

Kane Moon (SBN 249834)
 E-mail: kmoon@moonlawgroup.com
 Allen Feghali (SBN 301080)
 E-mail: afeghali@moonlawgroup.com
 Enzo Nabiev (SBN 332118)
 E-mail: enabiev@moonlawgroup.com
 Jason Kwak (SBN 360940)
 E-mail: jkwak@moonlawgroup.com
MOON LAW GROUP, PC
 725 S. Figueroa Street, 31st Floor
 Los Angeles, California 90017
 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125

Attorneys for Plaintiff Patrick Ejinaka

Sarkis A. Atoyan (SBN 309618)
 E-mail: Sarkis.Atoyan@aalrr.com
 Paige T. Rivett (SBN 348351)
 E-mail: Paige.Rivett@aalrr.com
ATKINSON, ANDELSON, LOYA, RUUD & ROMO
 A Professional Law Corporation
 251 South Lake Avenue, Suite 360
 Pasadena, California 91101-3018
 Telephone: (626) 583-8600
 Facsimile: (626) 583-8610

Attorneys for Defendant Elite Family Systems

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF STANISLAUS**

PATRICK EJINAKA, individually, and on
 behalf of all others similarly situated,

Plaintiff,

v.

ELITE FAMILY SYSTEMS, a California
 corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CV-25-004886

CLASS AND REPRESENTATIVE ACTION

**JOINT STIPULATION OF CLASS AND
 REPRESENTATIVE ACTION
 SETTLEMENT AGREEMENT**

Complaint filed: May 20, 2025
 FAC filed: August 20, 2025
 Trial date: Not set

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

This Class and Representative Action Settlement Agreement ("Agreement") is made by and between Plaintiff Patrick Ejinaka and Defendant Elite Family Systems (collectively, "the Parties").

1. DEFINITIONS.

1.0 "Action" means *Patrick Ejinaka v. Elite Family Systems, et al.*, Superior Court of the State of California, County of Stanislaus, Case No. CV-25-004886.

1.1 "Administrator" means APEX Class Action Administration ("APEX") the neutral entity the Parties have agreed to appoint to administer the Settlement following a competitive bidding process, or such other settlement administrator as may be approved by the Court.

1.2 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount for its reasonable fees and expenses in accordance with the Administrator's bid submitted to the Court in connection with seeking the Preliminary Approval Order.

1.3 "Aggrieved Employee" means, for purposes of Settlement, all current and former hourly-paid or non-exempt employees of Defendant who worked for Defendant in California at any time during the PAGA Period.

1.4 "Class" means, for purposes of Settlement, all current and former non-exempt, hourly employees of Defendant in California employed by Defendant during the Class Period.

1.5 "Class Counsel" means Kane Moon, Allen Feghali, Enzo Nabiev, and Jason Kwak of Moon Law Group, PC.

1.6 "Class Counsel Fees Payment" means the amount allocated to Class Counsel for payment of reasonable attorneys' fees incurred to prosecute the Action, not to exceed thirty-five percent (35%) of the Gross Settlement Amount, currently estimated to be \$84,000.00.

1.7 "Class Counsel Litigation Costs Payment" means the amount allocated to Class Counsel for reimbursement of actual expenses incurred to prosecute the Action.

- 1.8 "Class Data" means Class Member identifying information in Defendant's possession, including each individual's full name, last-known mailing and/or e-mail address, Social Security Number, dates of employment, number of Workweeks, and number of PAGA Pay Periods.
- 1.9 "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11 "Class Notice" means the Court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing, to be mailed by the Administrator to Class Members in the form attached as **Exhibit A** and incorporated by reference into this Agreement, along with a Spanish translation thereof.
- 1.12 "Class Period" means the period from May 20, 2021 through May 31, 2026 (subject to Section 8.1).
- 1.13 "Class Representative" means the named Plaintiff in the Action, Patrick Ejinaka, seeking Court approval to serve as a class representative.
- 1.14 "Class Representative Service Payment" means the court-approved payment allocated to the Class Representative for initiating and providing services in support of the Action and for providing a general release of all claims, not to exceed \$10,000.00.
- 1.15 "Court" means the Superior Court of the State of California, County of Stanislaus.
- 1.16 "Defendant" means the named Defendant, Elite Family Systems, a California corporation.
- 1.17 "Defense Counsel" means Atkinson, Andelson, Loya, Ruud & Romo.
- 1.18 "Effective Date" means the date by when both of the following have occurred: (a) the

Court enters a Judgment on its Final Approval Order; and (b) the Judgment is final. The Judgment is final on the day after the deadline for filing a notice of appeal from the Judgment (60 days); or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19 "Final Approval Order" means the Court's Order Granting Final Approval of the Settlement.

1.20 "Final Approval Hearing" means the Court's Hearing on Plaintiff's Motion for Final Approval of the Settlement.

1.21 "Gross Settlement Amount" means \$240,000.00, the total non-reversionary amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Costs Payment, the Class Representative Service Payment, and the Administration Expenses Payment. Separate and apart from the Gross Settlement Amount, Defendant agrees to pay all applicable employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments.

1.22 "Individual Class Payment" means a Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks he or she worked during the Class Period, calculated solely and exclusively to effectuate Settlement of this Action.

1.23 "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 35% of the PAGA Penalties as calculated by the Administrator according to the number of PAGA Pay Periods worked by Aggrieved Employees during the PAGA Period.

1.24 "Judgment" means the Judgment entered by the Court based upon the Final Approval Order.

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

1.26 "LWDA PAGA Payment" means sixty-five percent (65%) of the PAGA Penalties paid

to the LWDA.

1.27 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Costs Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.28 "Non-Participating Class Member" means a Class Member who requests to be excluded from the Class Settlement by sending the Administrator a valid and timely Request for Exclusion as described in Section 7.5.

1.29 "Operative Complaint" means the First Amended Class Action and Representative Action Complaint filed in this Action on August 20, 2025.

1.30 "PAGA" means the Private Attorneys General Act, Labor Code sections 2698, *et seq.*

1.31 "PAGA Notice" means Plaintiff's May 18, 2025, Notice of California Labor Code Violations and PAGA Penalties, sent to Defendant and submitted to the LWDA pursuant to California Labor Code section 2699.3(a)(1)(A), bearing LWDA Case No. LWDA-CM-1099529-25.

1.32 "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant in California at least one day during the PAGA Period.

1.33 "PAGA Period" means the period from May 18, 2024 through the end of the Class Period.

1.34 "PAGA Penalties" means the total amount of civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, in the amount of \$20,000.00, allocated 35% to the Aggrieved Employees (\$7,000.00) and 65% to the LWDA (\$13,000.00), calculated solely and exclusively to effectuate Settlement of this Action.

1.35 "Participating Class Member" means a Class Member who does not submit a valid and

timely Request for Exclusion from the Class Settlement.

1.36 "Plaintiff" means Patrick Ejinaka, the named Plaintiff in the Action.

1.37 "Preliminary Approval Order" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38 "Released Class Claims" means the claims being released as described in Section 5.1.

1.39 "Released PAGA Claims" means the claims being released as described in Section 5.2.

1.40 "Released Parties" means Defendant Elite Family Systems, and each of its former, present, and/or future directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, affiliates, agents, and any other entities or persons acting by, through, under, or in concert with any of them that could be considered to have jointly employed the Settlement Class Members or PAGA Group (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees).

1.41 "Request for Exclusion" means a Class Member's written request to be excluded from the Class Settlement.

1.42 "Response Deadline" means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and the last date on which Class Members may: (a) fax, email, or mail a Request for Exclusion from the Class Settlement; (b) fax, email, or mail a written Objection to the Settlement; or (c) fax, email, or mail a Challenge to the Calculation of Workweeks and/or PAGA Pay Periods. The Response Deadline for Class Members to whom Class Notices are re-sent after having been returned undeliverable to the Administrator shall be extended by ten (10) calendar days beyond the original Response Deadline.

1.43 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment. "Class Settlement" means the non-PAGA portion of the Settlement resolving the Released Class Claims, including the Individual Class Payments. "PAGA

Settlement" means the portion of the Settlement resolving the Released PAGA Claims, including the LWDA PAGA Payment and Individual PAGA Payments.

1.44 "Workweek" means any week during which a Participating Class Member worked for Defendant in California at least one day during the Class Period.

2. **RECITALS.**

2.1 On May 20, 2025, Plaintiff commenced the Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages (Cal. Lab. Code sections 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Compensation (Cal. Lab. Code sections 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code sections 226.7 and 512); (4) Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code section 226.7); (5) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code section 2802); (6) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code sections 201-203); (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code section 226); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code sections 17200, *et seq.*).

2.2 On May 18, 2025, pursuant to Labor Code section 2699.3(a)(1)(A), Plaintiff provided written notice to the LWDA and Defendant by sending the PAGA Notice. The LWDA did not indicate an intent to investigate. The PAGA Notice bears LWDA Case No. LWDA-CM-1099529-25.

2.3 On August 20, 2025, Plaintiff filed the First Amended Class Action and Representative Action Complaint against Defendant as a matter of right pursuant to California Labor Code section 2699.3(a)(1)(C), adding a cause of action for civil penalties under PAGA (Cal. Lab. Code section 2699, *et seq.*). The First Amended Complaint is the Operative Complaint in the Action.

2.4 On May 12, 2026, the Parties participated in a mediation presided over by Jason Marsili, Esq., an experienced wage-and-hour mediator. After a full day of mediation and through a mediator's proposal, the Parties reached a settlement of the Action.

1 2.5 For mediation, Plaintiff obtained from Defendant, through informal discovery,
2 information sufficient to meaningfully evaluate the claims at issue in the Action.
3 Defendant produced documents relating to its policies, practices, and procedures
4 regarding payment of wages, meal and rest periods, expense reimbursement, and wage
5 statements, along with payroll and timekeeping records, and information relating to the
6 size and scope of the Class, as well as data permitting Plaintiff to understand the number
7 of Workweeks and PAGA Pay Periods.

8 2.6 Defendant denies the allegations in the Operative Complaint, denies any failure to
9 comply with any laws, including but not limited to the laws identified in the Operative
10 Complaint, and denies any and all liability for the causes of action alleged in the
11 Operative Complaint.

12 2.7 The Court has not granted class certification. The Parties agree to certification of a
13 conditional class for purposes of this Settlement only, and for only such limited
14 purpose.

15 2.8 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of
16 any other pending matter or action asserting claims that will be extinguished or affected
17 by the Settlement.

18 **3. MONETARY TERMS.**

19 3.1 Gross Settlement Amount. Subject to entry of the Court's Final Approval Order,
20 Defendant will pay \$240,000.00, and no more, as the Gross Settlement Amount, and
21 will separately pay all applicable employer-side payroll taxes owed on the Wage
22 Portions (as defined below) of the Individual Class Payments. Defendant has no
23 obligation to pay the Gross Settlement Amount or any payroll taxes prior to the deadline
24 stated in Section 4.3 of this Agreement. The Administrator will disburse the entire
25 Gross Settlement Amount without asking or requiring Participating Class Members or
26 Aggrieved Employees to submit a claim as a condition of payment. None of the Gross
27 Settlement Amount will revert to Defendant.
28

1 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
2 the following payments from the Gross Settlement Amount, in the amounts specified
3 by the Court in the Final Approval Order:

4 3.2.1. To Plaintiff: A Class Representative Service Payment to the Class
5 Representative of not more than \$10,000.00 (in addition to any Individual Class
6 Payment and Individual PAGA Payment the Class Representative is entitled to
7 receive as a Participating Class Member), in exchange for the settlement of each
8 and all of his individual claims, including a general release under Civil Code
9 section 1542. Defendant will not oppose Plaintiff's request for a Class
10 Representative Service Payment that does not exceed this amount. Plaintiff
11 and/or Class Counsel will file a Motion supporting the Class Representative
12 Service Payment no later than sixteen (16) court days before the Final Approval
13 Hearing. If the Court approves a Class Representative Service Payment that is
14 less than the amount requested, the Administrator will retain the remainder in
15 the Net Settlement Amount. The Administrator will pay the Class
16 Representative Service Payment using IRS Form 1099. Plaintiff shall be solely
17 and legally responsible for paying any applicable taxes on this payment and
18 shall hold Defendant harmless from any claim or liability for taxes, penalties,
19 or interest arising as a result of the payment. Defendant makes no
20 representations as to the tax treatment or legal effect of the payment called for
21 herein, and Plaintiff is not relying on any statement or representation by
22 Defendant or its counsel in this regard.

23 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five
24 percent (35%) of the Gross Settlement Amount, which is currently estimated to
25 be \$84,000.00, and a Class Counsel Litigation Costs Payment in the amount of
26 Plaintiff's attorney actual costs, but not to exceed \$20,000.00. Defendant will
27 not oppose requests for these payments in the amounts described herein.
28

Plaintiff and/or Class Counsel will file a Motion for Class Counsel Fees Payment and Class Counsel Litigation Costs Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or Class Counsel Litigation Costs Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim related to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Costs Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Costs Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Costs Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administration Expenses Payment in the amount of \$6,750.00 approved by the Court. To the extent the administration expenses are less, or the Court approves payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.a. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's

Individual Class Payment will be allocated to settlement of claims for interest and non-wage damages (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.b. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Workweeks of Non-Participating Class Members are not included in the calculation of payments to Participating Class Members. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 65% (\$13,000.00) allocated to the LWDA PAGA Payment and 35% (\$7,000.00) allocated to the Individual PAGA Payments.

3.2.5.a. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$7,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. Individual PAGA Payments are treated as one hundred percent (100%) penalties for tax purposes and are not subject to withholdings; they will be reported on IRS 1099-MISC Forms.

3.2.5.b.If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of Defendant's records, Defendant represents that as of April 17, 2026, there are approximately 183 Class Members who collectively worked a total of approximately 9,642 Workweeks, and approximately 83 Aggrieved Employees who worked a total of approximately 1,555 PAGA Pay Periods.

4.2 Class Data. Not later than fourteen (14) calendar days after entry of the Court's Preliminary Approval Order, Defendant shall deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet, or such other form requested by the Administrator. To protect Class Members' privacy rights, the Administrator shall maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to employees of the Administrator who need access to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information as defined in Section 1.8, and to provide corrected or updated Class Data as soon as reasonably feasible. The Parties and their respective counsel shall expeditiously use best efforts, and in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Settlement Funding. No later than fourteen (14) calendar days after the Effective Date, Defendant shall fund the Gross Settlement Amount and all applicable employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments by transmitting those funds to the Administrator into a Qualified Settlement Fund ("QSF") established and maintained by the Administrator.

1 4.4 Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days
2 after Defendant fully funds the entire Gross Settlement Amount and all employer-side
3 payroll taxes owed on the Wage Portions, the Administrator shall mail checks for all
4 Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA
5 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Costs
6 Payment, the Class Representative Service Payment, and the Administration Expenses
7 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel
8 Litigation Costs Payment, and the Class Representative Service Payment shall not
9 precede disbursement of the Individual Class Payments and Individual PAGA
10 Payments.

11 4.4.1. The Administrator shall issue checks for the Individual Class Payments and/or
12 Individual PAGA Payments and send them to Class Members and Aggrieved
13 Employees via First Class United States Postal Service ("USPS") mail with
14 postage prepaid. The face of each check shall prominently state the date the
15 check will be voided. Each check will be voided 180 days after the date of
16 mailing ("Void Date"). The Administrator will cancel all checks not cashed by
17 the Void Date. The Administrator will send checks for Individual Class
18 Payments to all Participating Class Members, including those for whom a Class
19 Notice was returned undelivered. The Administrator will send checks for
20 Individual PAGA Payments to all Aggrieved Employees, including Non-
21 Participating Class Members who qualify as Aggrieved Employees and those
22 Aggrieved Employees for whom a Class Notice was returned undelivered. The
23 Administrator may send Participating Class Members who are also Aggrieved
24 Employees a single check combining the Individual Class Payment and
25 Individual PAGA Payment. Before mailing any checks, the Administrator must
26 update recipients' mailing addresses using the National Change of Address
27 Database.
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4.4.2. No later than seven (7) calendar days after receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search for Class Members and Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Thereafter, the Administrator need not take further steps to deliver checks to Class Members or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member or Aggrieved Employee whose original check was lost or misplaced and who requests the replacement before the Void Date.

4.4.3. For any Class Member whose Individual Class Payment check or any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the Void Date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member or Aggrieved Employee, leaving no "unpaid residue" in accordance with the requirements of California Code of Civil Procedure section 384(b).

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

4.5 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.

4.6 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 1.468B-1, 26 CFR section 1.468B-1 *et seq.*

1 **5. RELEASES OF CLAIMS.** Effective on the date Defendant fully funds the entire Gross
2 Settlement Amount and separately pays all applicable employer-side payroll taxes owed on the Wage
3 Portions of the Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and Class
4 Counsel will release claims against the Released Parties as follows:

5 **5.1 Plaintiff's General Release.** Plaintiff and Plaintiff's respective former and present spouses
6 (if any), representatives, agents, attorneys, heirs, administrators, successors, and
7 assigns, fully and finally release and discharge the Released Parties from any and all
8 charges, complaints, claims, and liabilities of any kind or nature whatsoever, known or
9 unknown, suspected or unsuspected ("claim(s)") which Plaintiff, at any time heretofore,
10 had or claimed to have or which Plaintiff may have or shall in the future claim to have,
11 including, without limitation, any and all claims related or in any manner incidental to
12 Plaintiff's employment. Plaintiff understands he is releasing potentially unknown
13 claims, and that Plaintiff may have limited knowledge with respect to some of the
14 claims being released. Plaintiff acknowledges there is a risk that, after signing this
15 Agreement, Plaintiff may learn information that might have affected Plaintiff's decision
16 to enter into this Agreement. Plaintiff assumes this risk and all other risks of any mistake
17 in entering into this Agreement. Plaintiff agrees that this Agreement is fairly and
18 knowingly made. Plaintiff represents and warrants that Plaintiff has all necessary
19 authority to enter into this Agreement and that Plaintiff has not transferred any interest
20 in any claims to any spouse or to any other third party.

21 5.1.1. The Parties understand the word "claim(s)" to include all causes of action,
22 lawsuits, proceedings, complaints, claims, charges, debts, contracts, judgments,
23 damages, attorney's fees, and grievances, whether actual or potential, known or
24 unknown, and specifically but not exclusively, all claims arising out of
25 Plaintiff's employment with Defendant, including, but not limited to, any and
26 all claims under the California Fair Employment and Housing Act, the Age
27 Discrimination in Employment Act, Title VII or any other statute, rule or
28

regulation relating to Plaintiff's employment with Defendant and under which Plaintiff has made a claim or could make a claim against Defendant (collectively, "Plaintiff's Released Claims").

5.1.2. Plaintiff's Released Claims shall not waive: (i) claims for unemployment or workers' compensation benefits; (ii) any vested rights Plaintiff has under ERISA-covered benefit plans as applicable on the date Plaintiff signs this Agreement, and/or claims concerning such rights; (iii) claims that may arise after Plaintiff signs this Agreement; or (iv) claims which cannot be released by private agreement.

5.1.3. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5.2 Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release and discharge the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, costs, expenses, attorney's fees, damages, and causes of action that were alleged or that reasonably could have been alleged based on the facts alleged in the Operative Complaint arising during the Class Period. This release includes, without limitation, a release of all claims alleged in the Operative Complaint for (1) failure to pay minimum wages, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to authorize and permit rest breaks, (5) failure to indemnify necessary business expenses, (6) failure to pay all unpaid wages at

1 termination, (7) failure to provide accurate itemized wage statements, (8) violation of
2 California Business and Professions Code sections 17200, *et seq.*, and statutory
3 penalties based on the foregoing (collectively, the "Released Class Claims").

4 5.3 Release by Aggrieved Employees. All Aggrieved Employees, on behalf of themselves
5 and their respective former and present spouses, representatives, agents, attorneys,
6 heirs, administrators, successors, and assigns, fully and finally release and discharge
7 the Released Parties from any and all claims for civil penalties, and attorneys' fees and
8 costs, under PAGA that were alleged or that reasonably could have been alleged based
9 on the facts alleged in the Operative Complaint or Plaintiff's PAGA Notice, including,
10 but not limited to, failure to pay minimum wages, failure to pay overtime compensation,
11 failure to provide meal periods, failure to authorize and permit rest breaks, failure to
12 indemnify necessary business expenses, failure to pay all unpaid wages at termination,
13 and failure to provide accurate itemized wage statements (collectively, the "Released
14 PAGA Claims"), arising during the PAGA Period.

15 5.4 Date Releases Become Effective. The released claims described in Sections 5.0 through
16 5.3 above shall become effective upon Defendant's full funding of the Gross Settlement
17 Amount and all applicable employer-side payroll taxes to the Administrator.

18 **6. MOTION FOR PRELIMINARY APPROVAL.**

19 6.1 Plaintiff's Responsibilities. Class Counsel will prepare and file a motion for preliminary
20 approval ("Motion for Preliminary Approval") that complies with the Court's current
21 checklist for Preliminary Approvals. Plaintiff will prepare and deliver to Defense
22 Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a
23 draft of the notice and memorandum in support of the Motion for Preliminary Approval
24 that includes appropriate analysis of the Settlement and a request for approval of the
25 PAGA Settlement under Labor Code section 2699, subdivision (s)(2); (ii) a draft
26 proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;
27 (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator
28

1 attaching its bid for administering the Settlement and attesting to its willingness to
2 serve, competency, operative procedures for protecting the security of Class Data,
3 amounts of insurance coverage for any data breach, defalcation of funds or other
4 misfeasance, all facts relevant to any actual or potential conflicts of interest with Class
5 Members, and the nature and extent of any financial relationship with Plaintiff, Class
6 Counsel, Defendant, or Defense Counsel; (v) a signed declaration from Plaintiff
7 confirming willingness and competency to serve and disclosing all facts relevant to any
8 actual or potential conflicts of interest with Class Members, and/or the Administrator;
9 (vi) a signed declaration from Class Counsel attesting to its competency to represent
10 the Class Members and its timely transmission to the LWDA of all necessary PAGA
11 documents (PAGA Notice (Lab. Code, section 2699.3, subd. (a)), Operative Complaint
12 (Lab. Code, section 2699, subd. (1)(1)), and the Agreement (Lab. Code, section 2699,
13 subd. (1)(2))); and (vii) all other facts relevant to any actual or potential conflict of
14 interest with Class Members, the Administrator. In their declarations, Plaintiff and
15 Class Counsel shall aver whether they are aware of any other pending matter or action
16 asserting claims that will be extinguished or adversely affected by the Settlement.

17 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
18 for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining
19 a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court
20 to advocate in favor of the Motion for Preliminary Approval. Class Counsel is
21 responsible for delivering the Court's Preliminary Approval to the Administrator.

22 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
23 Preliminary Approval and/or the supporting declarations and documents, Class Counsel
24 and Defense Counsel will expeditiously work together by meeting in person or by
25 telephone, and in good faith, to resolve the disagreement. If the Court does not grant
26 Preliminary Approval or conditions Preliminary Approval on any material change to
27 this Agreement, Class Counsel and Defense Counsel will expeditiously work together
28

by meeting in person or by telephone and in good faith to modify the Agreement and otherwise satisfy the Court's concerns.

6.4 Confidentiality Prior to Preliminary Approval. Until the Motion for Preliminary Approval of Settlement is filed, Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that they will not disclose, disseminate, or publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the terms of the Agreement or Settlement. Required filings with the court or public agencies, including to obtain approval or comply with the terms of the Settlement, are acceptable. In response to any inquiries, Plaintiff and Class Counsel will state that "the case was resolved," or similar words to that effect. Nothing in this Section is intended to prohibit: (i) Plaintiff from disclosing the Settlement with his immediate family members, attorneys, tax advisors, or taxing authorities; (ii) Class Counsel from disclosing the Settlement to tax advisors or taxing authorities; (iii) Class Counsel from meeting any ethical and fiduciary duties owed to Plaintiff or other Class Members; (iv) Class Counsel from communicating with Plaintiff or providing Plaintiff with legal representation; or (v) Class Counsel from making a limited disclosure to the Court and the LWDA for purposes of obtaining settlement approval or enforcing the Settlement.

6.5 Pre-Motion Class Data and Administrator Declaration. Before Plaintiff files the Motion for Preliminary Approval, and sufficiently in advance of the preliminary approval hearing, Defendant shall provide the Administrator with complete and accurate class data for all Class Members during the Class Period. Such data shall include, at a minimum, the total number of Class Members and all corresponding Workweek and/or PAGA Pay Period information necessary to calculate each Class Member's settlement allocation. The Administrator shall review and confirm the total number of Class Members and applicable Workweeks and/or PAGA Pay Periods and shall prepare a declaration attesting to the final figures. The Administrator's declaration shall be filed together with Plaintiff's Motion for Preliminary Approval, or at the latest in advance of

the preliminary approval hearing, so that the Court has confirmed final numbers prior to issuing its ruling. Plaintiff shall provide Defendant with reasonable advance written notice of the anticipated filing date of the Motion for Preliminary Approval, sufficient to allow Defendant adequate time to compile and transmit the required class data to the Administrator in accordance with this provision.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties will jointly select APEX or such other mutually agreed neutral entity following a competitive bidding process, to serve as the Administrator. Plaintiff will circulate three bids from proposed administrators for the Parties to review and agree upon. 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 the Administration Expenses Payment. The Parties and their respective counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Class Data. No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to effect and perform under the Settlement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information as defined in Section 1.8, and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing

or omitted Class Data.

7.3 Notice of Receipt of Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

7.4 Notice to Class Members. No later than fourteen (14) calendar days after receiving the Class Data from Defendant, the Administrator will send all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A**. The Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.5 Remailing of Class Notice. No later than three (3) business days after its receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by USPS. If USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send the Class Notice to Class Members whose Class Notice is returned by USPS a second time.

7.5.1. The deadlines for Class Members' Objections, Challenges to Calculation of Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional ten (10) calendar days beyond the forty-five (45) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

1 7.5.2. If the Administrator, Defendant, Defense Counsel, or Class Counsel are
2 contacted by or otherwise discover any persons who believe they should have
3 been included in the Class Data and should have received Class Notice, the
4 Parties will expeditiously meet and confer in person or by telephone, and in
5 good faith, to agree on whether to include them as Class Members. If the Parties
6 agree, such persons will be Class Members entitled to the same rights as other
7 Class Members, and the Administrator will send, via email or overnight
8 delivery, a Class Notice requiring them to exercise options under this
9 Agreement no later than fourteen (14) calendar days after receipt of the Class
10 Notice, or the deadline in the Class Notice, whichever is later.

11 7.6 Class Members' Options.

12 7.6.1. Requests for Exclusion. Each Class Member shall have forty-five (45) calendar
13 days after the Administrator mails the Class Notice (plus an additional ten (10)
14 calendar days for Class Members whose Class Notice is re-mailed) to exclude
15 themselves from the Class Settlement. A Class Member may exclude himself
16 or herself from the Class Settlement by emailing, faxing, or mailing a Request
17 for Exclusion to the Administrator by submitting written communication
18 requesting exclusion that contains all required information. The Request for
19 Exclusion must be valid and timely. To be valid, the Request for Exclusion must
20 (1) include the Class Member's full name, address, telephone number, signature,
21 and a simple written statement requesting to be excluded from the Class
22 Settlement; (2) state the case name and number of the Action; and (3) be
23 emailed, faxed, or mailed to the specified contact information for the
24 Administrator. To be timely, the Request for Exclusion must be made no later
25 than the Response Deadline; if the Request for Exclusion is sent by mail, it must
26 be postmarked no later than the Response Deadline.

27 7.6.1.a. Every Class Member who does not submit a timely and valid Request
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1 for Exclusion is deemed to be a Participating Class Member under this
2 Agreement, entitled to all benefits and bound by all terms and conditions
3 of the Settlement, including the Participating Class Members' Release
4 under Section 5.1 of this Agreement, regardless of whether the
5 Participating Class Member actually receives the Class Notice or
6 objects to the Settlement.

7 7.6.1.b. Every Class Member who submits a valid and timely Request for
8 Exclusion is a Non-Participating Class Member and shall not receive an
9 Individual Class Payment or have the right to object to the Class
10 Settlement. Because future PAGA claims are subject to claim
11 preclusion upon entry of the Judgment, Non-Participating Class
12 Members who are Aggrieved Employees are deemed to release the
13 claims identified in Section 5.2 of this Agreement and are eligible for
14 an Individual PAGA Payment.

15 7.6.2. Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each
16 Class Member shall have forty-five (45) calendar days after the Administrator
17 mails the Class Notice (plus an additional ten (10) calendar days for Class
18 Members whose Class Notice is re-mailed) to challenge the number of
19 Workweeks and/or PAGA Pay Periods allocated to the Class Member and/or
20 Aggrieved Employee in the Class Notice. A Class Member and/or Aggrieved
21 Employee may challenge the allocation by sending a Challenge to Calculation
22 of Workweeks and/or PAGA Pay Periods to the Administrator via fax, email,
23 or mail by no later than the Response Deadline. The Administrator must
24 encourage the challenging Class Member to submit supporting documentation.
25 In the absence of any contrary documentation, the Administrator is entitled to
26 presume that the Workweeks and/or PAGA Pay Periods contained in the Class
27 Notice are correct so long as they are consistent with the Class Data. The
28

1 Administrator shall promptly provide copies of all challenges to Defense
2 Counsel and Class Counsel. The Administrator's determination of allocations
3 of Workweeks and/or PAGA Pay Periods is final and not appealable or
4 otherwise susceptible to challenge.

5 7.6.3. Objections to Settlement. Each Participating Class Member shall have forty-
6 five (45) calendar days after the Administrator mails the Class Notice (plus an
7 additional ten (10) calendar days for Class Members whose Class Notice is re-
8 mailed) to object to the Class Settlement and/or this Agreement. Only
9 Participating Class Members may send written Objections to the Administrator.
10 A Participating Class Member may object to the Settlement by (1) appearing at
11 the Final Approval Hearing and verbally objecting to the Settlement or any term
12 thereof; and/or (2) sending a written Objection Form to the Administrator by
13 sending written communication that contains the required information for a
14 Written Objection. The written Objection must be valid and timely. To be valid,
15 the written Objection must: (1) include the Class Member's full name, address,
16 telephone number, and signature, the contact information for any attorney
17 representing the objecting Class Member, if any, and the factual and legal bases
18 for the Objection, including any supporting papers, briefs, written evidence,
19 declarations, and/or other evidence; (2) state the case name and number of the
20 Action; and (3) be emailed, faxed, or mailed to the specified contact information
21 for the Administrator by no later than the Response Deadline.

22 7.7 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to
23 Class Counsel and Defense Counsel that tally the number of Class Notices mailed or
24 re-mailed, Class Notices returned undelivered, Requests for Exclusion received
25 (whether valid or invalid), Objections received, Challenges to Workweeks and/or
26 PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class
27 Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports
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1 must include the Administrator's assessment of the validity of the Requests for
2 Exclusion and Objections, and attach copies of all Requests for Exclusion and
3 Objections received.

4 7.8 Administrator's Declaration. No later than seven (7) business days after the Response
5 Deadline, the Administrator will provide Class Counsel and Defense Counsel a signed
6 declaration suitable for filing in Court attesting to (i) its due diligence and compliance
7 with all of its obligations under this Agreement, including but not limited to its mailing
8 of the Class Notice, (ii) the total number of Class Notices returned as undelivered, (iii)
9 the total number of re-mailed Class Notices, (iv) its attempts to locate Class Members,
10 (v) the total number of Requests for Exclusion received (valid or invalid), (vi) the total
11 number of Objections received (valid or invalid), (vii) the total number of Participating
12 Class Members and Workweeks, (viii) the total number of Aggrieved Employees and
13 PAGA Pay Periods, and (ix) the lowest, average, and highest Individual Class Payment
14 and Individual PAGA Payment. The Administrator will supplement its declaration as
15 needed or requested by the Parties and/or the Court. Class Counsel is responsible for
16 filing the Administrator's declaration(s) in Court.

17 7.9 Final Report by Settlement Administrator. No later than fourteen (14) calendar days
18 after the Administrator disburses all funds in the Gross Settlement Amount, the
19 Administrator will provide Class Counsel and Defense Counsel with (i) a final report
20 detailing its disbursements by employee identification number only of all payments
21 made under this Agreement, and (ii) a signed declaration suitable for filing in Court
22 attesting to its disbursement of all payments required under this Agreement. Class
23 Counsel is responsible for filing the Administrator's declaration in Court.

24 7.10 Website, Email Address, and Toll-Free Number. The Administrator will establish,
25 maintain, and use an internet website to post information of interest to Class Members
26 including the date, time, and location of the Final Approval Hearing and copies of the
27 Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class
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1 Notice, Motion for Final Approval, and Final Approval and Judgment. The
2 Administrator will also maintain and monitor an email address and toll-free telephone
3 number to receive Class Member calls, faxes, and emails.

4 **8. ESCALATOR CLAUSE.**

5 8.1 The Gross Settlement Amount was negotiated based on an understanding of
6 approximately 9,642 Workweeks at issue during the Class Period. Should the Class
7 workweeks during the Class Period exceed 10,606 (110% of 9,642), Defendant shall
8 have the election to either (a) cut off the Class release period at that point, such that the
9 Class Period ends on the date the number of Workweeks reaches 10,606, in which case
10 Defendant will not be required to pay any additional amount; or (b) pay the same
11 number of percentage points (above 10%) over which the actual number of workweeks
12 exceeds 10,606 (for example, if the actual number of workweeks is determined to be
13 2% higher than 10,606, the Gross Settlement Amount would be increased by \$4,800).
14 Defendant agrees to be prepared to inform the Court of its election at the Preliminary
15 Approval Hearing.

16 **9. FINAL APPROVAL.**

17 9.1 Motion for Final Approval. No later than sixteen (16) court days before the calendared
18 Final Approval Hearing, Plaintiff will file a Motion for Final Approval of the
19 Settlement that includes a request for approval of the PAGA Settlement under Labor
20 Code section 2699(s)(2) and a [Proposed] Final Approval Order and Judgment. Plaintiff
21 shall provide drafts of these documents to Defense Counsel not later than ten (10) days
22 before filing the Motion for Final Approval. Class Counsel and Defense Counsel will
23 expeditiously meet and confer in person or by telephone, and in good faith, to resolve
24 any disagreements concerning the Motion for Final Approval. Class Counsel is
25 responsible for timely delivering the Final Approval Order and Judgment to the
26 Administrator and the LWDA.

27 9.2 Response to Objections. Each Party retains the right to respond to any Objection raised
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by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.3 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, Class Representative Service Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

9.4 Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. The prevailing Party in any litigation to enforce the terms of the Settlement shall be entitled to recover attorneys' fees and costs as determined by the Court.

9.5 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net

Settlement Amount.

9.6 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the appellate court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

9.7 Failure to Approve. If the Court does not approve, either preliminarily or finally, any material term or condition of the Settlement Agreement, or if the Court effects a material change, then this Agreement will be voidable and unenforceable, subject to the Parties' agreement to the contrary, and the costs of administration shall be split equally between Plaintiff, on one side, and Defendant, on the other.

9.8 Amended Judgment. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

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

10. **ADDITIONAL PROVISIONS.**

10.1 Entire Agreement. This Agreement and the attached **Exhibits A** constitute the entirety of the Parties' settlement terms.

10.2 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct concerning its employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law. If Final Approval does not occur, the Parties agree that this Agreement is void but remains protected by California Evidence Code section 1152.

10.3 Class Certification for Other Purposes. The Parties agree to stipulate to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move

1 for class certification on any grounds available and to contest Defendant's defenses. The
2 Settlement, this Agreement, and the Parties' willingness to settle the Action will have
3 no bearing on and will not be admissible in connection with any litigation, except for
4 proceedings to enforce or effectuate the Settlement and this Agreement.

5 10.4 No Press Releases/Advertisements. Neither Plaintiff nor Plaintiff's Counsel shall issue
6 any press release or announcement of any kind related in any way to the Settlement.
7 Plaintiff and Class Counsel agree to limit their statements regarding the terms of the
8 Settlement, whether oral, written, or electronic (including the World Wide Web), to say
9 the class action has been resolved and that Plaintiff and Class Counsel are satisfied with
10 the Settlement terms. Nothing in this Section is intended to interfere with Class
11 Counsel's duties and obligations to faithfully discharge their duties as Class Counsel,
12 including but not limited to: (1) as required by law; (2) as required under the terms of
13 the Settlement; and/or (3) as required under counsel's duties and responsibilities as
14 Class Counsel. This Settlement shall not be advertised or mentioned on any source,
15 including Plaintiff's Counsel's personal or firm website.

16 10.5 Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
17 Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived
18 at this Agreement after arm's-length negotiations and in the context of adversarial
19 litigation, taking into account all relevant factors, present and potential. The Parties
20 further acknowledge that they are each represented by competent counsel and that they
21 have had an opportunity to consult with their counsel regarding the fairness and
22 reasonableness of this Settlement.

23 10.6 No Solicitation. The Parties separately agree that they and their respective counsel and
24 employees will not solicit any Class Member to request to be excluded from or object
25 to the Settlement, or appeal from the Judgment. Nothing in this Paragraph shall be
26 construed to restrict Class Counsel's ability to communicate with Class Members in
27 accordance with Class Counsel's ethical obligations owed to Class Members.
28

1 10.7 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement,
2 together with its attached Exhibits, shall constitute the entire agreement between the
3 Parties relating to the Settlement, superseding any and all oral representations,
4 warranties, covenants, or inducements made to or by any Party.

5 10.8 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
6 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
7 appropriate action required or permitted to be taken by such Parties pursuant to this
8 Agreement to effectuate its terms, and to execute any other documents reasonably
9 required to effectuate the terms of this Agreement including any amendments to this
10 Agreement.

11 10.9 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
12 the Court will first attempt to construe the provision as valid to the fullest extent
13 possible consistent with applicable precedents to define all provisions of this
14 Agreement as valid and enforceable.

15 10.10 Waiver. No waiver of any condition or covenant contained in this Agreement or failure
16 to exercise a right or remedy by any of the Parties hereto will be considered to imply or
17 constitute a further waiver by such party of the same or any other condition, covenant,
18 right, or remedy.

19 10.11 Cooperation. The Parties and their counsel will cooperate and use their best efforts, in
20 good faith, to implement the Settlement by, among other things, modifying the
21 Settlement Agreement, submitting supplemental evidence, and supplementing points
22 and authorities as requested by the Court. In the event the Parties are unable to agree
23 upon the form or content of any document necessary to implement the Settlement, or
24 on any modification of the Agreement that may become necessary to implement the
25 Settlement, the Parties will seek the assistance of the mediator and/or the Court for
26 resolution.

27 10.12 No Prior Assignments. The Parties separately represent and warrant that they have not
28

directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.13 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel is providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.14 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.

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

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

10.17 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.18 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.

10.19 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) days

after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

10.20 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.

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

10.22 Notice. All notices, demands, or other communications between the Parties in connection with this Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by USPS mail, or the day sent by e-mail or messenger, addressed as follows:

To Plaintiff:

Kane Moon | E-mail: kmoon@moonlawgroup.com
 Allen Feghali | E-mail: afeghali@moonlawgroup.com
 Enzo Nabiev | E-mail: enabiev@moonlawgroup.com
 Jason Kwak | E-mail: jkwak@moonlawgroup.com

MOON LAW GROUP, PC
 725 S. Figueroa Street, 31st Floor
 Los Angeles, California 90017

To Defendant:

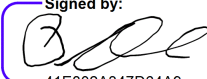
Sarkis A. Atoyan | E-mail: Sarkis.Atoyan@aalrr.com
 Paige T. Rivett | E-mail: Paige.Rivett@aalrr.com
ATKINSON, ANDELSON, LOYA, RUUD & ROMO
 251 South Lake Avenue, Suite 360
 Pasadena, California 91101-3018

10.25 Advice of Counsel. The Parties each acknowledge and agree that they have read and fully understand the contents of this Agreement, that they have been represented by counsel, and that they have had the time and opportunity to receive the advice of counsel in entering into this settlement and Agreement.

1 IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily executed this Agreement as
2 of the date set forth below.

3
4 **Plaintiff & Settlement Representative:**

5 Dated: 6/24/2026

By: 
41E802A347D64A9...
Patrick Ejinaka

8
9 **Defendant & Defendant's Representative:**

10
11 Dated:

By: _____
Bill W. Sneed, Sr.
Title: President
On behalf of Defendant Elite Family Systems

1 IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily executed this Agreement as
2 of the date set forth below.

3
4 **Plaintiff & Settlement Representative:**

5 Dated:

By: _____

Patrick Ejinaka

8
9 **Defendant & Defendant's Representative:**

10
11 Dated: June 24, 2026

By: _____

Bill W. Sneed Sr.
Bill W. Sneed, Sr.
Title: President
On behalf of Defendant Elite Family Systems

Exhibit A

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

PLEASE READ THIS NOTICE

Your legal rights are affected whether or not you act. Please read this notice carefully.

In the class and representative action entitled *Patrick Ejinaka v. Elite Family Systems*, Stanislaus County Superior Court, Case No. CV-25-004886 (“Action”), Plaintiff Patrick Ejinaka (“Plaintiff”) alleges Defendant Elite Family Systems, a California corporation (“Defendant”) violated several provisions of the California Labor Code and California Business and Professions Code, and owes civil penalties to the Labor and Workforce Development Agency (“LWDA”) and Aggrieved Employees (defined below) under the Private Attorneys General Act, California Labor Code sections 2698, *et seq.* (“PAGA”). Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

However, in the interest of avoiding further litigation and the costs and uncertainties associated with further litigation, Plaintiff and Defendant have reached a Settlement Agreement (“Settlement”), which has been preliminarily approved by the Court. By agreeing to the Settlement, Defendant in no way admits any violation of law and expressly denies any liability to Plaintiff or others.

You are subject to the terms of the Settlement because you have been identified by Defendant’s records as a Class Member and/or Aggrieved Employee.

“Class” means all current and former non-exempt, hourly employees of Defendant in California employed from May 20, 2021, through May 31, 2026 (“Class Period”).

“Aggrieved Employees” means all current and former non-exempt, hourly employees of Defendant in California employed from May 18, 2024, through the date the Class Period ends (“PAGA Period”).

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
Participate in the Settlement	If you want to participate in the Settlement, remain in the Class, and receive your Individual Class Payment and Individual PAGA Payment, <u>then you do not need to do anything.</u>
Exclude Yourself From the Settlement	If you do not want to participate in the Settlement or remain in the Class, <u>then you need to follow the instructions in Section 6.</u> If you exclude yourself from the Settlement, you will not receive your Individual Class Payment, and you will not release the Released Class Claims against the Released Parties (defined in Section 4, below). However, if the Settlement is approved by the Court and you are an Aggrieved Employee, you will receive your Individual PAGA Payment, and you will release the Released PAGA Claims, even if you exclude yourself from the Settlement.
Object to the Settlement	If you want to object to the terms of the Settlement but remain in the Class, <u>then you need to follow the instructions in Section 7.</u> If you object to the Settlement, you will still be bound by the terms of the Settlement if it is approved by the Court.

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendant’s records reflect that you are a Class Member and/or Aggrieved Employee (defined above). Because the Settlement, which has been preliminarily approved by the Court, affects Class Members’ and Aggrieved Employees’ legal rights, the Court ordered that this Notice be sent to you. This

Notice provides you with information about (1) the Action, (2) the monetary terms of the Settlement, (3) your estimated Individual Class Payment, provided you do not request to be excluded from the Settlement, (4) your estimated Individual PAGA Payment, (5) the terms of the Settlement, including the claims that are being released, (6) how to participate in, exclude yourself from, or object to the Settlement, and (7) where to find additional information regarding the Action and Settlement.

2. WHAT IS THIS CASE ABOUT?

Plaintiff alleges Defendant: (1) failed to pay Class Members minimum wages for all hours worked; (2) failed to pay Class Members overtime compensation; (3) failed to provide Class Members compliant meal periods or compensation in lieu thereof; (4) failed to provide Class Members compliant rest breaks or compensation in lieu thereof; (5) failed to reimburse Class Members for necessary business expenses they incurred in the direct discharge of their duties to Defendant; (6) failed to timely pay Class Members all compensation due upon termination or resignation; (7) failed to provide Class Members accurate itemized wage statements; (8) engaged in unlawful business practices in violation of California Business and Professions Code sections 17200, *et seq.*; and/or (9) owes civil penalties under PAGA.

Defendant denies these allegations and maintains it fully complied with all applicable laws, provided, permitted, and authorized Class Members to take all meal periods and rest breaks, reimbursed Class Members for all necessary business expenses, provided Class Members with accurate wage statements, compensated Class Members for all wages upon termination or resignation, did not perform any unlawful business acts under California Business and Professions Code sections 17200, *et seq.*, and owes no civil penalties under PAGA. Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

The Court has not ruled on the merits of the claims alleged by Plaintiff. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose the Action on the merits. Rather, the Court has determined only that there is sufficient evidence to determine, on a preliminary basis, that the proposed Settlement is fair, adequate, and reasonable. The final determination of this question will be made at the Final Approval Hearing. Defendant reserves the right, if for any reason the Settlement fails, to contest any factual or legal allegations, including to contest whether the Action should proceed as a class and/or representative action.

3. THE MONETARY TERMS OF THE SETTLEMENT AND CALCULATION OF YOUR INDIVIDUAL CLASS PAYMENT AND INDIVIDUAL PAGA PAYMENT

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendant has agreed to pay a Gross Settlement Amount of \$240,000.00 to settle the Action. The following amounts will be paid from the Gross Settlement Amount:

- An Administrator Expenses Payment for reimbursement of the Administrator's reasonable fees and expenses, in an amount of \$6,750.00;
- A Class Representative Service Payment not to exceed \$10,000.00 to Class Representative Patrick Ejinaka for his services in support of the Action and General Release;
- PAGA Penalties in the amount of \$20,000.00 allocated to PAGA, with \$13,000.00 to be paid to the LWDA and \$7,000.00 to be paid to Aggrieved Employees; and
- A Class Counsel Fees Payment not to exceed 35% (*i.e.*, \$84,000.00) of the Gross Settlement Amount to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, plus Class Counsel's actual litigation costs not to exceed \$20,000.00.

Net Settlement Amount: The amount remaining from the Gross Settlement Amount after the above deductions is called the “Net Settlement Amount.” The Net Settlement Amount will be allocated to all Participating Class Members and calculated as follows:

1. The Administrator will determine the number of weeks each Participating Class Member worked for Defendant for at least one day during the Class Period (“Workweeks”);
2. The Administrator will determine the value of a single Workweek by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members; and
3. Each Participating Class Member shall receive an Individual Class Payment equal to his or her Workweeks multiplied by the value of a single Workweek.

You have been credited with ☐ Workweeks. Based on these Workweeks, your Individual Class Payment, prior to any applicable withholdings, is estimated to be \$. Depending on rulings from the Court that might affect the Gross Settlement Amount, as well as the number of Class Members who may exclude themselves from the Settlement, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

Individual PAGA Payment: A total of Twenty Thousand Dollars (\$20,000.00) of the Gross Settlement Amount has been allocated to PAGA Penalties. Of this amount, \$13,000.00 shall be paid to the California Labor and Workforce Development Agency (“LWDA PAGA Payment”), and \$7,000.00 (the “Individual PAGA Payment”) shall be paid on a pro rata basis to Aggrieved Employees, calculated as follows:

1. The Administrator will determine the number of pay periods each Aggrieved Employee worked for Defendant for at least one day during the PAGA Period (“PAGA Pay Periods”);
2. The Administrator will determine the value of a single PAGA Pay Period by dividing the Individual PAGA Payment by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and
3. Each Aggrieved Employee shall receive an Individual PAGA Payment equal to his or her PAGA Pay Periods multiplied by the value of a single PAGA Pay Period.

You have been credited with ☐ PAGA Pay Periods. Based on these PAGA Pay Periods, your Individual PAGA Payment is estimated to be \$. Depending on rulings from the Court that might affect the Gross Settlement Amount, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

If you dispute the total number of Workweeks and/or PAGA Pay Periods that you have been credited with, you may challenge the allocation by sending a Challenge to the Calculation of Workweeks and/or Pay Periods to the Administrator (“Challenge”). Your Challenge should (1) contain your name, address, and telephone number and the case name and number of the Action (*i.e.*, *Patrick Ejinaka v. Elite Family Systems*, Stanislaus County Superior Court, Case No. CV-25-004886); (2) clearly state the number of Workweeks and/or PAGA Pay Periods you believe is correct; and (3) attach any documentary evidence you have to prove the number of contended Workweeks and/or PAGA Pay Periods. Your Challenge must be postmarked on or before [Response Deadline] and returned to the Administrator at the following address:

Administrator
[contact info]

In addition to the Gross Settlement Amount, Defendant will pay all applicable employer-side payroll taxes in connection with the Settlement. Class Members are responsible for paying applicable taxes on amounts received from the Settlement. This Notice is not tax advice, and you should consult your tax advisor.

4. WHAT AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?

As of the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the wage portions of the Individual Class Payments, all Class Members who do not opt out of the Settlement (*i.e.*, Participating Class Members), including Plaintiff, will fully and finally release and discharge the Released Parties from the Released Class Claims.

“Released Parties” means Defendant Elite Family Systems, a California corporation, together with its related entities, officers, directors, and employees, as further defined in the Settlement Agreement.

Release by Participating Class Members: All Class Members who do not timely opt out of the Settlement will release the Released Parties from any and all class claims that were asserted in, or could have arisen out of, the First Amended Class and Representative Action Complaint in the Action for the duration of the Class Period, including all of the following: (i) failure to pay minimum wages for all hours worked; (ii) failure to pay overtime compensation; (iii) failure to provide compliant meal periods or compensation in lieu thereof; (iv) failure to authorize and permit compliant rest breaks or compensation in lieu thereof; (v) failure to reimburse or indemnify necessary business expenses; (vi) failure to timely pay wages during employment; (vii) failure to provide complete, accurate itemized wage statements; (viii) failure to pay wages timely at time of termination or resignation; and (ix) unfair business practices (collectively, the “Released Class Claims”).

5. WHAT AM I RELEASING AS AN AGGRIEVED EMPLOYEE UNDER THE SETTLEMENT?

As of the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the wage portions of the Individual Class Payments, Aggrieved Employees will fully and finally release and discharge the Released Parties from the Released PAGA Claims. Released Parties are defined in Section 4 of this Notice, above.

Plaintiff and all Aggrieved Employees will release the Released Parties from all causes of action and claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that were asserted in Plaintiff’s PAGA Notice filed with the LWDA or claims for civil penalties under PAGA that arise based on the allegations in the PAGA Notice, for the duration of the PAGA Period (collectively, the “Released PAGA Claims”).

AGGRIEVED EMPLOYEES CANNOT OPT-OUT OF THE PAGA SETTLEMENT OR THE RELEASE OF RELEASED PAGA CLAIMS, AND THEY WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.

6. WHAT IF I DO NOT WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

You have the right to request exclusion from the Settlement as a Class Member, with regard to the settlement of Released Class Claims, but you are not able to exclude yourself as an Aggrieved Employee. If you wish to exclude yourself from the release of Released Class Claims, you must mail a Request for Exclusion to the Administrator at the address listed in Section 3 of this Notice, above. The Request for Exclusion must be valid and timely.

To be valid, the Request for Exclusion must (1) include your full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action (*i.e.*, *Patrick Ejinaka v. Elite Family Systems*, Stanislaus County Superior Court, Case No. CV-25-004886); and (3) be mailed to the specified physical address of the Administrator. To be timely, the Request for Exclusion must be postmarked no later than the [Response Deadline]. The postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. A Request for Exclusion form is attached

to this Notice. You may complete and submit this form to exclude yourself from the Settlement. It is your responsibility to ensure the Administrator timely receives your Request for Exclusion. **Unless you timely request to be excluded from the Settlement, you will be bound by the Final Judgment upon Final Approval.**

Class Members who request to be excluded from the Settlement will NOT receive their Individual Class Payment and will not release any of the Released Class Claims. However, Class Members who are Aggrieved Employees will receive their Individual PAGA Payment and will release the Released PAGA Claims, regardless of whether they submit a Request for Exclusion.

7. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

You have the right to object to the Settlement or to any settlement term as a Participating Class Member. If you wish to object, you may (1) appear at the Final Approval Hearing and verbally object to the Settlement or any term thereof; and/or (2) send a written Objection to the Administrator at the address listed in Section 3 of this Notice, above. The written Objection must be valid and timely. To be valid, the written Objection must (1) include your full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action (*i.e.*, *Patrick Ejinaka v. Elite Family Systems*, Stanislaus County Superior Court, Case No. CV-25-004886); and (3) be mailed to the specified physical address of the Administrator. To be timely, the written Objection must be postmarked no later than the [Response Deadline]. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted.

Filing an objection will ***not*** exclude you from the Settlement. If the Court grants Final Approval of the Settlement, you will still receive an Individual Class Payment, and you will be barred from pursuing the Released Class Claims. **Do not submit both an Objection and a Request for Exclusion. You may file one or neither.** If you file neither, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval Hearing is scheduled to take place on _____ at _____ a.m. in the Superior Court of the State of California, County of Stanislaus, Department _____ located at 801 10th Street, Modesto, CA 95354. This date and time may be subject to change without notice to you. You may verify the hearing date on the following website: [ADMINISTRATOR WEBSITE]. Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to offer comments and/or present verbal objections at the Final Approval Hearing.

9. WHO ARE THE ATTORNEYS?

Attorneys for Plaintiff and the Class:

Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
Enzo Nabiev (SBN 332118)
E-mail: enabiev@moonlawgroup.com
Jason Kwak (SBN 360940)
E-mail: jkwak@moonlawgroup.com
MOON LAW GROUP, PC

Attorneys for Defendant:

Sarkis A. Atoyan (SBN 309618)
E-mail: Sarkis.Atoyan@aalrr.com
Paige T. Rivett (SBN 348351)
E-mail: Paige.Rivett@aalrr.com
ATKINSON, ANDELSON, LOYA, RUUD & ROMO
251 South Lake Avenue, Suite 360
Pasadena, California 91101
Telephone: (626) 583-8600
Facsimile: (626) 583-8610

725 S. Figueroa Street, 31st Floor Los Angeles, California 90017 Telephone: (213) 232-3128 Facsimile: (213) 232-3125	
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The Court has permitted, for purposes of settlement, the Attorneys for Plaintiff and the Class to represent the Participating Class Members. Other than the Class Counsel Fees Payment and Class Counsel Expenses Payment approved by the Court and to be paid out of the Gross Settlement Amount, you will not be charged for their services.

10. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

11. FURTHER INFORMATION

The foregoing is only a summary of the Settlement. For the precise terms and conditions of the Settlement and other important case documents, please see the Settlement available at www. .com, or contact Class Counsel at the address or telephone number provided in Section 9, above.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

REQUEST FOR EXCLUSION FORM

I, _____, wish to be excluded from the Settlement of Class claims in *Patrick Ejinaka v. Elite Family Systems*, Stanislaus County Superior Court, Case No. CV-25-004886.

Full Name (Printed)

Address

City

State and Zip Code

Telephone Number

Signature

[Note: (1) This Request for Exclusion Form *does not* exclude you from the Settlement of PAGA claims, and (2) this Request for Exclusion Form *must* be mailed to the following physical address of the Administrator on or before [Response Deadline]]:

Administrator
[contact info]