approve
2 settlement; and uploading all necessary documents to the LWDA website.

3 28. Because most individuals cannot afford to pay for representation in litigation on an
4 hourly basis, my firm represents virtually all of its employment law clients on a contingency fee basis.
5 Pursuant to this arrangement, we are not compensated for our time and costs, unless we prevail at
6 trial or successfully settle our clients' cases. Because my firm is taking the risk that we will not be
7 reimbursed for our time and costs unless our client settles or wins his or her case, we cannot afford
8 to represent an individual employee on a contingency basis if, at the end of our representation, all we
9 are to receive is our regular hourly rate for services. It is essential that we recover more than our
10 regular hourly rate when we win if we are to remain in practice so as to be able to continue
11 representing other individuals in employment disputes.

12 **PAGA Counsel's Attorney's Fees and Costs**

13 29. The Parties have agreed that PAGA Counsel will seek no more than \$78,333.33 (i.e.,
14 33 and 1/3% of the Gross Settlement Amount) in attorneys' fees. This agreement is fully disclosed in
15 the Settlement Agreement. My firm's time records for services performed in this case are attached
16 hereto as **Exhibit 5**.

17 30. The requested fee is fair compensation for undertaking complex, risky, expensive, and
18 time-consuming litigation on a contingent fee basis, especially in light of the benefits achieved by
19 PAGA Counsel for the PAGA Members. My office diligently litigated and investigated the case.

20 31. My firm has worked no less than 102 hours on the matter. PAGA Counsel's fees from
21 the inception to completion of this matter are no less than \$91,195.00. As such, the fees requested
22 equate to a *negative* multiplier.

23 32. Here, my firm was required to expend considerable time and resources to investigate,
24 litigate, and successfully settle these claims for the benefit of the PAGA Members.

25 33. While I work exclusively on a contingency fee basis, I charge a rate of \$950.00 per
26 hour when the award of fees is considered. My charge rate is commensurate with the market rates in
27 Los Angeles for attorneys of comparable experience and skill handling complex litigation, based on

1 my 18 years of experience, qualifications, and expertise. My hourly rates are reasonable in light of
2 my significant experience, expertise, and skill. The attorneys at Otkupman Law Firm, A Law
3 Corporation specialize in employment law and have substantial experience in wage and hour
4 litigation.

5 34. My firm has incurred out-of-pocket expenses to date amounting to \$14,255.95. These
6 costs were reasonably incurred in prosecuting this action on behalf of the PAGA Members. Attached
7 hereto as **Exhibit 6** is a true and correct copy of my firm's costs incurred to date.

8 35. I believe that the fee and costs provisions are reasonable. The fee percentage
9 requested is less than the usual customary percentage fee for most employment cases. Moreover,
10 the efforts of my office have resulted in substantial benefits to Plaintiff, the PAGA Members, and
11 the State in the form of a substantial settlement. I am informed and believe that, without the efforts
12 of my office, the Labor Code violations alleged in the Complaint would have gone completely
13 unremedied. The requested fee award, i.e. 33 and 1/3% of Gross Settlement Amount, and cost award
14 provided for in the Settlement Agreement are reasonable given the result achieved.

Administration Costs

15 36. The Parties obtained a bid from Simpluris, Inc. ("Simpluris") for administration costs
16 in the amount of \$4,819.00, which was the lowest of three bids the Parties obtained. The bid is
17 attached hereto as **Exhibit 7**. The Notice that will be mailed to PAGA Members with their checks
18 is attached hereto as **Exhibit 8**.

No Conflicts of Interest

19 37. As a result of my prior experience as PAGA counsel in other actions, I am fully aware
20 of the responsibilities I owe. Finally, I am not aware of any conflict of interest between myself, on
21 the one hand, and Plaintiff or any other PAGA Members of the State of California, on the other
22 hand, which would interfere with my duties as Counsel or impede on my representation of the PAGA
23 Members.
24

25 38. For all the reasons provided above, I respectfully request that this Court enter an
26 Order approving the PAGA Settlement.

1 I declare under penalty and perjury under the laws of the State of California that the foregoing
2 is true and correct. Executed this 8th day of September 2026 at Westlake Village, California.

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6 Roman Otkupman
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EXHIBIT 1

OTKUPMAN LAW FIRM, A LAW CORPORATION

5743 Corsa Ave, Suite 123
Westlake Village, CA 91362
Tel.: 818-293-5623
Fax: 888-850-1310

April 21, 2025

VIA ELECTRONIC FILING

Labor & Workforce Development Agency

VIA CERTIFIED MAIL

Inclusion Services, LLC
7255 Greenleaf Avenue, Ste 20
Whittier, CA 90602
Defendant certified mail # 9589 0710 5270 2390 8672 39

VIA CERTIFIED MAIL

Agent for Service of Process
Tony Carrillo
7255 Greenleaf Avenue, Ste 20
Whittier, CA 90602
Agent certified mail # 9589 0710 5270 2390 8672 39

Re: ***Taiwo Oyeleye v. Inclusion Services, LLC – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act***

Dear Sir or Madam:

This office represents Taiwo Oyeleye (“Plaintiff”), a former California employee of Inclusion Services, LLC (“Defendants”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client works for Defendant in Southern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its California non-exempt employees.

Plaintiff began working for Defendants in or around June of 2016. While working for Defendant as a Personal Assistant, Plaintiff was earning (\$17.75) dollars per hour.

Plaintiff and Defendant’s California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant’s California employees were forced to continue working through their meal and rest breaks in order to assist Defendant’s needs. Because of this, Plaintiff and Defendant’s California employees were unable to take their

required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-exempt employees. As a result, employees are not properly compensated for work performance in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and Defendant's California employees were forced to work overtime and were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

Defendants failed to issue Plaintiff and Defendant's California employees accurately itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5). Plaintiff and the California employees wage statements' failed to accurately state the name and address of the legal entity that is the employer in violation of Labor Code § 226(a)(8), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's California employees timely, accurate, itemized wage statements in accordance with Labor Code § 226 and keep accurate records and required by §1174(d). The statements provided to Plaintiff and Defendant's California employees, and the records maintained by Defendants, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hour worked.

Our client further alleges that Defendants paid him and Defendant's California employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they were not paid all wages due and owing throughout the course of their employment as a result of Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203.

Defendant pays Plaintiff and it's California employees on a bi-monthly basis and has failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-monthly basis must be

paid no later than ten calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendant's California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b) and 201.3.

Defendants failed to reimburse Plaintiff and Defendant's California employees for the personal protective gear and supplies they purchased to perform work for Defendants such as gloves and hand sanitizer. Defendant failed to reimburse Plaintiff and Defendant's California employees for the mileage they incurred performing certain tasks or running errands on behalf of Defendant. Defendant further failed to reimburse its California employees for using their personal cell phones for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify her or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of her or her duties." As such, Plaintiff and Defendant's California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

Defendants failed to pay all wages earned to Plaintiff and Defendant's California employees as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiff and Defendant's California employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages as required by law.

We invite Defendants or its attorney(s) to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

OTKUPMAN LAW FIRM

A handwritten signature in black ink, appearing to read 'Roman Otkupman', is written over a horizontal line.

ROMAN OTKUPMAN

EXHIBIT 2

PAGA SETTLEMENT AGREEMENT

Taiwo Oyeleye v. Inclusion Services, LLC
Los Angeles Superior Court, Case No. 25STCV18888

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Taiwo Oyeleye (“Plaintiff”) and Defendant Inclusion Services, LLC (“Inclusion Services” or “Defendant”). This Agreement refers to Plaintiff and Defendant collectively as “Parties” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the Plaintiff’s class and PAGA representative action lawsuit alleging wage and hour violations against Inclusion Services captioned *Taiwo Oyeleye v. Inclusion Services, LLC*, Los Angeles Superior Court, Case No. 25STCV18888.

1.2. “Administrator” means the neutral settlement administration entity the Parties shall mutually agree 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 it for the reasonable fees and expenses it incurs that are mutually agreeable by the parties.

1.4. “Court” means the Superior Court of the State of California, County of Los Angeles.

1.5. “Defense Counsel” means Robert D. Vogel, Monica H. Bullock and Jennell K. Shannon of Jackson Lewis P.C., counsel of record for Defendant Inclusion Services, .

1.6. “Effective Date” means the date when all of the following events have occurred: (1) the Court has entered a Final Order approving the Settlement and entered Judgment thereon; (2) 35 calendar days have passed since the Court entered a Final Order and Judgment; and (3) the period for filing any appeal, writ or other appellate proceeding opposing the Court’s entry of the Final Order and Judgment has expired without any such filing; or, if any appeal, writ or other appellate proceeding opposing the Final Order and Judgment has been filed, five calendar days after any such proceeding has been finally and conclusively dismissed with no right to pursue further remedies or relief.

1.7. “Gross Settlement Amount” means an all-in non-reversionary sum of TWO HUNDRED THIRTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$235,000.00), which is the total amount Defendant agrees to pay under this PAGA Settlement Agreement exclusive of the separate individual settlement payment paid to Plaintiff under the concurrently executed Individual Settlement Agreement and General Release. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment. Under no circumstances will Defendant’s payment under this Agreement exceed the Gross Settlement Amount except as provided under the escalator provision in Section 8 below.

1.8. “Individual PAGA Payment” means a PAGA Member’s pro rata share of 35% of the Net PAGA Penalties calculated according to the number of PAGA Pay Periods the PAGA Member worked during the PAGA Period.

1.9. “Judgment” means the judgment entered by the Court based upon Final Approval of this Settlement.

1.10. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to receive 65% of civil PAGA penalties under Labor Code section 2699, subdivision (i).

1.11. “LWDA PAGA Payment” means 65% of the Net PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.12. “PAGA Counsel” means Roman Otkupman and Nidah Farishta of Otkupman Law Firm, A Law Corporation, the attorneys representing Plaintiff in the Action.

1.13. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and costs, respectively, incurred to prosecute the Action.

1.14. “PAGA Member(s)” consist of all persons who are or were employed by Inclusion Services as hourly paid non-exempt employees in the State of California at any time during the PAGA Period.

1.15. “PAGA Member Data” or “PAGA Data” means PAGA Member identifying information in Defendant’s possession including the PAGA Member’s name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

1.16. “PAGA Member Address Search” means the Administrator’s investigation and search for current PAGA 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 with PAGA Members.

1.17. “PAGA Pay Period” means any pay period, as determined by Defendant’s payroll system during which a PAGA Member worked for Defendant for at least one day during the PAGA Period.

1.18. “PAGA Period” means the period from April 21, 2024 (one year prior to Plaintiff’s PAGA Notice to the LWDA) through the date the Court approves the Settlement Agreement unless otherwise modified under the escalator provision in Section 8 below.

1.19. “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.20. “PAGA Notice” means Plaintiff’s April 21, 2025 letter to Inclusion Services and the LWDA providing notice of labor code violations pursuant to Labor Code section 2699.3, subdivision (a).

1.21. “Net PAGA Penalties” means the portion of the Gross Settlement Amount remaining after deduction of PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment which shall be allocated 65% to the LWDA and 35% to PAGA Members pursuant to Labor Code section 2699(i).

1.22. “Plaintiff” means Taiwo Oyeleye, the named plaintiff in the Action.

1.23. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement mutually agreed to by the Parties.

1.24. “Released PAGA Claims” means the claims being released by Plaintiff, PAGA Counsel, and the LWDA on behalf of all aggrieved employees as described in Section 5 below.

1.25. “Released Parties” means Inclusion Services, LLC, and its present and former parent companies, subsidiaries, divisions, related or affiliated companies, and its and their shareholders, owners, partners, officers, directors, employees, agents, attorneys, insurers, successors, and assigns, and any other individual or entity that could be liable for any of the Released PAGA Claims, and Defendant’s counsel of record in the Action.

1.26. “Settlement” means the disposition of the Action as to all PAGA claims effected by this Agreement and the Judgment.

1.27. “Settlement Funding Date” means twenty-one (21) calendar days after the Effective Date.

2. RECITALS.

2.1. On April 21, 2025, Plaintiff sent a PAGA Notice via certified mail and electronic filing to the LWDA and Defendant Inclusion Services, LLC, setting forth the facts and theories of labor code violations alleged against Defendant pursuant to Labor Code section 2699.3(a). Pursuant to Labor Code section 2699.3(a)(2)(A), no notice was received from the LWDA within sixty-five (65) calendar days of the PAGA Notice.

2.2. On June 27, 2025, Plaintiff filed a Class and Representative Action Complaint in the Los Angeles Superior Court (Case No. 25STCV18888) alleging the following causes of action: (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 sections 226(a), (e), and 1174(d); (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, in violation of Labor Code sections 210 and 218; (9) violation of Business and Professions Code section 17200 et seq.; 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), 1174(d), 201–203, 204(a)(b), 2802, 210, and 218. Defendant denies all allegations and all liability.

2.3. On April 9, 2026, the Parties participated in a full-day mediation before mediator Todd A. Smith which led to the mediator’s proposal accepted by the Parties and this Agreement to resolve the PAGA claims in the Action.

2.4. Prior to and in connection with mediating the Settlement, Plaintiff obtained through formal and informal discovery time and pay records, as well as information and documents concerning the claims set forth in the Action, including but not limited to Defendant’s relevant wage and hour policies, employee handbook, and data including the number of PAGA Members, number of pay periods worked, and average rate of pay of the PAGA Members.

2.5. The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely effected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Section 8 below, Defendant promises to pay TWO HUNDRED THIRTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$235,000.00) and no more as the Gross Settlement Amount under this Agreement. This amount is separate from and in addition to the FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000.00) individual settlement payment to Plaintiff under the concurrently executed Individual Settlement Agreement and General Release. Defendant has no obligation to fund the Gross Settlement Amount prior to the deadline stated in Section 4.2. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring 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 Order:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than thirty-three and one-third percent (33-1/3%) of the Gross Settlement Amount, and a PAGA Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for Court approval of these payments provided they do not exceed these amounts. If the Court approves amounts less than requested, the Administrator will allocate the remainder to the Net PAGA Penalties. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment and holds Defendant harmless and indemnifies Defendant from any dispute or controversy regarding any division or sharing of these payments.

3.2.2. To the Administrator: An Administration Expenses Payment in a reasonable amount not to exceed \$20,000.00 except upon a showing of good cause and as approved by the Court. To the extent Administration Expenses are less than this amount or the Court approves a lesser payment, the remainder will be added to the Net PAGA Penalties.

3.2.3. To the LWDA and PAGA Members: Net PAGA Penalties shall be allocated 65% to the LWDA PAGA Payment and 35% to Individual PAGA Payments to PAGA Members. All Individual PAGA Payments to PAGA Members shall be treated as 100% penalties for which IRS Form 1099 shall issue for each payment.

3.2.3.1. The Settlement Administrator will calculate the amount to be paid per PAGA pay period and the individual PAGA Payments to PAGA Members. Individual PAGA Payments will be determined by dividing the Net PAGA Penalties by the total number of PAGA Pay Periods for the PAGA Members during the PAGA Period, resulting in the PAGA Pay Period Value, and then multiplying the PAGA Pay Period Value by the number of PAGA Pay Periods worked by each PAGA Member. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. The Administrator will report all Individual PAGA Payments on IRS Form 1099.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. PAGA Member Data. Within twenty-one (21) calendar days of the Court's approval of the Settlement, Defendant will deliver the PAGA Member Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Members' privacy rights, the Administrator must maintain the PAGA Member Data in confidence, use the PAGA Member Data only for purposes of this Settlement, and restrict access to Administrator employees who need access to perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Member Data omitted employee identifying information and to provide corrected or updated PAGA Member Data as soon as reasonably feasible.

4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting funds to the Administrator within twenty-one (21) calendar days after the Effective Date but in no event earlier than Court approval or before October 1, 2026, whichever is later.

4.3. Payments from the Gross Settlement Amount. Within seven (7) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Fees and Litigation Expenses Payments. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments. PAGA Members may not object to or opt out of payments for the release of the PAGA claims.

4.3.1. The Administrator will issue checks for Individual PAGA Payments and send them to PAGA 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. Before mailing any checks, the Administrator must update recipients' mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct a PAGA Member Address Search for all PAGA Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address or to an address ascertained through the PAGA Member Address Search. The Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, if requested prior to the void date.

4.3.3. For any PAGA Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the remaining funds to a Court-approved non-profit organization consistent with Code of Civil Procedure section 384(b) ("Cy Pres Recipient") subject to Court approval. The Parties shall propose a Cy Pres Recipient for the Court's consideration at the time of filing the motion for approval.

5. RELEASE OF CLAIMS.

5.1. Released PAGA Claims. In consideration of the Settlement and the payments described herein, Plaintiff, on behalf of himself and all PAGA Members (i.e., all aggrieved employees), and on behalf of the State of California and the LWDA, hereby fully and forever releases, acquits, and discharges Defendant and all Released Parties from all claims for PAGA civil penalties, interest,

fees, costs, and other remedies recoverable under the California Private Attorneys General Act of 2004, California Labor Code section 2698 et seq., based on the facts and theories alleged in Plaintiff's PAGA Notice dated April 21, 2025 or in the Complaint filed in the Action or which reasonably could have been alleged based on the facts and theories alleged in the Complaint or PAGA Notice during the PAGA Period including, but not limited to, violations of Labor Code sections 201–204, 210, 218, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 2802, and any other Labor Code provisions relating to: failure to pay minimum wages; failure to pay overtime; failure to pay overtime premiums at the proper regular rate; failure to provide meal periods; failure to authorize and permit rest periods; failure to pay meal and rest period premiums; failure to timely pay all wages during employment; failure to timely pay wages owed upon separation from employment; failure to reimburse necessary business expenses; failure to provide accurate and itemized wage statements; and failure to maintain timekeeping and payroll records (the “Released PAGA Claims”).

6. MOTION FOR APPROVAL OF SETTLEMENT.

The Parties agree to jointly prepare and file an application or motion for approval of this Settlement pursuant to Labor Code section 2699, subdivision (f)(2).

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Court approval of this Settlement including: (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid and attesting to its willingness to serve, competency, and procedures for protecting PAGA Member Data; (iii) a signed declaration from PAGA Counsel attesting to timely transmission to the LWDA of all necessary PAGA documents including the initial PAGA Notice, the operative Complaint, and this Agreement; and (iv) all facts relevant to any actual or potential conflict of interest with PAGA Members and/or the Administrator.

6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after full execution of this Agreement, obtaining a prompt hearing date, and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties, in good faith, to resolve the disagreement. If the Court does not grant the motion for approval or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties shall jointly select a neutral settlement administrator to serve as the Administrator and verify that, as a condition of appointment, the Administrator 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.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury Regulation section 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks contained in this Agreement or otherwise agreed upon by the Parties.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

8.1. Estimated PAGA Pay Periods. The Parties agree, for purposes of this Settlement and consistent with the mediator’s proposal accepted by the Parties, that the estimated number of PAGA pay periods associated with the PAGA claims in this Action is 10,400 pay periods.

8.2. Escalator Clause. In the event the total number of pay periods worked by PAGA Members during the PAGA Period as reflected in Defendant’s payroll records exceeds 10,400 by more than 10% (i.e., if the actual pay periods are greater than 11,440), then the Gross Settlement Amount shall be increased proportionally. Specifically, the Gross Settlement Amount shall be increased by a percentage equal to the number of additional pay periods worked. Alternatively, Defendant may, at its sole discretion, elect to end the PAGA Period as of the first pay period that reflects 11,440 pay periods, in which event no increase to the Gross Settlement Amount shall apply.

9. CONTINUING JURISDICTION OF THE COURT.

9.1. 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 the Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel 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. If another party 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 PAGA Penalties.

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability. 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 the Released Parties that any of the allegations in the Complaint have merit or that the Released Parties have any liability of any kind. The Parties agree that representative treatment is for purposes of this Settlement only. The Settlement, this Agreement, and the Parties’ willingness to settle the Action will have no bearing on, and will not be admissible in connection

with any subsequent litigation, except for proceedings to enforce or effectuate the Settlement and this Agreement.

10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits and any Memorandum of Understanding shall constitute the entire agreement between the Parties relating to the PAGA Settlement superseding any and all prior oral representations, warranties, covenants or inducements made to or by any Party with respect to the PAGA claims.

10.3. Attorney Authorization. PAGA 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 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.

10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement including by modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court.

10.5. 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 any portion of any liability, claim, demand, action, cause of action or right released and discharged in this Settlement.

10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability nor shall anything in this Settlement be relied upon as such.

10.7. 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.

10.8. Agreement Binding on Successors. This Agreement will be binding upon and inure to the benefit of the successors and assigns of each of the Parties.

10.9. Applicable Law. All terms and conditions of this Agreement will be governed by and interpreted according to the internal laws of the State of California without regard to conflict of law principles.

10.10. 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.

10.11. Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12. Use and Return of PAGA Member Data. Information provided to PAGA Counsel and all copies and summaries of PAGA Data provided in connection with the mediation, other

settlement negotiations or in connection with this Settlement, may be used only with respect to this Settlement and for no other purpose. Not later than 90 days after the Administrator has completed distribution of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of PAGA Member Data received from Defendant, unless Defendant makes a prior written request for return of the PAGA Member Data.

10.13. 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.

10.14. Calendar Days. Unless otherwise noted, all references to “days” in this Agreement shall be to calendar days. In the event any date or deadline falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and addressed as follows:

To Plaintiff / PAGA Counsel:

Roman Otkupman / Nidah Farishta
Otkupman Law Firm, A Law Corporation
5743 Corsa Ave., Suite 123
Westlake Village, CA 91362
Phone: (818) 293-5623 | Fax: (888) 850-1310
Email: Roman@olfla.com / Nidah@olfla.com

To Defendant:

Inclusion Services, LLC
7255 Greenleaf Avenue, Suite 20
Whittier, CA 90602

With a copy to Defense Counsel:

Robert D. Vogel

Monica H. Bullock
Jennell K. Shannon

Jackson Lewis P.C.
3390 University Ave., Suite 110
Riverside, CA 92501

Email: Robert.Vogel@JacksonLewis.com

Email: Monica.Bullock@JacksonLewis.com

Email: Jennell.Shannon@JacksonLewis.com

10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts will be deemed one and the same instrument.

10.17. Stay of Litigation. The Parties agree that upon execution of this Agreement the litigation shall be stayed except to effectuate the terms of this Agreement. The Parties further agree, pursuant to Code of Civil Procedure section 583.330, to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this PAGA Settlement Agreement as of the dates set forth below:

PLAINTIFF TAIWO OYELEYE



Taiwo Oyeleye

Dated: 05 / 13 / 2026

DEFENDANT INCLUSION SERVICES, LLC

By: _____
Its: _____

APPROVED AS TO FORM:

Dated: _____

OTKUPMAN LAW FIRM, A LAW CORPORATION

Roman Otkupman
Nidah Farishta
Attorneys for Plaintiff Taiwo Oyeleye,
on behalf of himself and the State of California

Email: Monica.Bullock@JacksonLewis.com

Email: Jennell.Shannon@JacksonLewis.com

10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts will be deemed one and the same instrument.

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IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this PAGA Settlement Agreement as of the dates set forth below:

PLAINTIFF TAIWO OYELEYE



Taiwo Oyeleye

Dated: 05 / 13 / 2026

DEFENDANT INCLUSION SERVICES, LLC

By: _____
Its: _____

APPROVED AS TO FORM:

Dated: 05 / 14 / 2026

OTKUPMAN LAW FIRM, A LAW CORPORATION



Roman Otkupman
Nidah Farishta
Attorneys for Plaintiff Taiwo Oyeleye,
on behalf of himself and the State of California

Email: Monica.Bullock@JacksonLewis.com

Email: Jennell.Shannon@JacksonLewis.com

10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts will be deemed one and the same instrument.

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IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this PAGA Settlement Agreement as of the dates set forth below:

PLAINTIFF TAIWO OYELEYE



Taiwo Oyeleye

Dated: 05 / 13 / 2026

DEFENDANT INCLUSION SERVICES, LLC

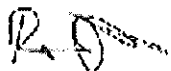


By: Israel Ibarra
Its: Executive Director

APPROVED AS TO FORM:

Dated: 05 / 14 / 2026

OTKUPMAN LAW FIRM, A LAW CORPORATION



Roman Otkupman

Nidah Farishta

Attorneys for Plaintiff Taiwo Oyeleye,
on behalf of himself and the State of California

Dated: _____

JACKSON LEWIS P.C.



Robert D. Vogel
Monica H. Bullock
Jennell K. Shannon
Attorneys for Defendant Inclusion Services, LLC

Dated: May 29, 2026

EXHIBIT 3



Outlook

Thank you for your Other Response or Document Submission

From DIR PAGA Unit <no-reply@formassembly.com>

Date Tue 2026-08-25 16:08

To Bella Viramontes <bella@olfla.com>

08/25/2026 04:08:33 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Other Response or Document Submission

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

EXHIBIT 4

1 Roman Otkupman, CSBN 249423

2 Roman@OLFLA.com

3 Nidah Farishta, CSBN 312360

4 Nidah@OLFLA.com

5 **OTKUPMAN LAW FIRM, A LAW CORPORATION**

6 5743 Corsa Ave., Suite 123

7 Westlake Village, CA 91362

8 Telephone: (818) 293-5623

9 Facsimile (888) 850-1310

10 Attorney for Plaintiff,

11 Taiwo Oyeleye, on behalf of himself and all others similarly situated, and on behalf of the general public

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

13 **COUNTY OF LOS ANGELES**

14 TAIWO OYELEYE, on behalf of himself and
15 all others similarly situated, and on behalf of
16 the general public,

17 Plaintiff,

18 vs.

19 INCLUSION SERVICES, LLC, a
20 California Limited Liability Company, and
21 DOES 1 through 10, inclusive,

22 Defendants.

Case No. 25STCV18888

**NOTICE OF HEARING ON PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Date: October 20, 2026

Time: 10:00 a.m.

Dept.: 15

Judge: Hon. Timothy Patrick Dillon

23 **PLEASE TAKE NOTICE** that Plaintiff's Motion for Approval of PAGA Settlement will
24 be heard on October 20, 2026 at 10:00 a.m. in Department 15 of the Los Angeles County Superior
25 Court located at 312 N Spring Street, Los Angeles, CA 90012.

26 DATED: September 8, 2026

OTKUPMAN LAW FIRM,
A Law Corporation

By: 

Roman Otkupman

Nidah Farishta

Attorneys for Plaintiff



Outlook

Thank you for your Other Response or Document Submission

From DIR PAGA Unit <no-reply@formassembly.com>

Date Tue 2026-09-08 09:51

To Bella Viramontes <bella@olfla.com>

09/08/2026 09:51:17 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Other Response or Document Submission

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

EXHIBIT 5

Summary Report

Time - Taiwo Oyeleye

[Print](#) - [Close Window](#)

Year	Month	Project	Rate	Hours	Amount
2025	Apr	Roman Otkupman	\$950.00	11.70	\$11,115.00
Total for April 2025				11.70	\$11,115.00
2025	May	Roman Otkupman	\$950.00	9.70	\$9,215.00
Total for May 2025				9.70	\$9,215.00
2025	Jun	Nidah Farishta	\$600.00	3.20	\$1,920.00
2025	Jun	Roman Otkupman	\$950.00	4.50	\$4,275.00
Total for June 2025				7.70	\$6,195.00
2025	Jul	Nidah Farishta	\$600.00	0.40	\$240.00
Total for July 2025				0.40	\$240.00
2025	Oct	Nidah Farishta	\$600.00	0.60	\$360.00
Total for October 2025				0.60	\$360.00
2025	Dec	Roman Otkupman	\$950.00	0.10	\$95.00
Total for December 2025				0.10	\$95.00
Grand Total for 2025				30.20	\$27,220.00
2026	Mar	Nidah Farishta	\$600.00	0.50	\$300.00
2026	Mar	Roman Otkupman	\$950.00	26.80	\$25,460.00
Total for March 2026				27.30	\$25,760.00
2026	Apr	Roman Otkupman	\$950.00	17.60	\$16,720.00
Total for April 2026				17.60	\$16,720.00
2026	May	Nidah Farishta	\$600.00	0.20	\$120.00
Total for May 2026				0.20	\$120.00
2026	Aug	Nidah Farishta	\$600.00	11.40	\$6,840.00
Total for August 2026				11.40	\$6,840.00
2026	Sep	Roman Otkupman	\$950.00	15.30	\$14,535.00
Total for September 2026				15.30	\$14,535.00
Grand Total for 2026				71.80	\$63,975.00
Grand	Total	Nidah Farishta	\$600.00	16.30	\$9,780.00
Grand	Total	Roman Otkupman	\$950.00	85.70	\$81,415.00
Grand Total for All				102.00	\$91,195.00

EXHIBIT 6

Taiwo Oyeleye v. Inclusion Services, LLC

Counsel’s Costs

EXPENSE CATEGORY	EXPENSE
Filing Fee	\$1,495.30
Service	\$117.36
EFiling Fees	\$51.84
Mediation	\$12,500
LWDA	\$75
Mailing	\$16
Printing	\$0.45
Total Expenses	\$14,255.95

EXHIBIT 7



Reference No. 20260826-PJI-03

August 26, 2026

Bella Viramontes
Otkupman Law Firm, ALC
5743 Corsa Ave., Suite 123
Westlake Village, CA 91362

RE: *Taiwo Oyeleye v. Inclusion Services, LLC*

Dear Bella,

Thank you for this opportunity to provide a quote for your PAGA settlement. Using the parameters you described, we are providing a summary of the approximate costs below and detailed in the attached:

	Total Estimated Cost of Administration	Courtesy Discount	Discounted Total
Without Spanish Translation	\$6,151	(\$2,000)	\$4,151
With Spanish Translation	\$6,819	(\$2,000)	\$4,819

Please let me know if you have questions. I look forward to this opportunity to work together.

Sincerely yours,

PATRICK J. IVIE
Chief Revenue Officer

m: 310-995-6455
o: 714-975-5260
e: pivie@simpluris.com



3194-C Airport Loop Drive, Costa Mesa, CA 92626
www.simpluris.com | 1 (800) 779 - 2104



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104
www.simpluris.com

Estimate Number:	20260826-PJI-03	Prepared By:	Patrick Ivie
Estimate Date:	8/26/2026	Telephone Number (mobile):	310.995.6455
Estimate Expiration Date:	11/24/2026	Email:	pivie@simpluris.com

Primary Contact
Name: **Bella Viramontes**
Firm: Otkupman Law Firm, ALC
Email: bella@olfla.com

Opposing Counsel Contact
Attorney:
Firm:
Email:

Case Name: Taiwo Oyeleye v. Inclusion Services, LLC
PAGA Settlement
Scenario 1: Without Spanish Translation

Assumptions

In addition to the assumptions enumerated below, this estimate assumes that

- (1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate;
- (3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

Anticipated Class Size:	500	Undeliverable Rate:	10%
Claims Rate:	n/a	Call Rate:	n/a
Opt-out Rate:	n/a	Average Call Length:	n/a
Language(s) for Communication	EN	Fund Distribution:	Simpluris
Reminder Mailing:	n/a	Number of Distributions:	1
Unclaimed Funds:	Escheat	State(s):	CA
Lengths of Administration:	6 Months	Tax Years:	1

Case Setup

- Data compilation: develop case-specific response tracking

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$135.00	2	\$270.00
Database Manager - Initial Data Analysis	\$165.00	2	\$330.00
Total:			\$600.00

Award Disbursement

- Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
- Disburse 3-page Notice with award payments and tax document
- Uncashed checks to the State Controller's Unclaimed Property Fund
- Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
- Complete all required filings with state and federal tax authorities

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$125.00	2	\$250.00
Disbursement Manager - Data Validation	\$90.00	2	\$180.00
Setup Banking Account/QSF	\$675.00	1	\$675.00
QSF Monthly Maintenance	\$125.00	6	\$750.00
NCOA/CASS/LACS	\$0.14	500	\$70.00
Print & Mail Notice, Check and Tax Documents	\$1.20	500	\$600.00
Postage	\$0.76	500	\$380.00
Process Returned Checks	\$0.20	50	\$10.00
Skip Trace Search Undeliverable Checks	\$0.12	50	\$6.00
Remail Checks (Includes Postage)	\$2.20	50	\$110.00
Escheat Uncashed Checks	\$500.00	1	\$500.00
QSF Reporting and Final Declaration	\$500.00	1	\$500.00
Reissue Checks / Mailing	\$2.50	5	\$12.50
Reissue 1099s	\$2.50	5	\$12.50
Responding to IRS/State/Agency Inquiries	\$75.00	1	\$75.00
QSF Annual Tax Reporting and Reconciliation	\$850.00	1	\$850.00
Distribution Manager	\$90.00	2	\$180.00
Total:			\$5,161.00

Case Completion

- Final audit and review
- Send final declaration and reporting to counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$165.00	1	\$165.00
Clerical-Clean Up Any Misc.	\$45.00	2	\$90.00
Project Manager-Wrap-up Final Issues	\$135.00	1	\$135.00
Total:			\$390.00

Total Estimated Cost of Administration:	\$6,151
Less Client Courtesy Discount:	-\$2,000
Discounted Total:	<u>\$4,151</u>



3194-C Airport Loop Drive
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800-779-2104
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Estimate Number:	20260826-PJI-03	Prepared By:	Patrick Ivie
Estimate Date:	8/26/2026	Telephone Number (mobile):	310.995.6455
Estimate Expiration Date:	11/24/2026	Email:	pivie@simpluris.com

Primary Contact
Name: **Bella Viramontes**
Firm: Otkupman Law Firm, ALC
Email: bella@olfla.com

Opposing Counsel Contact
Attorney:
Firm:
Email:

Case Name: Taiwo Oyeleye v. Inclusion Services, LLC
PAGA Settlement
Scenario 2: With Spanish Translation

Assumptions

In addition to the assumptions enumerated below, this estimate assumes that

- (1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate;
- (3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

Anticipated Class Size:	500	Undeliverable Rate:	10%
Claims Rate:	n/a	Call Rate:	n/a
Opt-out Rate:	n/a	Average Call Length:	n/a
Language(s) for Communication	EN/SP	Fund Distribution:	Simpluris
Reminder Mailing:	n/a	Number of Distributions:	1
Unclaimed Funds:	Escheat	State(s):	CA
Lengths of Administration:	6 Months	Tax Years:	1

Case Setup

- Data compilation: develop case-specific response tracking

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$135.00	2	\$270.00
Database Manager - Initial Data Analysis	\$165.00	2	\$330.00
Total:			\$600.00

Award Disbursement

- Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
- Spanish translation of the notice
- Disburse 3-page Notice with award payments and tax document
- Uncashed checks to the State Controller's Unclaimed Property Fund
- Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
- Complete all required filings with state and federal tax authorities

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$125.00	2	\$250.00
Disbursement Manager - Data Validation	\$90.00	2	\$180.00
Setup Banking Account/QSF	\$675.00	1	\$675.00
QSF Monthly Maintenance	\$125.00	6	\$750.00
Spanish Translation (assuming 1,350 words)	\$0.25	1,350	\$337.50
NCOA/CASS/LACS	\$0.14	500	\$70.00
Print & Mail Notice, Check and Tax Documents	\$1.80	500	\$900.00
Postage	\$0.76	500	\$380.00
Process Returned Checks	\$0.20	50	\$10.00
Skip Trace Search Undeliverable Checks	\$0.12	50	\$6.00
Remail Checks (Includes Postage)	\$2.80	50	\$140.00
Escheat Uncashed Checks	\$500.00	1	\$500.00
QSF Reporting and Final Declaration	\$500.00	1	\$500.00
Reissue Checks / Mailing	\$2.50	5	\$12.50
Reissue 1099s	\$2.50	5	\$12.50
Responding to IRS/State/Agency Inquiries	\$75.00	1	\$75.00
QSF Annual Tax Reporting and Reconciliation	\$850.00	1	\$850.00
Distribution Manager	\$90.00	2	\$180.00
Total:			\$5,828.50

Case Completion

- Final audit and review
- Send final declaration and reporting to counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$165.00	1	\$165.00
Clerical-Clean Up Any Misc.	\$45.00	2	\$90.00
Project Manager-Wrap-up Final Issues	\$135.00	1	\$135.00
Total:			\$390.00

Total Estimated Cost of Administration:	\$6,819
Less Client Courtesy Discount:	-\$2,000
Discounted Total:	<u>\$4,819</u>

Terms and Conditions

All settlement administration, notice, claims processing, and other services ("Services") provided by Simpluris, Inc. or any of its Affiliates ("Simpluris") for Client are provided subject and pursuant to the following terms and conditions, which govern Simpluris' provision of Services (the "Terms"):

- 1. Services:** Simpluris agrees to provide Client those Services set forth in the proposal provided by Simpluris and accepted by Client or a Client Party, and to which these Terms are attached (the "Proposal"), and any additional Services Simpluris performs at a Client Party's request or instruction during Client's engagement of Simpluris' Services. Simpluris' Services do not include, and shall not be construed or interpreted as, legal advice. Simpluris may use vendors, contractors, and third-party technologies ordinarily used by Simpluris in its operations to enable, facilitate, or support its performance of Services without additional consent or permission from Client. As consideration for such Services, Client agrees to pay, or cause to be paid, to Simpluris the fees for Services performed, as outlined in the Proposal, and which may be updated by Simpluris to reflect fees incurred for Services performed. Due to the nature of the Services, the parties acknowledge that Client may often delegate Client's representatives (including its attorneys), employees, agents, and/or professionals (the "Client Parties", or each a "Client Party") to engage Simpluris, or provide direction to Simpluris on its behalf with respect to the Services, including by accepting a Proposal or procuring Services on Client's behalf. Client agrees that Simpluris may rely upon, and Client agrees to be bound by, any direction, consent, advice, or other information provided by the Client Parties to the same extent as if provided by Client.
- 2. Fee Estimates Not Binding; Client's Assurances:** Client acknowledges that it is difficult to determine all necessary work and costs or expenses required for the administration or settlement of particular matters, and that while Simpluris endeavors to provide estimates and budgets of fees associated with its Services in a Proposal, such fees set forth in a Proposal represent an estimate of the Simpluris' Service fees based on the scope of Services and assumptions contemplated and agreed to by the parties at the time of Client's engagement of Simpluris' Services, but that such amounts are not intended to be binding, are subject to unforeseen or variable circumstances (including Client's further needs and instructions during the term of engagement), and are by their nature are inexact. As such, Client acknowledges and agrees that the actual fees charged by Simpluris for its Services may be greater or less than such estimate based on Services performed, and that Client will be responsible for the payment of all such fees charged by Simpluris for its Services. For clarity, Client agrees that, to the extent Client instructs or requires Simpluris to perform Services beyond those identified in the Proposal accepted by Client as of the commencement of the Services (including re-performance or alternate performance of certain tasks, or additional performance of tasks to comply with Client or Client Parties' requests or instructions), Client shall be responsible for any additional fees and expenses incurred for Simpluris' Services in connection therewith. In addition, Client agrees that (a) it will use its best efforts to include provisions reasonably acceptable to Simpluris in any relevant court order, settlement agreement, or similar document governing the matter for which Simpluris' Services are engaged to provide for the payment of Simpluris' fees and expenses hereunder, and (b) no agreement to which Simpluris is not a party shall reduce or limit Client's obligations to make the full and prompt payment of Simpluris' fees and expenses as set forth herein and in the Proposal.
- 3. Billing and Payment:** Depending on the arrangement agreed to between the parties or approved by a court, Simpluris may deduct its fees from the Qualified Settlement Fund ("QSF") associated with the matter for which Services are performed, or invoice Client (or a Client Party) on a regular basis unless a specific timeframe is otherwise set forth in the Proposal. Fees invoiced shall be paid within thirty (30) days the date of receipt. Fees unpaid thereafter are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis, and Client shall remain liable to Simpluris for all fees due to Simpluris for Services performed, regardless of any circumstance that impacts the outcome of Client's matter, including but not limited to, court decisions, actions by the parties, or a failure to consummate a settlement.
- 4. Use of Technology; Rights of Ownership:** In provision or performance of the Services, Simpluris may use certain proprietary or third party licensed software, applications, tools, programs, websites, equipment, and other technologies or other materials, including those that may be developed by Simpluris or its contractors/subcontractors prior to or during the course of the performance of Services (together, "Simpluris Technologies") to enable its operations and facilitate provision of Services, and may provide or furnish to Client or its end users such Simpluris Technologies in connection with Services provided. Client understands and agrees that, as between the parties, the Simpluris Technologies, and all data, learnings, or output derived therefrom, are the sole property of Simpluris, and may be used at its sole discretion. By engaging or accepting Simpluris' Services, Client agrees not to copy, or permit others to copy, the source code from any Simpluris Technologies or any other programs, content, or materials furnished to Client or its users, and Client consents to Simpluris' use of Simpluris Technologies, which may utilize artificial intelligence tools or programs. Fees paid by Client do not vest in Client any rights in such Simpluris property; it being understood that such property, including any Simpluris Technologies or other materials provided or used, are licensed, and are only made available to Client (or its users) in connection with the Services, subject to these Terms. Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the Simpluris Technologies, programs, system data, or materials provided or used by Simpluris in the performance of the Services. As used in these Terms, the term "programs" shall include, without limitation, data processing programs, specifications, applications, routines, and any related documentation or background technology; and the term "Affiliates" shall mean a legal entity that owns, is owned by, or is under common ownership with Simpluris, Inc., where "ownership" means, direct or indirect control of more than a fifty percent (50%) interest in the voting securities of an entity.
- 5. Bank Accounts:** Where applicable or reasonably necessary to perform Services for an engagement, Simpluris will establish a QSF, demand deposit checking account, or other distribution account for funds received related to a settlement distribution or the engagement with a suitable financial institution that support such accounts, unless directed otherwise in writing by a Client Party or the settlement agreement or legal document governing administration of the applicable matter stipulates otherwise. Simpluris may derive financial benefits from financial institutions in connection with its deposit or maintenance of such settlement funds in accounts supported by these institutions, and such amounts may be retained by Simpluris as a financial benefit and to offset administration costs, including FDIC deposit insurance recordkeeping. The funds and amounts held pursuant to these Terms are at the sole risk of Client, and, without limiting the generality of the foregoing, Simpluris shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with a financial institution, including any losses resulting from a default by such institution or other credit losses. It is acknowledged and agreed that Simpluris will have acted prudently in depositing the fund at such institution.
- 6. Confidentiality:** Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services, including any Client Materials. If, pursuant to a court order or other proceeding, a third-party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law or the applicable court order. Client will then have the option to provide Simpluris with qualified legal representation at Client's sole expense and to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation or these Terms.
- 7. Retention of Documents & Data:** Unless otherwise required by a court order or agreed between the parties in writing, (a) all returned/undeliverable physical documents will be securely shredded or destroyed after the data has been confirmed uploaded to Simpluris' systems or equipment; and (b) Simpluris will adhere to its data deletion policies and will, following conclusion of the Services, destroy all remaining project or engagement-related information from its systems 3 years after the conclusion of the project for which Client engaged Simpluris' Services, which shall typically mean 3 years after the applicable final check cashing deadline. Simpluris will retain bank and tax documents for such period as it determines is required to maintain compliance with various federal and state law requirements. Storage or retention of data beyond 3 years is available upon request, provided that Client understands and agrees fees associated with such storage will be billed as incurred and Client shall be responsible for such additional fees.
- 8. Client Materials; Database Administration:** To the extent Client or Client Parties provide Simpluris with any data, information, or materials related to Client or the matter for which Client has engaged Simpluris' Services, including those that pertain to individuals subject to the matter or Services, such as, but not limited to, contact information or other personal identifiable information of eligible claimants, prospective class members, or other related parties

(together, "Client Materials") to facilitate provision of the Services, Client shall be solely responsible for the Client Materials it provides, and represents and warrants that (a) it has, and will maintain for the duration of the Services, all rights, consents, permissions, and/or licenses necessary to collect, and to provide and transmit to Simpluris, any such Client Materials in connection with the Services and to enable Simpluris to use such Client Materials as contemplated in the Proposal and these Terms (including any consents necessary for transmitting or recording calls on its behalf); (b) Simpluris' use of such Client Materials for performance of Services as agreed between the parties, pursuant to these Terms, or otherwise pursuant to Client's or Client Parties' instructions or specifications, will not violate any applicable laws, regulations, or any intellectual property or other proprietary right of a third party; and (c) Client will indemnify Simpluris from and against third party claims that arise from Client or a Client Party's violation of this Section 8 or Simpluris' use of the Client Materials solely as authorized or instructed by a Client Party or contemplated hereunder. If Client engages Simpluris to operate calls, recordings, or email or SMS text message campaigns as a part of the Services for or on behalf of Client, Client (i) agrees that it will provide Simpluris with instructions or transcripts necessary to operate such services on its behalf, or hereby authorizes Simpluris to operate such services in accordance with its ordinary business practices, including by using its standard or automated templates, transcripts or recordings, if no such materials are provided by a Client Party, provided that the communications shall reflect the appropriate facts of the matters and be made in accordance with applicable law; and (ii) represents and warrants that it has obtained, for all individuals whose contact information Client provides to Simpluris for performance of Services, the necessary consents, licenses, or permissions for Simpluris and its authorized subcontractors to contact such individuals. Simpluris agrees that it will handle Client Materials received from Client with reasonable care and in compliance with applicable law, and that ownership rights in or to the Client Materials provided shall remain with Client, as between the parties. In addition, Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications, and calculate, mail/email, or otherwise process settlement payments. Client understands that such data must be provided in a complete, consistent, standardized electronic format, unless otherwise agreed between the parties. Simpluris' standardized format is Microsoft Excel, but Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis based on Simpluris' standard rates.

9. **Disclaimer of Warranties; Limitation of Liability:** SIMPLURIS REPRESENTS AND WARRANTS THAT IT WILL PERFORM THE SERVICES DILIGENTLY, WITH COMPETENCE AND REASONABLE CARE. IN NO EVENT WILL SIMPLURIS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY CLAIMS, LOSSES, COSTS, PENALTIES, FINES, JUDGMENTS, TAX ACTIVITIES, LOST PROFITS OR BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTIONS OR DELAY, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES RELATING TO THE PERFORMANCE OF THE SERVICES, REGARDLESS OF WHETHER CLIENT'S CLAIM IS FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SIMPLURIS' CUMULATIVE LIABILITY FOR DAMAGES TO CLIENT (OR A CLIENT PARTY) IN ANY WAY RELATED TO THIS AGREEMENT OR THE SERVICES WILL BE LIMITED TO THE TOTAL FEES CHARGED OR CHARGEABLE FOR THE PARTICULAR PORTION OF THE SERVICES AFFECTED BY SIMPLURIS' ACT, OMISSION, OR ERROR IN PERFORMANCE. TO THE EXTENT CLIENT ELECTS TO USE ANY SERVICES THAT UTILIZE MACHINE LEARNING OR ARTIFICIALLY INTELLIGENCE BASED TECHNOLOGIES ("AI OFFERINGS"), CLIENT ACKNOWLEDGES THAT, DUE TO THE NATURE OF MACHINE LEARNING AND ARTIFICIAL INTELLIGENCE, (A) OUTPUT GENERATED OR DERIVED THEREFROM MAY NOT BE UNIQUE AND THE AI OFFERINGS MAY GENERATE THE SAME OR SIMILAR OUTPUT FOR CLIENT OR A THIRD PARTY; AND (B) THE AI OFFERINGS MAY IN SOME SITUATIONS PRODUCE OUTPUT THAT IS INACCURATE, INCORRECT, OFFENSIVE OR OTHERWISE UNDESIRABLE. THE ACCURACY, QUALITY, AND COMPLIANCE WITH APPLICABLE LAW OF THE OUTPUT IS DEPENDENT UPON AND COMMENSURATE WITH THAT OF CLIENT MATERIALS INPUTTED AND CLIENT OR ITS USERS' USE OF THE AI OFFERINGS (INCLUDING COMPLIANCE WITH THESE TERMS AND APPLICABLE LAWS), AND, NOTWITHSTANDING ANYTHING ELSE HEREIN, SIMPLURIS WILL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO CLIENT OR ANOTHER PARTY FOR OR IN CONNECTION WITH ANY CLIENT MATERIALS OR OUTPUT, INCLUDING ANY LOSS, LIABILITY, OR DAMAGES RELATING TO OR ARISING THEREFROM. CLIENT IS SOLELY RESPONSIBLE FOR EVALUATING THE CONTENT, NATURE, TONE AND ACCURACY OF ANY OUTPUT AS APPROPRIATE FOR ITS APPLICABLE USE CASES. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
10. **Force Majeure:** To the extent Simpluris' ability to perform its obligations hereunder is prevented, interrupted, or delayed by reasons or events beyond Simpluris' reasonable control, including by flood, fire, earthquake, war, terrorism, riot or civil unrest, pandemic or epidemic, national or regional emergency, labor strike or shortage, industrial disturbances, act of government or other public authority (including passage of law or regulation, or imposition an export or import restriction or quota, or other prohibition), complete or partial government shutdown, disturbances to telecommunications or power systems, or other act of god (together, "Force Majeure Event"), then Simpluris' delay or lack of performance shall be excused, and these Terms, at Simpluris' option, be deemed suspended during the duration of the Force Majeure Event and for a reasonable time thereafter.
11. **Indemnification:** Client will indemnify and hold harmless Simpluris and its respective officers, directors, employees, and agents from and against any losses, damages, costs, and expenses incurred or suffered by Simpluris arising out of any claim, action, or proceeding by a third party, including governmental agencies, arising in connection with, or related to (a) any breach of these Terms by Client; or (b) the processing and handling of any payment or funds by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check, or the wrongful dishonor of a check, by Simpluris pursuant to Client's instructions.
12. **Termination; Survival:** Client may terminate the Services with thirty (30) days prior written notice to Simpluris, and Simpluris may terminate these Terms (a) for any reason upon no less than sixty (60) days prior written notice to the Client, or (b) upon fifteen (15) days' prior written notice if the Client is not current in payment of fees. Termination of Services or these Terms by either party shall in no event relieve Client of its obligation make any payment for fees due and payable to Simpluris for Services rendered up to the effective date of termination. The following sections of these Terms will survive any expiration or termination of these Terms: 3, 4, 5, 7, 8, 9, 11, 12, 14, 15, and 16.
13. **Electronic Communications:** During the term of the engagement, the parties may wish to communicate electronically with each other at a business email address. However, the parties acknowledge that the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for commonly known viruses and to check the integrity of data before sending information to the other electronically, and to use, to the extent commercially feasible, industry standard technologies and mechanisms to safeguard the transmission of any sensitive or confidential information. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.
14. **Notices:** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight delivery services or courier, to the address identified by each Party in the Proposal. Notice shall be deemed given when so delivered personally, or, if mailed, five (5) days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notices shall be addressed to an officer, principal/partner, or legal representative of Client and Simpluris, as applicable.
15. **Waiver; Severability:** Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege. If any term, condition, or provisions of these Terms shall be held to be invalid, illegal, unenforceable or in conflict with the law, the validity, legality, and enforceability of the remaining terms shall not in any way be affected or impaired thereby.
16. **Entire Agreement:** These Terms and the Proposal to which these Terms are attached embody the entire agreement between the parties with respect to the Services and subject matter hereof, and shall supersede all contemporaneous or prior negotiations, representations, terms, proposals, orders, and/or agreements related thereto, in any format, except to the extent expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT 8

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: Notice of PAGA Settlement in Taiwo Oyeleye v. Inclusion Services, LLC

Dear <<FIRST_NAME>> <<LAST_NAME>>:

A lawsuit was filed by Plaintiff Taiwo Oyeleye (“Plaintiff”) against Defendant Inclusion Services, LLC (“Defendant”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”), *Taiwo Oyeleye, et al. v. Inclusion Services, LLC, et al.*, California Superior Court, County of Los Angeles, Case No. 25STCV18888 (the “Lawsuit”). The Lawsuit was filed on behalf of the State of California and all similarly situated aggrieved employees of Defendant.

The Lawsuit sought penalties under PAGA (Labor Code § 2698, 2699, *et seq.*) for certain alleged California Labor Code violations. Specifically, Plaintiff alleges that Defendant failed to pay premium wages for missed meal and rest breaks (in violation of Labor Code §§ 226.7, 512, 558), failed to pay all wages (in violation of Labor Code §§ 510, 1194, 1194.2, 210, 218), failed to issue accurate itemized wage statements (in violation of Labor Code §§ 226(a), (e), and 1174) failed to timely pay wages during employment (Labor Code § 204), failed to timely pay all wages upon separation of employment (Labor Code §§ 201-203), and failed to reimburse necessary business expenses (Labor Code § 2802). Defendant denies liability and vigorously disputes that any PAGA penalties are due. Nonetheless, the parties have agreed to resolve the PAGA claim raised in the Lawsuit without further court action (“the Settlement”).

Under California law, any settlement of a PAGA case results in 65 percent of the PAGA penalties being paid to the State of California and 35 percent of the PAGA penalties being paid to the employees who worked during the applicable period, which includes you. The Settlement releases all claims for PAGA penalties (Labor Code §§ 2698, 2699 *et seq.*) that were alleged (as referenced above), or reasonably could have been alleged, based on the PAGA Period (the period of April 21, 2024 through [date of approval of Settlement]), including the facts stated in the Complaint and the PAGA Notice. You will be bound by the Approval Order and Judgment and will be barred from bringing, joining, or otherwise participating in a claim against any of the Released Parties for any of the Released PAGA Claims.

Enclosed is a check representing your share of the Settlement. You have 180 days to cash the settlement check. You will receive an IRS Form 1099 for the check. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment. Your individual settlement check is based on the total number of pay periods during which you were employed by Defendant in California for at least one day during the PAGA Period. According to Defendant’s records, you had a total of [] Pay Periods.

Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement. If you have any questions concerning the settlement, you may contact the Settlement Administrator at <<INSERT CONTACT INFORMATION>>.