

1 **MESSRELIAN LAW INC.**
Harout Messrelian, Esq. (SBN 272020)
2 hm@messrelianlaw.com
101 N. Brand Blvd., Suite 1450
3 Glendale, California 91203
Telephone: (818) 484-6531
4 Facsimile: (818) 956-1983

5 Attorney for Plaintiff,
EXCELLENT MCAFEE

6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
7 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**
8 **(UNLIMITED JURISDICTION)**
9

10 EXCELLENT MCAFEE,

11 Plaintiff,

12 vs.

13 FOXBLOOD INC. dba MY VIOLET; and
14 DOES 1 to 25, inclusive,

15 Defendant.

Case No.: 26STCV12120

*[Assigned for all purposes to Honorable
Wendy Chang, Judge]*

**SUPPLEMENTAL DECLARATION OF
HAROUT MESSRELIAN ADDRESSING
THE COURT'S CONCERNS AND HOW
THE PENDING ISSUES WERE
RESOLVED**

[Filed Concurrently with Memorandum of
Costs; and Amended [Proposed] Order]

Hearing Date: October 6, 2026
Time: 8:30 a.m.
Department: 410

Complaint Filed: April 15, 2026

21 **SUPPLEMENTAL DECLARATION OF HAROUT MESSRELIAN**
22

23 I, Harout Messrelian, declare as follows:

24 1. I am an attorney duly licensed to practice before all the Courts of the State of
25 California. I am the managing attorney of Messrelian Law Inc. and the attorney of record for
26 Plaintiff Excellent McAfee ("Plaintiff") in her action against Defendant Foxblood Inc. dba My
27 Violet ("Defendant" or "Foxblood").

28 2. Except as otherwise indicated, I have personal knowledge of all matters set
forth herein and, if called as a witness, could and would competently testify thereto under

1 oath.

2 3. This Supplemental Declaration is submitted in response to the Court's August
3 13, 2026 tentative ruling and Minute Order, which continued the hearing on Plaintiff's
4 Unopposed PAGA Approval Motion from August 13, 2026 to October 6, 2026 for the Parties
5 to submit corrected papers.

6 4. I can attest that I am not aware of any class, representative, or other collective
7 action in any other court that asserts claims similar to those asserted in this Action, or whose
8 claims would be extinguished or adversely affected by this Settlement.

9 5. I do not have any fee-splitting agreement or fee-sharing arrangement with any
10 other counsel in connection with this matter.

11 6. The exhibits to this Supplemental Declaration are numbered anew, beginning
12 with Exhibit 1. Exhibits filed with my May 15, 2026 declaration in support of the Motion are
13 identified in this declaration as exhibits to that declaration.

14 7. A true and correct copy of the amended PAGA Settlement Agreement
15 ("Amended PAGA Settlement"), signed by the Parties in counterparts, is attached as **Exhibit**
16 **1**.

17 8. A true and correct copy of the redline changes made to the original PAGA
18 Settlement Agreement, which is attached as Exhibit 1 to my May 15, 2026 declaration, is
19 attached as **Exhibit 2**. Herein, **Exhibit 2** shall be referred to as the "Redlined PAGA
20 Settlement."

21 9. A true and correct copy of the redline changes made to the original [Proposed]
22 Order on Unopposed PAGA Approval Motion is attached as **Exhibit 3**. Herein, **Exhibit 3**
23 shall be referred to as the "Redlined [Proposed] Order."

24 10. A true and correct copy of Plaintiff's initial PAGA notice letter dated July 22,
25 2025, submitted to the California Labor and Workforce Development Agency ("LWDA") and
26 served on Defendant by certified mail, together with the LWDA's confirmation of submission,
27 is attached as **Exhibit 4**.

28 11. A true and correct copy of Plaintiff's amended PAGA notice letter dated

1 August 27, 2025, submitted to the LWDA under the same case number and served on
2 Defendant by certified mail, together with the LWDA's confirmation of submission, is
3 attached as **Exhibit 5**. The amended notice asserts the same Labor Code violations as the
4 initial notice and corrected the mailing address at which Lindsay Rink was served.

5 12. True and correct copies of the receipts and invoices supporting the litigation
6 expenses itemized in the concurrently filed Memorandum of Costs are attached as **Exhibit 6**.

7 13. A true and correct copy of the Declaration of Michael Sutherland, the President
8 of Apex Class Action LLC, the Settlement Administrator, executed August 27, 2026, is
9 attached as **Exhibit 7**. Attached to Mr. Sutherland's declaration are Apex's curriculum vitae
10 (its Exhibit A), Apex's "not to exceed" bid (its Exhibit B), and the declarations pages and
11 certificates for Apex's insurance policies (its Exhibit C).

12 14. A true and correct copy of Plaintiff's submission to the LWDA of the Amended
13 PAGA Settlement, this Supplemental Declaration, and the amended [Proposed] Order,
14 together with the LWDA's confirmation of that submission, is attached as **Exhibit 8**.

15 15. In its tentative ruling dated August 13, 2026, the Court identified five items
16 requiring correction in the moving papers and in the proposed settlement. Each of the Court's
17 comments is recited below in bold, followed by a discussion of my response to the comment
18 and where compliance is documented.

19 **Court's Issues with the Moving Papers**

20 **The motion is missing the following items: A copy of the initial letter to the LWDA.**

21 16. A true and correct copy of Plaintiff's initial PAGA notice letter to the LWDA,
22 dated July 22, 2025, is attached as **Exhibit 4**, together with the LWDA's confirmation of
23 submission reflecting LWDA Case No. LWDA-CM-1113557-25 and payment of the \$75.00
24 filing fee. Plaintiff also submitted an amended PAGA notice letter dated August 27, 2025, a
25 true and correct copy of which is attached as **Exhibit 5**. Both letters were served on Defendant
26 by certified mail on the same dates they were submitted to the LWDA. The LWDA did not
27 provide notice of any intent to investigate the allegations in either notice within the 65-
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1 calendar-day period prescribed by Labor Code section 2699.3, subdivision (a)(2)(A), and did
2 not issue a citation, so Plaintiff was authorized to commence this Action.

3 17. Plaintiff has also satisfied the submission requirements of Labor Code section
4 2699, subdivision (l). A copy of the proposed Settlement was submitted to the LWDA on May
5 15, 2026, the same day the Motion and the proposed Settlement were submitted to the Court,
6 in accordance with Labor Code section 2699, subdivision (l)(2). The Amended PAGA
7 Settlement, this Supplemental Declaration, and the amended [Proposed] Order were submitted
8 to the LWDA on September 9, 2026, the same day these papers were filed with the Court,
9 again in accordance with Labor Code section 2699, subdivision (l)(2). The LWDA's
10 confirmation of that submission is attached as **Exhibit 8**. The LWDA has not appeared in this
11 Action, has not objected to the Settlement, and has not requested any change to it. Within ten
12 days after the Court enters its order approving the Amended PAGA Settlement and the
13 Judgment thereon, I will submit a copy of that order and Judgment to the LWDA in
14 accordance with Labor Code section 2699, subdivision (l)(3).

15 **Information of how long the statute of limitations was tolled while awaiting a response**
16 **from the LWDA; or alternatively, why the definition of aggrieved employees does not**
17 **exceed the statute of limitations.**

18 18. A PAGA action is subject to a one-year statute of limitations under Code of
19 Civil Procedure section 340, subdivision (a), because it is an action upon a statute for a civil
20 penalty given to an individual, or to an individual and the State. (*Brown v. Ralphs Grocery Co.*
21 (2018) 28 Cal.App.5th 824, 839; *Hutcheson v. Superior Court* (2022) 74 Cal.App.5th 932;
22 *LaCour v. Marshalls of California, LLC* (2023) 94 Cal.App.5th 1172.) The one-year period is
23 anchored to the date the aggrieved employee serves the PAGA notice on the LWDA, not to the
24 later filing of the civil complaint. An aggrieved employee may not commence a PAGA action
25 until she has served the notice required by Labor Code section 2699.3, subdivision (a), and the
26 notice itself must be served within one year of the last Labor Code violation. (*Brown v. Ralphs*
27 *Grocery Co., supra*, 28 Cal.App.5th at p. 839; *Esparza v. Safeway, Inc.* (2019) 36 Cal.App.5th
28 42.) The Court of Appeal applied that measurement in *Arce v. The Ensign Group, Inc.* (2023)
96 Cal.App.5th 622, where the limitations analysis turned on whether Labor Code violations

1 occurred within the one year preceding the date the plaintiff submitted her prefiling notice to
2 the LWDA.

3 19. Applying that rule here, the definition of Aggrieved Employees does not
4 exceed the statute of limitations. Plaintiff served her initial PAGA notice on the LWDA and on
5 Defendant on July 22, 2025. The PAGA Period defined in paragraph 1.19 of the Settlement
6 Agreement begins on July 22, 2024, exactly one year before that notice. The reach-back period
7 and the definition of Aggrieved Employees are therefore coextensive with the one-year
8 limitations period, not broader than it. As to tolling, Labor Code section 2699.3, subdivision
9 (d), provides that the periods specified in that section “shall not count as part of the time
10 limited for the commencement of the civil action to recover penalties.” Plaintiff’s notice was
11 submitted on July 22, 2025, and the 65-calendar-day LWDA review period ran through
12 September 25, 2025. The limitations period was therefore tolled for **65 days**. That tolling
13 operates prospectively: it extended the deadline by which Plaintiff was required to file her civil
14 Complaint, and it ensured that Plaintiff was not prejudiced by the mandatory waiting period
15 during which she was barred from suing. (*Arce v. The Ensign Group, Inc.*, *supra*, 96
16 Cal.App.5th 622; *LaCour v. Marshalls of California, LLC*, *supra*, 94 Cal.App.5th 1172;
17 *Hutcheson v. Superior Court*, *supra*, 74 Cal.App.5th 932.) Plaintiff filed the Complaint on
18 April 15, 2026. Plaintiff has *not* relied on the 65 days of tolling to reach further back than July
19 22, 2024, and the PAGA Period has not been enlarged on account of tolling.

20 20. Plaintiff also has standing to pursue penalties for the PAGA Period. Plaintiff
21 was employed by Defendant from August 2024 through July 13, 2025, a period falling entirely
22 within the one year preceding her July 22, 2025 notice, so the violations she personally
23 suffered are timely. The PAGA Period ends on March 20, 2026, the date of the Parties’
24 mediation. That end date is forward of the notice date and raises no limitations issue. It reflects
25 the Parties’ agreement to resolve civil penalties through the date of settlement, which increases
26 rather than decreases the number of pay periods for which penalties were computed and paid.

27 **A memorandum of costs.**

28 21. Concurrently with this Supplemental Declaration, Plaintiff is filing a verified

Memorandum of Costs itemizing the \$1,857.20 in litigation expenses that PAGA Counsel requests be reimbursed from the Gross Settlement Amount. True and correct copies of the supporting receipts and invoices are attached as **Exhibit 6**. The litigation expenses are: (a) **\$435.00** for the first appearance and filing fee paid to the Los Angeles Superior Court in connection with the filing of the Complaint on April 15, 2026 (InfoTrack court transaction envelope no. 26LA00797910); (b) **\$24.70** in electronic filing fees charged in connection with that same filing, consisting of a \$3.50 convenience fee, a \$2.25 court transaction fee, and an \$18.95 provider service fee; (c) **\$75.00** for the PAGA filing fee paid to the LWDA on July 22, 2025 in connection with the submission of Plaintiff's initial PAGA notice, pursuant to Labor Code section 2699.3, subdivision (a)(1)(A); and (d) **\$1,322.50** paid to JTC Corporation for the analysis of the anonymized time and payroll records Defendant produced in informal discovery (invoice no. 260309, 5.75 hours at \$230.00 per hour, paid in full). These four items total **\$1,857.20**. Each of these expenses was actually incurred by my firm, was reasonably necessary to the investigation and prosecution of this Action, and has not been reimbursed from any other source. These amounts are sought as reimbursement of the "PAGA Counsel Litigation Expenses Payment" from the common fund under paragraph 3.2.1 of the Settlement Agreement and Defendant does not oppose their reimbursement. Should the Court nevertheless conclude that any item is not properly reimbursable, PAGA Counsel will accept a reduction, and pursuant to paragraph 3.2.1 of the Settlement Agreement any disallowed amount would be reallocated to the Net Settlement Amount for distribution to the LWDA and the Aggrieved Employees rather than reverting to Defendant.

Court's Issues with the Settlement Agreement

Release Language in the Settlement Agreement

22. After meeting and conferring with Defendant's Counsel, the following changes were made to paragraph 5.1. The phrase "generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to all claims for civil penalties" was replaced with "release and discharge Released Parties from all claims for civil penalties." The phrase beginning "as based

1 upon all underlying wage and hour claims under state, federal, or local law” was deleted and
2 replaced with “and that occurred during the PAGA Period, including but not limited to claims
3 for PAGA civil penalties.” A sentence was added confirming that Plaintiff’s Release is limited
4 to claims for PAGA civil penalties and that Plaintiff does not, by way of the Agreement, release
5 any individual or non-representative claim for unpaid wages, statutory damages, restitution,
6 interest, or any other non-PAGA relief. The final sentence of paragraph 5.1, quoted above, was
7 deleted in its entirety. (*see* Redlined PAGA Settlement ¶ 5.1; **Exhibit 2**).

8 23. A new paragraph 5.4 was added, entitled “No Waiver of Unknown Claims; No
9 Civil Code Section 1542 Waiver.” It provides that neither the Agreement nor any Judgment
10 entered upon it effects a waiver of California Civil Code section 1542 or a release of unknown
11 claims by Plaintiff or by any Aggrieved Employee, and that the releases effected by the
12 Agreement are limited to claims for PAGA civil penalties appropriately tethered to the factual
13 allegations of the Complaint and the PAGA Notice. (*see* Redlined PAGA Settlement ¶ 5.4;
14 **Exhibit 2**).

15 24. A new paragraph 5.5 was added confirming that Plaintiff’s individual, non-
16 representative claims were resolved by a separate written agreement supported by separate
17 consideration paid by Defendant outside of, and in addition to, the Gross Settlement Amount;
18 that no portion of the Gross Settlement Amount was paid in consideration of that separate
19 agreement; and that the separate agreement does not release, affect, or bind the claims of any
20 Aggrieved Employee other than Plaintiff. This addresses paragraph 24 of my May 15, 2026
21 declaration, which referenced the Civil Code section 1542 waiver contained in that separate
22 individual agreement. Defendant’s Counsel and I are willing to lodge a copy of the confidential
23 individual settlement agreement with the Court for *in camera* review prior to or at the time of
24 the hearing, and I will do so if the Court so requests. (*see* Redlined PAGA Settlement ¶ 5.5;
25 **Exhibit 2**).

26 **Insurance or procedure in place in case of a data breach of the administrator.**

27 25. The Declaration of Michael Sutherland, the President of Apex Class Action LLC,
28 executed August 27, 2026, is attached as **Exhibit 7**. It addresses both halves of the Court’s

1 concern, insurance and procedure. As to insurance, Mr. Sutherland attests that Apex maintains,
2 and will maintain in force throughout this administration, \$2,000,000 in professional liability
3 coverage through Underwriters at Lloyd's, London (administered by Hiscox Inc., Certificate
4 No. MPL5320519.26) and Scottsdale Insurance Company (Policy No. EKS3626198), each
5 effective May 30, 2026 through May 30, 2027, and a \$5,000,000 Coalition Active Cyber
6 Policy (Policy No. C-4N7S-250968-CYBER-2026) effective July 18, 2026 through July 18,
7 2027, which provides coverage for Breach Response Costs, Network Security and Privacy
8 Liability, Regulatory Actions, and Funds Transfer Liability. The declarations pages and
9 certificates for those policies are attached as Exhibit C to his declaration. As to procedure, Mr.
10 Sutherland describes Apex's written incident-response procedure, and attests that Apex is SOC
11 2 Type II certified and that the Aggrieved Employee Data is encrypted in transit and at rest.

12 26. Importantly, Mr. Sutherland attests at paragraph 9 of his declaration that Apex
13 agrees to comply with all obligations imposed upon the Settlement Administrator pursuant to
14 paragraph 7.4 of the Settlement Agreement, as amended, and will perform those obligations in
15 accordance with the Settlement Agreement, the amendment, and all applicable orders of this
16 Court. The Administrator has therefore reviewed and accepted the very provision the Parties
17 added in response to the Court's tentative ruling, including the five-business-day notice
18 requirement and the provision barring the Administrator from asserting any contractual
19 limitation of liability or indemnity against an Aggrieved Employee or the LWDA.
20 To address the Court's concern in the operative document as well as in the evidence, a new
21 paragraph 7.4, entitled "Data Security and Insurance," has been added to the Amended PAGA
22 Settlement. As a condition of its appointment, the Administrator must (a) maintain
23 commercially reasonable administrative, technical, and physical safeguards to protect the
24 Aggrieved Employee Data, including encryption of that data in transit and at rest and role-
25 based access controls; (b) maintain in force throughout the administration cyber liability and
26 data breach insurance, and fidelity, crime, or errors-and-omissions coverage for defalcation of
27 funds or other misfeasance, in amounts not less than those attested to in the Administrator's
28 declaration, and provide written evidence of that coverage to counsel on request; (c) maintain

1 and follow a written procedure for responding to a breach, including written notice to PAGA
2 Counsel, Defense Counsel, and the Court within five business days of discovering any actual
3 or suspected breach, in addition to any notice required by Civil Code sections 1798.29 and
4 1798.82; (d) not assert, as against any Aggrieved Employee or the LWDA, any contractual
5 limitation of liability or indemnity provision that would bar recovery for a breach of the
6 Aggrieved Employee Data or a defalcation of Settlement funds; and (e) no later than 90 days
7 after it discharges its obligation to pay out all Settlement funds, destroy or return the
8 Aggrieved Employee Data and certify that destruction or return in writing to counsel, unless
9 continued retention is required by applicable law or by order of the Court. Those obligations
10 survive completion of the administration. (*see* Redlined PAGA Settlement ¶ 7.4; **Exhibit 2**).

11 **[Proposed] Order**

12 27. Although the Court's tentative ruling did not separately address the [Proposed]
13 Order, in reviewing the papers I identified language in that document that raises the same
14 concern the Court identified in the Settlement Agreement, and I bring it to the Court's attention
15 rather than leave it uncorrected. Paragraph 3 of the [Proposed] Order submitted with the
16 Motion recited that the release covers "any and all known and unknown claims for civil
17 penalties under the Private Attorneys General Act." A Redlined [Proposed] Order is attached as
18 **Exhibit 3**. The phrase "known and unknown" has been deleted; the release recital has been
19 conformed to amended paragraphs 5.1, 5.4, and 5.5 of the Amended PAGA Settlement so
20 that it reaches only the State's claim for PAGA civil penalties and expressly preserves the
21 individual claims of Aggrieved Employees; the incomplete clause "that arise" at the end of
22 paragraph 3 has been corrected; the hearing date has been updated from August 13, 2026 to
23 October 6, 2026; a paragraph appointing Apex Class Action Administration as the Settlement
24 Administrator, and imposing the data security and insurance obligations described above as
25 express conditions of its appointment, has been added; and a paragraph directing entry of
26 Judgment has been added, because the "Effective Date" defined in paragraph 1.9 of the
27 Settlement Agreement is keyed to the Court's entry of a Judgment on its approval order, and
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1 Defendant's obligation to fund the Gross Settlement Amount under paragraph 4.3 runs from
2 that date. (see Redlined [Proposed] Order ¶¶ 3, 8, 9; **Exhibit 3**).

3 **Correction to the Number of Aggrieved Employees**

4 28. In reviewing the papers I also identified a clerical error. My May 15, 2026
5 declaration, the Memorandum of Points and Authorities, and paragraphs 4.1 and 8 of the
6 Settlement Agreement each stated that Defendant employed approximately 28 Aggrieved
7 Employees during the PAGA Period, when the correct number is 29, as reflected in the
8 Settlement Administrator's bid and in the settlement submission my firm made to the LWDA;
9 Defendant's Counsel has confirmed that 29 is the correct figure, and paragraphs 4.1 and 8 of
10 the Amended PAGA Settlement have been corrected accordingly. The correction does not
11 affect any monetary term of the Settlement, because the total of 730 PAGA Pay Periods worked
12 during the PAGA Period is unchanged and the escalator clause in paragraph 8 is triggered only
13 by an increase in qualifying pay periods rather than by the number of Aggrieved Employees.
14 (see Redlined PAGA Settlement ¶¶ 4.1, 8; **Exhibit 2**).

15 I declare under the penalty of perjury under the laws of the State of California that the
16 foregoing is true and correct to the best of my knowledge. Executed on September 9, 2026 at
17 Glendale, California.

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20 HAROUT MESSRELIAN,
Declarant
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EXHIBIT 1

AMENDED PAGA SETTLEMENT AGREEMENT

Excellent McAfee v. Foxblood, Inc. (PAGA)
Los Angeles Superior Court, Case No. 26STCV12120

This Amended PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Excellent McAfee (“Plaintiff”) and Defendant Foxblood, Inc. dba My Violet (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant, filed by Plaintiff in Los Angeles Superior Court, Stanley Mosk Courthouse, Case No. 26STCV12120.
- 1.2. “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed 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 its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means as all current and former hourly-paid or non-exempt employees of Defendant in California employed between from July 22, 2024 through March 20, 2026.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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 Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means Robert H. Pepple, Esq. of RHP Law PC.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.

- 1.10. "Gross Settlement Amount" means \$20,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. 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.
- 1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16. "PAGA Counsel" means Harout Messrelian of Messrelian Law Inc, the attorneys representing the Plaintiff in the Action.
- 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.19. "PAGA Period" means the period from July 22, 2024 through March 20, 2026.
- 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. "PAGA Notice" means Plaintiff's July 22, 2025 and August 27, 2025 letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 35% to the Aggrieved Employees and the 65% to LWDA, in settlement of PAGA claims.

- 1.23. "Plaintiff" means Excellent McAfee, the named plaintiff in the Action.
- 1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as further described in Paragraph 5 below, including all PAGA claims for civil penalties alleged, or reasonably could have been alleged, based on the facts alleged in the Complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period against Defendant for failure to compensate all wages earned; failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide rest breaks; failure to provide accurate, itemized wage statements; failure to maintain records; failure to reimburse and indemnify business expenses; failure to pay all wages upon termination, and failure to provide sick pay, including but not limited to claims for PAGA civil penalties arising from California Labor Code Sections 201, 202, 203, 204, 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and all applicable Industrial Welfare Commission Wage Orders nos. 4-2001 & 7-2001.
- 1.26. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, or affiliates.
- 1.27. "Settlement" means the disposition of the Action affected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave written notice to Defendant and the LWDA by sending an initial PAGA Notice on July 22, 2025, and a further amended letter on August 27, 2025.
- 2.2. On March 20, 2026, the Parties participated in an all-day mediation presided over by mediator Tagore Subramanian, Esq., which led to this Agreement to settle the Action.
- 2.3. Prior to mediation, Plaintiff obtained, through informal discovery, anonymized copies of the payroll register for a sample of the Aggrieved Employees for the PAGA Period. Plaintiff also obtained corresponding time entries for a sample of Aggrieved Employees during the PAGA Period. These enabled Plaintiff to engage an expert to analyze the time and payroll records in preparation for mediation.
- 2.4. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected

by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$20,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees 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:
- 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 1/3, which is currently estimated to be \$6,666.67 and PAGA Counsel Litigation Expenses Payment of not more than \$2,500.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$2,490.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$2,490.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Net Settlement Amount, with 65% allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 29 Aggrieved Employees who worked a total of 730 PAGA Pay Periods from July 22, 2024 through March 20, 2026.

4.2. Aggrieved Employee Data. Within 15 calendar days of full execution and preliminary approval of this Agreement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee 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 Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 calendar 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, PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees 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 Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3. For 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 Aggrieved Employee.

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

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns, the LWDA and the State of California, release and discharge Released Parties from all claims for civil penalties under the California Labor Code's Private Attorneys General Act ("PAGA") that were, or reasonably could have been, alleged, based on the facts contained in the Complaint and the PAGA Notice ("Plaintiff's Release") and that occurred during the PAGA Period, including claims for PAGA civil penalties against Defendant for failure to compensate all wages earned; failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide rest breaks; failure to provide accurate, itemized wage statements; failure to maintain records; failure to reimburse and indemnify business expenses; failure to pay all wages upon termination, failure to provide sick pay, based under California Labor Code Sections 201, 202, 203, 204, 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2,

1197, 1197.1, 1198, 1198.5, 2800, 2802, and all applicable Industrial Welfare Commission Wage Orders nos. 4-2001/7-2001. Plaintiff's Release is limited to claims for PAGA civil penalties and does not extend to, and Plaintiff does not release by way of this Agreement, any individual or non-representative claim for unpaid wages, statutory damages, restitution, interest, or any other non-PAGA relief. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period, or based on claims for non-wage claims, including but not limited to, discrimination under the Fair Employment and Housing Act (FEHA), retaliation under FEHA, or wrongful termination.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint and the PAGA Notice as based upon all underlying wage and hour claims under state, federal, or local law, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Complaint, including but not limited to claims against Defendant for failure to compensate all wages earned; failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide rest breaks; failure to provide accurate, itemized wage statements; failure to maintain records; failure to reimburse and indemnify business expenses; failure to pay all wages upon termination, and failure to provide sick pay, based under California Labor Code Sections 201, 202, 203, 204, 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and all applicable Industrial Welfare Commission Wage Orders nos. 4-2001/7-2001. In particular, and in line with the holding of *Arias v. Superior Court*, 46 Cal.4th 969 (2009), because Plaintiff's action under PAGA functions as a substitute for an action by the government itself, any judgment will be binding not only on the Plaintiff but also on government agencies and any other Aggrieved Employee not a party to the proceeding. Thus, nonparty employees who are Aggrieved Employees cannot sue to recover additional civil penalties for the same Labor Code violations released (but may sue for damages or other remedies for the same violations).

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Complaint and the PAGA Period facts stated in the Complaint or the subject PAGA Notices.

- 5.4 No Waiver of Unknown Claims; No Civil Code Section 1542 Waiver. Notwithstanding any other provision of this Agreement, neither this Agreement nor any Judgment entered upon it effects a waiver of California Civil Code section 1542 or a release of unknown claims by Plaintiff or by any Aggrieved Employee. The releases in Paragraphs 5.1 and 5.2 are limited to claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts contained in the Complaint and the PAGA Notice, and are appropriately tethered to those factual allegations.
- 5.5 Plaintiff's Separate Individual Settlement. The Parties confirm that Plaintiff's individual, non-representative claims were resolved by a separate written agreement supported by separate consideration paid by Defendant outside of, and in addition to, the Gross Settlement Amount. No portion of the Gross Settlement Amount was paid in consideration of that separate agreement. That separate agreement is not part of this Agreement, is not submitted for the Court's approval, and does not release, affect, or bind the claims of any Aggrieved Employee other than Plaintiff.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff shall file a PAGA-only complaint in Court within 10 (ten) days of this Settlement Agreement being fully executed. Thereafter, Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 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 seventy-five (75) days after the full execution of this Agreement, and, in time for a properly noticed hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action Administration ("Apex") to serve as the Administrator and verified that, as a condition of appointment, Apex 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. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 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 468B-1.
- 7.3 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.4 Data Security and Insurance. As a condition of its appointment, the Administrator shall: (a) maintain commercially reasonable administrative, technical, and physical safeguards to protect the Aggrieved Employee Data, including encryption of the Aggrieved Employee Data in transit and at rest and role-based access controls limiting access to those Administrator personnel who require access in order to perform under this Agreement; (b) maintain in force throughout the administration cyber liability and data breach insurance, and fidelity, crime, or errors-and-omissions coverage for defalcation of funds or other misfeasance, in amounts not less than those attested to in the Administrator's declaration submitted to the Court in connection with approval of this Settlement, and provide written evidence of that coverage to PAGA Counsel and Defense Counsel upon request; (c) maintain and follow a written procedure for responding to a breach of the Aggrieved Employee Data, which shall include written notice to PAGA Counsel, Defense Counsel, and the Court within five (5) business days of discovering any actual or suspected breach, in addition to any notice required by Civil Code sections 1798.29 and 1798.82; (d) not assert, as against any Aggrieved Employee or the LWDA, any contractual limitation of liability or indemnity provision that would bar recovery for a breach of the Aggrieved Employee Data or a defalcation of Settlement funds; and

(e) no later than 90 days after the Administrator discharges its obligation to pay out all Settlement funds, destroy all paper and electronic versions of the Aggrieved Employee Data in its possession, custody, or control, or return them to Defendant upon Defendant's written request, and certify that destruction or return in writing to PAGA Counsel and Defense Counsel, unless continued retention is required by applicable law or by order of the Court. The Administrator's obligations under this Paragraph survive completion of the administration.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, Defendant estimates there are 29 Aggrieved Employees who worked a total of 730 PAGA Pay Periods from July 22, 2024, through March 20, 2026, the PAGA Period. Should the qualifying pay periods increase beyond 10% worked by the Aggrieved Employees during the aforementioned period (i.e., by more than 73 pay periods), Defendant shall increase the Total Settlement Amount on a pro-rata basis equivalent to the percentage increase in the number of pay periods worked by the Aggrieved Employees above the ten percent (10%) threshold, meaning Defendant will increase the Total Settlement Amount by the percentage amount above ten percent (10%) (e.g., if the number of pay periods increases by 11% to 804 pay periods, the Total Settlement Amount will increase by one percent (1%)).

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 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, 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. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or 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 Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. 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 Defendants that any of the allegations in the Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available

defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any 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 shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties 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 to this Agreement.
- 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 by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 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 and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are 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.
- 10.7 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 of each of the Parties.
- 10.9 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.

- 10.10 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 or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants 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. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee 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 reference 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.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Harout Messrelian, Esq. (hm@messrelianlaw.com)
Messrelian Law Inc.
101 N. Brand Blvd., Suite 1450
Glendale, CA 91203

To Defendants:

Robert H. Pepple (rob@rhp.law)
11639 Chenault St., Suite 405
Los Angeles, CA 90049

- 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 and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

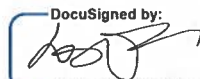
Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to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

Dated:

PLAINTIFF EXCELLENT MCAFEE

Dated: 9/7/2026

DEFENDANT FOXBLOOD, INC.

DocuSigned by:


By: Lindsay Rink
Its: Owner

APPROVED AS TO FORM ONLY:

Dated:

By:

Messrelian Law, Inc.
Harout Messrelian, Esq.

Attorneys for Excellent McAfee and the Aggrieved
Employees

To Defendants:

Robert H. Pepple (rob@rhp.law)
11639 Chenault St., Suite 405
Los Angeles, CA 90049

- 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 and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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 that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: 9/4/2026

PLAINTIFF EXCELLENT MCAFEE


ID qw8Npw122m6tLZXahbW8QPM6

Dated:

DEFENDANT FOXBLOOD, INC.

By: Lindsay Rink
Its: Owner

APPROVED AS TO FORM ONLY:

Dated: 9/4/2026

By:


ID nBbFYNmydGmH7py68TfvJhg

Messrelian Law, Inc.
Harout Messrelian, Esq.

Attorneys for Excellent McAfee and the Aggrieved
Employees

Dated: 9/7/2026

Signed by:
By: Robert Pepple
RHP Law, PC
Robert H. Pepple, Esq.
Attorneys for Defendants

eSignature Details

Signer ID: qwBNpw122m6tLZXahbW6QPM6
Signed by: Excellent Mozel Ozeal McAfee
Sent to email: bbyexcellent@gmail.com
IP Address: 146.75.175.1
Signed at: Sep 4 2026, 5:04 pm PDT

Signer ID: nBbFYNrmydGmH7py6STfvJhg
Signed by: Harout Messrelian
Sent to email: hm@messrelianlaw.com
IP Address: 69.234.47.40
Signed at: Sep 4 2026, 5:06 pm PDT

EXHIBIT 2

AMENDED PAGA SETTLEMENT AGREEMENT

Excellent McAfee v. Foxblood, Inc. (PAGA)
Los Angeles Superior Court, Case No. 26STCV12120

This Amended PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Excellent McAfee (“Plaintiff”) and Defendant Foxblood, Inc. dba My Violet (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant, filed by Plaintiff in Los Angeles Superior Court, Stanley Mosk Courthouse, Case No. 26STCV12120.
- 1.2. “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed 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 its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means as all current and former hourly-paid or non-exempt employees of Defendant in California employed between from July 22, 2024 through March 20, 2026.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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 Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means Robert H. Pepple, Esq. of RHP Law PC.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the

Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.

- 1.10. "Gross Settlement Amount" means \$20,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. 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.
- 1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16. "PAGA Counsel" means Harout Messrelian of Messrelian Law Inc, the attorneys representing the Plaintiff in the Action.
- 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.19. "PAGA Period" means the period from July 22, 2024 through March 20, 2026.
- 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. "PAGA Notice" means Plaintiff's July 22, 2025 and August 27, 2025 letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid

from the Net Settlement Amount, allocated 35% to the Aggrieved Employees and the 65% to LWDA, in settlement of PAGA claims.

- 1.23. "Plaintiff" means Excellent McAfee, the named plaintiff in the Action.
- 1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as further described in Paragraph 5 below, including all PAGA claims for civil penalties alleged, or reasonably could have been alleged, based on the facts alleged in the Complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period against Defendant for failure to compensate all wages earned; failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide rest breaks; failure to provide accurate, itemized wage statements; failure to maintain records; failure to reimburse and indemnify business expenses; failure to pay all wages upon termination, and failure to provide sick pay, including but not limited to claims for PAGA civil penalties arising from California Labor Code Sections 201, 202, 203, 204, 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and all applicable Industrial Welfare Commission Wage Orders nos. 4-2001 & 7-2001.
- 1.26. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, or affiliates.
- 1.27. "Settlement" means the disposition of the Action affected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave written notice to Defendant and the LWDA by sending an initial PAGA Notice on July 22, 2025, and a further amended letter on August 27, 2025.
- 2.2. On March 20, 2026, the Parties participated in an all-day mediation presided over by mediator Tagore Subramanian, Esq., which led to this Agreement to settle the Action.
- 2.3. Prior to mediation, Plaintiff obtained, through informal discovery, anonymized copies of the payroll register for a sample of the Aggrieved Employees for the PAGA Period. Plaintiff also obtained corresponding time entries for a sample of Aggrieved Employees during the PAGA Period. These enabled Plaintiff to engage an expert to analyze the time and payroll records in preparation for mediation.

- 2.4. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$20,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees 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:
- 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 1/3, which is currently estimated to be \$6,666.67 and PAGA Counsel Litigation Expenses Payment of not more than \$2,500.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$2,490.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$2,490.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Net Settlement Amount, with 65% allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, ~~Defendant estimates there are 28 Aggrieved Employees~~ Defendant estimates there are 29 Aggrieved Employees who worked a total of 730 PAGA Pay Periods from July 22, 2024 through March 20, 2026.

4.2. Aggrieved Employee Data. Within 15 calendar days of full execution and preliminary approval of this Agreement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee 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 Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 calendar 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, PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

- 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees 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 Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
- 4.4.3. For 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 Aggrieved Employee.
- 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

- 5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns, the LWDA and the State of California, ~~generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to all claims for civil penalties~~ release and discharge Released Parties from all claims for civil penalties under the California Labor Code's Private Attorneys General Act ("PAGA") that were, or reasonably could have been, alleged, based on the facts contained in the Complaint and the PAGA Notice ("Plaintiff's Release"), ~~as based upon all underlying wage and hour claims under state, federal, or local law, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Complaint, including but~~

~~not limited to claims against Defendant and that occurred during the PAGA Period, including claims for PAGA civil penalties against Defendant for failure to compensate all wages earned; failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide rest breaks; failure to provide accurate, itemized wage statements; failure to maintain records; failure to reimburse and indemnify business expenses; failure to pay all wages upon termination, failure to provide sick pay, based under California Labor Code Sections 201, 202, 203, 204, 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and all applicable Industrial Welfare Commission Wage Orders nos. 4-2001/7-2001. Plaintiff's Release is limited to claims for PAGA civil penalties and does not extend to, and Plaintiff does not release by way of this Agreement, any individual or non-representative claim for unpaid wages, statutory damages, restitution, interest, or any other non-PAGA relief. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period, or based on claims for non-wage claims, including but not limited to, discrimination under the Fair Employment and Housing Act (FEHA), retaliation under FEHA, or wrongful termination. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.~~

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint and the PAGA Notice, as based upon all underlying wage and hour claims under state, federal, or local law, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Complaint, including but not limited to claims against Defendant for failure to compensate all wages earned; failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide rest breaks; failure to provide accurate, itemized wage statements; failure to maintain records; failure to reimburse and indemnify business expenses; failure to pay all wages upon termination, and failure to provide sick pay, based under California Labor Code Sections 201, 202, 203, 204, 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and all applicable Industrial Welfare Commission Wage Orders nos. 4-2001/7-2001. In particular, and in line with the holding of *Arias v. Superior Court*, 46 Cal.4th 969 (2009), because Plaintiff's action under PAGA functions as a substitute for an action by the government itself, any judgment will be binding not only on the Plaintiff but also on government agencies and any other Aggrieved Employee not a party to the proceeding. Thus, nonparty employees who

are Aggrieved Employees cannot sue to recover additional civil penalties for the same Labor Code violations released (but may sue for damages or other remedies for the same violations).

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Complaint and the PAGA Period facts stated in the Complaint or the subject PAGA Notices.

5.4 No Waiver of Unknown Claims: No Civil Code Section 1542 Waiver. Notwithstanding any other provision of this Agreement, neither this Agreement nor any Judgment entered upon it effects a waiver of California Civil Code section 1542 or a release of unknown claims by Plaintiff or by any Aggrieved Employee. The releases in Paragraphs 5.1 and 5.2 are limited to claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts contained in the Complaint and the PAGA Notice, and are appropriately tethered to those factual allegations.

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5.5 Plaintiff's Separate Individual Settlement. The Parties confirm that Plaintiff's individual, non-representative claims were resolved by a separate written agreement supported by separate consideration paid by Defendant outside of, and in addition to, the Gross Settlement Amount. No portion of the Gross Settlement Amount was paid in consideration of that separate agreement. That separate agreement is not part of this Agreement, is not submitted for the Court's approval, and does not release, affect, or bind the claims of any Aggrieved Employee other than Plaintiff.

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6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities.** Plaintiff shall file a PAGA-only complaint in Court within 10 (ten) days of this Settlement Agreement being fully executed. Thereafter, Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished

or adversely affected by the Settlement.

- 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 seventy-five (75) days after the full execution of this Agreement, and, in time for a properly noticed hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.
- 6.3 **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 **Selection of Administrator.** The Parties have jointly selected Apex Class Action Administration ("Apex") to serve as the Administrator and verified that, as a condition of appointment, Apex 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. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 **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 468B-1.
- 7.3 **Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.4 **Data Security and Insurance.** As a condition of its appointment, the Administrator shall: (a) maintain commercially reasonable administrative, technical, and physical safeguards to protect the Aggrieved Employee Data, including encryption of the Aggrieved Employee Data in transit and at rest and role-based access controls limiting access to those Administrator personnel who require access in order to perform under this Agreement; (b) maintain in force throughout the administration cyber liability and data breach insurance, and fidelity, crime, or errors-and-omissions coverage for defalcation of funds or other misfeasance, in amounts not less than

those attested to in the Administrator's declaration submitted to the Court in connection with approval of this Settlement, and provide written evidence of that coverage to PAGA Counsel and Defense Counsel upon request; (c) maintain and follow a written procedure for responding to a breach of the Aggrieved Employee Data, which shall include written notice to PAGA Counsel, Defense Counsel, and the Court within five (5) business days of discovering any actual or suspected breach, in addition to any notice required by Civil Code sections 1798.29 and 1798.82; (d) not assert, as against any Aggrieved Employee or the LWDA, any contractual limitation of liability or indemnity provision that would bar recovery for a breach of the Aggrieved Employee Data or a defalcation of Settlement funds; and (e) no later than 90 days after the Administrator discharges its obligation to pay out all Settlement funds, destroy all paper and electronic versions of the Aggrieved Employee Data in its possession, custody, or control, or return them to Defendant upon Defendant's written request, and certify that destruction or return in writing to PAGA Counsel and Defense Counsel, unless continued retention is required by applicable law or by order of the Court. The Administrator's obligations under this Paragraph survive completion of the administration.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, ~~Defendant estimates there are 28 Aggrieved Employees~~ Defendant estimates there are 29 Aggrieved Employees who worked a total of 730 PAGA Pay Periods from July 22, 2024, through March 20, 2026, the PAGA Period. Should the qualifying pay periods increase beyond 10% worked by the Aggrieved Employees during the aforementioned period (i.e., by more than 73 pay periods), Defendant shall increase the Total Settlement Amount on a pro-rata basis equivalent to the percentage increase in the number of pay periods worked by the Aggrieved Employees above the ten percent (10%) threshold, meaning Defendant will increase the Total Settlement Amount by the percentage amount above ten percent (10%) (e.g., if the number of pay periods increases by 11% to 804 pay periods, the Total Settlement Amount will increase by one percent (1%)).

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 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, 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. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or 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 Settlement Amount.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. 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 Defendants that any of the allegations in the Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any 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 shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties 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 to this Agreement.
- 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 by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 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 and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are 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.

- 10.7 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 of each of the Parties.
- 10.9 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.
- 10.10 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 or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants 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. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee 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 reference 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.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Harout Messrelian, Esq. (hm@messrelianlaw.com)
Messrelian Law Inc.
101 N. Brand Blvd., Suite 1450
Glendale, CA 91203

To Defendants:

Robert H. Pepple (rob@rhp.law)
11639 Chenault St., Suite 405
Los Angeles, CA 90049

- 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 and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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 that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: PLAINTIFF EXCELLENT MCAFEE

Dated: DEFENDANT FOXBLOOD, INC.

By: Lindsay Rink
Its: Owner

APPROVED AS TO FORM ONLY:

Dated:

By: _____
Messrelian Law, Inc.
Harout Messrelian, Esq.

Attorneys for Excellent McAfee and the Aggrieved
Employees

Dated:

By: _____
RHP Law, PC
Robert H. Pepple, Esq.
Attorneys for Defendants

EXHIBIT 3

1 **MESSRELIAN LAW INC.**
Harout Messrelian, Esq. (SBN 272020)
2 hm@messrelianlaw.com
101 N. Brand Blvd., Suite 1450
3 Glendale, California 91203
Telephone: (818) 484-6531
4 Facsimile: (818) 956-1983

5 Attorney for Plaintiff,
EXCELLENT MCAFEE

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**
9 **(UNLIMITED JURISDICTION)**

10 EXCELLENT MCAFEE,

11 Plaintiff,

12 vs.

13
14 FOXBLOOD INC. dba MY VIOLET; and
15 DOES 1 to 25, inclusive,

16 Defendant.

Case No.: 26STCV12120

*[Assigned for all purposes to Honorable
Wendy Chang, Judge]*

**AMENDED [PROPOSED] ORDER ON
UNOPPOSED PAGA APPROVAL
MOTION**

*[Notice of Motion, Memorandum of Points
and Authorities and Declaration of Harout
Messrelian]*

Hearing Date: ~~August 13, 2026~~ October 6,
2026

Time: 8:30 a.m.

Department: 410

Complaint Filed: April 15, 2026

22 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004 ("PAGA"),
23 the Motion of Plaintiff Excellent McAfee ("Plaintiff") for Approval of Settlement under PAGA
24 ~~came before this Court on August 13, 2026.~~ came before this Court on August 13, 2026, and,
25 following the Court's continuance of the hearing, on October 6, 2026.

26 Plaintiff's Complaint seeks civil penalties on behalf of the State of California and similarly
27 situated aggrieved employees (the "Aggrieved Employees"), as authorized by PAGA under
28 Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in

1 Plaintiff's Complaint and the initial letter to the Labor Workforce and Development Agency
2 "LWDA") dated July 22, 2025 (the "LWDA Letter"), on behalf of all current and former non-
3 exempt employees of Defendant from July 22, 2024 (one year before Plaintiff's initial PAGA
4 notice) through March 20, 2026 (the mediation date).

5 Under PAGA, in any action brought by an aggrieved employee, the Court "shall review and
6 approve any settlement of any civil action filed pursuant to this part." Lab. Code § 2699(1)(2).

7 Accordingly, the Court, having considered the proposed settlement set forth in the Settlement
8 Agreement, including the proposed PAGA penalties, under Labor Code § 2699(1)(2), having
9 considered the papers filed in support of the proposed settlement and the arguments of counsel,
10 and good cause appearing, HEREBY ORDERS AS FOLLOWS:

11 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;

12 2. The Court finds in favor of settlement approval, and therefore approves the Settlement
13 of the above-captioned action, ~~as set forth in the Settlement Agreement and each of the releases~~
14 ~~and other terms~~ as set forth in the Settlement Agreement, as amended by the Parties to conform
15 to this Court's August 13, 2026 tentative ruling, and each of the releases and other terms, as
16 fair, just, reasonable, and adequate;

17 3. The Court finds further that Plaintiff, acting on behalf of herself and the State of
18 California, by operation of this Order hereby releases and forever discharges Defendant and the
19 Released Parties (as defined in the Settlement Agreement) ~~from any and all PAGA Released~~
20 ~~Claims (as defined in the Settlement Agreement) including penalties asserted in Plaintiff's~~
21 ~~Complaint, including any and all known and unknown claims for civil penalties under the~~
22 ~~Private Attorneys General Act, California Labor Code §§ 2698, et seq., that arise from the~~
23 Released PAGA Claims (as defined in the Settlement Agreement, as amended), which are
24 limited to claims for civil penalties under the Private Attorneys General Act, California Labor
25 Code §§ 2698, et seq., that were alleged, or reasonably could have been alleged, based on the
26 facts contained in the Complaint and the PAGA Notice and that occurred during the PAGA
27 Period.

1 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the
2 State of California and shall bar any claim under PAGA brought by any person, including the
3 Aggrieved Employees, on behalf of the State of California, as to the PAGA Released Claims
4 and Released Parties. Furthermore, no individualized notice of entry of this Approval Order is
5 required to be provided to the PAGA employees. Neither this Order nor the Judgment entered
6 upon it effects a waiver of California Civil Code section 1542 or a release of unknown claims
7 by Plaintiff or by any Aggrieved Employee, and nothing in this Order or that Judgment releases
8 or bars any individual or non-representative claim of any Aggrieved Employee for unpaid
9 wages, statutory damages, restitution, interest, or any other non-PAGA relief.

10 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
11 Defendant is directed to make all payments required by the Settlement Agreement;

12 6. Under the Settlement Agreement, Defendant agrees to pay an all-in gross amount of
13 Twenty Thousand Dollars and Zero Cents (\$20,000.00) (the "Gross Settlement Amount"). The
14 Gross Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees,
15 Attorney's Fees and Costs, and PAGA settlement administration costs. No portion of the Gross
16 Settlement Amount will revert to Defendant. Plaintiff's Counsel requests an award of
17 attorney's fees of Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents
18 (\$6,666.67); costs of One Thousand Eight Hundred Fifty-Seven Dollars and Twenty Cents
19 (\$1,857.20). The settlement administrator, Apex Class Action Administration requests
20 administration costs of Two Thousand Four Hundred Ninety Dollars and Zero Cents
21 (\$2,490.00). Defendant does not oppose these requests. The Court finds the Gross Settlement
22 Amount is fair, reasonable and adequate, and approves each of these payments, and directs the
23 Settlement Administrator to make the above payments to payments from the Gross Settlement
24 Amount as follows:

- 25 a. \$6,666.67 (1/3 of the GSA) in attorneys' fees to Harout Messrelian, Esq.
26 of Messrelian Law Inc.;
- 27 b. \$1,857.20 in attorney litigation costs to Harout Messrelian, Esq. of
28 Messrelian Law Inc.;

1 c. \$2,490.00 in PAGA Settlement Administrator costs to the Settlement
2 Administrators (APEX Class Action Administration); and

3 d. After deducting the foregoing payments, the estimated remainder of
4 approximately \$8,986.13 shall form the Net Settlement Amount ("NSA").

5 Pursuant to Labor Code section 2699(i), the NSA will then be distributed 65
6 percent (\$5,840.98) to the LWDA, and the remaining 35 percent (\$3,145.15) to
7 the Aggrieved Employees on a pro rata basis, as set forth in the Settlement
8 Agreement. The Court approves these payments and directs the Settlement
9 Administrator to issue checks to the LWDA and Aggrieved Employees, along
10 with the Notice of PAGA Settlement, as set forth in the Settlement Agreement,
11 and to otherwise carry out its duties as set forth in the Settlement Agreement.

12 7. The Court reserves exclusive and continuing jurisdiction over the Action and the Parties
13 under Code of Civil Procedure § 664.6 for the purpose of supervising implementation,
14 enforcement, construction, administration, and interpretation of the Settlement Agreement.

15 8. The Court appoints Apex Class Action Administration as the Settlement Administrator.
16 As express conditions of its appointment, and consistent with paragraph 7.4 of the Settlement
17 Agreement as amended, the Settlement Administrator shall: (a) maintain commercially
18 reasonable administrative, technical, and physical safeguards to protect the Aggrieved
19 Employee Data, including encryption of that data in transit and at rest and role-based access
20 controls limiting access to those personnel who require access in order to perform under the
21 Settlement Agreement; (b) maintain in force throughout the administration, and provide written
22 evidence to PAGA Counsel and Defense Counsel of, cyber liability and data breach insurance
23 and fidelity, crime, or errors-and-omissions coverage for defalcation of funds or other
24 misfeasance; (c) give written notice to PAGA Counsel, Defense Counsel, and this Court within
25 five (5) business days of discovering any actual or suspected breach of the Aggrieved
26 Employee Data, in addition to any notice required by Civil Code sections 1798.29 and
27 1798.82; (d) not assert, as against any Aggrieved Employee or the LWDA, any contractual
28 limitation of liability or indemnity provision that would bar recovery for a breach of the

1 Aggrieved Employee Data or a defalcation of Settlement funds; and (e) no later than 90 days
2 after it discharges its obligation to pay out all Settlement funds, destroy all paper and electronic
3 versions of the Aggrieved Employee Data in its possession, custody, or control, or return them
4 to Defendant upon Defendant's written request, and certify that destruction or return in writing
5 to PAGA Counsel and Defense Counsel, unless continued retention is required by applicable
6 law or by order of the Court. These conditions survive completion of the administration, and
7 the Court retains jurisdiction to enforce them.

8 9. Judgment shall be entered in accordance with this Order. Within ten (10) calendar days
9 after entry of Judgment, PAGA Counsel shall submit a copy of this Order and the Judgment to
10 the LWDA as required by Labor Code section 2699, subdivisions (1)(2)-(3).

11
12 **IT IS SO ORDERED.**

13
14 Date: _____, 2026

15 _____ Honorable Wendy Chang

16 _____ Judge of the Los Angeles Superior Court

EXHIBIT 4

VIA ELECTRONIC FILING

July 22, 2025

California Labor & Workforce Development Agency (LWDA)
Attn. PAGA Administrator
800 Capitol Mall, MIC-55
Sacramento, California 95814

VIA U.S. CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

FOXBLOOD INC.
LINDSAY RINK
631 N FULLER AVE
LOS ANGELES, CA 90036

EXCELLENT MCAFEE v. FOXBLOOD INC.; LINDSAY RINK

RE: PRIVATE ATTORNEYS GENERAL ACT NOTICE

To Whom It May Concern:

Please be informed that our client, Ms. Excellent McAfee (hereinafter “Ms. McAfee” or “our client”) seeks penalties on behalf of the State of California and all current and former non-exempt or hourly paid California employees (“aggrieved employees”) who worked for FOXBLOOD INC. and LINDSAY RINK (hereinafter collectively referred to as “FOXBLOOD”) **at all of their locations in the State of California**, during the relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”). The purpose of this letter is to comply with the statutory requirements of California Labor Code section 2699.3 and shall constitute notice of the same. Individual LINDSAY RINK is being included in this PAGA notice pursuant to Labor Code section 558.1 in that she was and is the owner, director, and/or managing agent of the business, was involved in the day-to-day operations of the business, including the wage and hour policies and practices, and thus controlled the wages, hours, and/or working conditions of Ms. McAfee and other employees working in California.

Ms. McAfee worked for FOXBLOOD as a front office associate and in social media on or around 2024. Ms. McAfee was classified as an hourly, non-exempt employee. Her latest rate of pay was \$22.00 per hour. Ms. McAfee’s employment wrongfully ended on or around July 13, 2025.

It is our position that due to personally suffering the below violations, Ms. McAfee can equivocally bring the following labor code violations on behalf of all other employees, including ALL hourly, non-exempt employees who worked for FOXBLOOD anywhere in the state of California (at all different locations) during the relevant PAGA period.

It is our position that FOXBLOOD has violated the following Labor Code Sections against Ms. McAfee and other similarly situated aggrieved employees, who include all non-exempt, hourly employees who worked for FOXBLOOD at their various locations in the State of California during the relevant PAGA period.

FOXBLOOD violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it failed to pay our client and other similarly situated aggrieved employees for all hours worked, including the statutory minimum wage for all hours worked and for "off the clock" work. This is so because FOXBLOOD had a company policy wherein they would disproportionately round down the number of hours worked, resulting in "time shaving" and further resulting in aggrieved employees not being paid for all hours worked. Moreover, Ms. McAfee herself worked "off the clock" in that she had to work through lunch in order to finish projects and tasks and would be interrupted during her meal period by management/co-workers who would ask her questions about particular products. In addition, Ms. McAfee was not paid for all hours worked in that the company would hold meetings AFTER Ms. McAfee and others clocked out wherein the company would go over the workday with Ms. McAfee and assign future tasks. The latter was all done "off the clock" and would constitute a minimum wage violation in that Ms. McAfee was not paid for all hours worked, despite being under the control of the employer. Moreover, FOXBLOOD failed to provide its employees with proper and accurate reporting time pay.

Due to the above "off the clock" violations, FOXBLOOD also violated Labor Code §510 because it failed to pay our client and other aggrieved employees the correct overtime compensation, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment. Ms. McAfee's and other aggrieved employees' actual work hours entitled them to overtime compensation, however, FOXBLOOD did not compensate its hourly, non-exempt employees with the correct amount of overtime due to the time shaving/rounding and "off the clock" work as described above. Furthermore, FOXBLOOD failed to include bonuses/incentive payments/shift differentials in calculating employees' regular rate of pay for use in deciphering the correct overtime rate of pay. In fact, Ms. McAfee did receive a \$759.00 bonus during the pay period from 7/10/25 to 7/23/25, however, that bonus was not factored into the regular rate of pay. Additionally, the incentive, shift differential, and bonus payments were also not factored into employees' regular rate for purposes of receiving meal and rest break premiums per the Ferra v. Loews case.

FOXBLOOD also violated Labor Code § 226.7 and the appropriate Industrial Welfare Commission Wage Order no. 4/7 because it failed to provide our client and other similarly situated aggrieved employees with 10-minute rest periods for every four hours of work, or majority portion thereof, throughout their employment. FOXBLOOD did not completely relieve our client and others of all duty during said rest periods. FOXBLOOD did not pay to our client and others one additional hour of pay at our client's regular rate of compensation for each workday that one or more statutory rest periods was not provided. Ms. McAfee and others simply did not get two rest breaks per shift and were lucky to even get one rest break, and even then the rest break would likely be interrupted due to work obligations and management/co-workers approaching Ms.



MESSRELIA LAW
ATTORNEYS AT LAW

101 N. Brand Blvd., Suite 1450
Glendale, California 91203

Tel: (818) 484-6531

Fax: (818) 956-1983

McAfee regarding work-related issues. As such, the culture as well as the policies and procedures of FOXBLOOD did not lend itself to the employees receiving consistent statutory rest breaks wherein they were relieved of all work duties. The environment at FOXBLOOD was not conducive to receiving statutory rest breaks under California law and timely, statutory rest breaks were not authorized or enforced.

FOXBLOOD violated Labor Code §§ 512 and 226.7 and the appropriate Industrial Welfare Commission Wage Order no. 4/7 because it failed to provide hourly, non-exempt employees, including Ms. McAfee and others, the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment. FOXBLOOD did not completely relieve Ms. McAfee and other employees of all duty during said meal periods. FOXBLOOD did not pay to Ms. McAfee and its hourly, non-exempt employees one additional hour of pay at their regular rate of compensation for each workday that one or more statutory meal periods was not provided. It was common for Ms. McAfee and others to receive meal breaks after their 5th hour worked, which would be considered late. Consequently, it was the normal practice and custom of FOXBLOOD not to authorize, permit, and enforce timely, uninterrupted statutory meal periods in that Ms. McAfee would have to work through her lunch or her lunch would be interrupted by management/co-workers as mentioned above. If FOXBLOOD had our client sign a meal period waiver, it would not be valid and enforceable since our client and others generally worked more than a 5-hour shift. **Furthermore, under California law, however, employees must make an affirmative decision every day regarding whether to waive their meal periods. August 13, 2003 DLSE Opinion Letter (“The decision to forego a meal period may not, therefore, be based on a specific requirement of the employer or on a policy or practice which could reasonably be perceived to be a condition of employment. Therefore, blanket “waivers” of meal periods ...whether written or oral, will not be considered valid.”).** If FOXBLOOD had our client sign an on-duty meal period agreement wherein our client agreed to work through the meal periods, it would be invalid and unenforceable because the nature of our client’s job does not and did not prevent her from taking a meal period and the company could have hired “breakers” to relieve Ms. McAfee of her job duties so that she can actually take a timely, uninterrupted meal period. Moreover, any such “on duty” meal period agreement did not allow for our client to revoke such an agreement even if it was signed. As such, our client and others did not always receive statutory, timely meal periods during their employment. To the extent that FOXBLOOD argues that employees receive meal break premium pay for missed meal periods, that argument is inconsequential for PAGA penalty purposes since the PAGA penalties are for the violations themselves, irrespective of whether an employee received the premium payment for a missed, short, or interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated, “section 226.7 does not give employers a lawful choice between providing *either* meal and rest breaks *or* an additional hour of pay.” See *Kirby v. Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of pay does not excuse the violation; the employer has still committed a violation even if the remedy for the violation has been paid. See



MESSRELAN LAW
ATTORNEYS AT LAW

101 N. Brand Blvd., Suite 1450
Glendale, California 91203

Tel: (818) 484-6531

Fax: (818) 956-1983

Wert v. U.S. Bancorp, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As such, the work environment and culture at FOXBLOOD was not conducive to receiving consistent, timely, statutory meal breaks under California law. Moreover, any meal or rest break premiums paid were not compensated at the weighted average regular rate, inclusive of bonuses and/or incentive payments as well as overtime compensation.

Furthermore, during the relevant time period, and due to the above labor code violations, FOXBLOOD failed to pay our client and other similarly situated aggrieved employees all wages due to them within any time period specified by California Labor Code section 204. Since Ms. McAfee was not compensated for her “off the clock” work and since Ms. McAfee did not receive proper and complete meal and rest break premiums, Ms. McAfee would still be owed wages pursuant to Labor Code Section 204. FOXBLOOD was also in violation of California Labor Code section 226(a) by failing to include pertinent information on the wage statements, including but not limited to, the correct hourly rate, all hours worked, overtime hours worked, correct overtime pay, gross wages earned, net wages earned, premium pay for missed meal and rest breaks, all deductions, the correct start and end of the pay period, all employee identifying information, the correct and complete name and address of the legal employer, and reimbursement for business expenses, among others. As such, FOXBLOOD did not provide our client and other similarly situated aggrieved employees with complete, accurate itemized wage statements.

During the relevant time period, FOXBLOOD also failed to keep accurate and complete payroll records showing the actual hours worked per day and the wages paid to Ms. McAfee and others pursuant to California Labor Code sections 1174(d).

FOXBLOOD also violated Labor Code § 203 because it willfully failed to pay our client and other similarly situated aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include compensation for all hours worked, including minimum wages, overtime compensation, and premium pay for missed meal and rest breaks.

During the relevant time period, Ms. McAfee and other aggrieved employees incurred necessary, business-related expenses and costs that were not reimbursed by FOXBLOOD. These costs include, but are not limited to, use of personal cell phones for work purposes. In fact, Ms. McAfee and others had to use their personal cell phones to clock in and out for work. Moreover, Ms. McAfee was asked to purchase and download the “Catcut” application for video editing and also used her own spinning platform. Ms. McAfee was not reimbursed for these expenses, which were incurred for the benefit of the employer and so that Ms. McAfee could conduct her tasks in the social media department. Accordingly, FOXBLOOD was in violation of California Labor Code sections 2800 and 2802.

Furthermore, FOXBLOOD did not provide proper and correct/accurate sick pay (inclusive of all bonuses/shift differentials/incentive payments) that was also delineated on employee pay stubs and

also failed to provide proper sick leave in violation of Labor Code sections 233 and 246. In addition, there was no suitable seating and proper rest facilities under Wage Orders 4-2001/7-2001.

Moreover, Ms. McAfee would also have individual claims against FOXBLOOD for discrimination under the Fair Employment and Housing Act (FEHA) due to her race and physical disability as well as failure to accommodate and failure to engage in the interactive process. Moreover, Ms. McAfee would also have claims for wrongful termination in violation of public policy and intentional/negligent infliction of emotional distress. Any other "reasons" for Ms. McAfee's wrongful termination were a pretext as Ms. McAfee was clearly treated differently because of her protected characteristics and received disparate treatment throughout her employment, including her termination.

Please take notice that, based upon the above-mentioned violations, and in addition to the penalties provided by those specific sections themselves, Ms. McAfee also intends to seek penalties under the following Labor Code sections which themselves are inviolable but provide for recovery of penalties for violating one or more of the above-mentioned Labor Code sections: Labor Code §§ 558, 226.3, 1197.1.

Should your agency choose not to pursue this matter, this law office intends to vigorously prosecute the aforementioned Labor Code violations on its behalf and vindicate the rights of all employees who have been subjected to these same Labor Code violations by FOXBLOOD. If you have any questions or require additional information, please do not hesitate to contact us. Thank you in advance for your attention to this matter.

Very Truly Yours,


Harout Messrelian, Esq.

Thank you for submission of your PAGA Case.

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "hm@messrelianlaw.com" <hm@messrelianlaw.com>

Tue, Jul 22, 2025 at 10:33 AM

7/22/2025

LWDA Case No. LWDA-CM-1113557-25
Law Firm : Messrelian Law Inc
Plaintiff Name : Excellent McAfee
Employer: Foxblood Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: <https://www.dir.ca.gov/dosh/complaint.htm>

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

EXHIBIT 5



101 N. Brand Blvd., Suite 1450
Glendale, California 91203

Tel: (818) 484-6531
Fax: (818) 956-1983

VIA ELECTRONIC FILING

August 27, 2025

California Labor & Workforce Development Agency (LWDA)
Attn. PAGA Administrator
800 Capitol Mall, MIC-55
Sacramento, California 95814

VIA U.S. CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

FOXBLOOD INC.
LINDSAY RINK
7262 Melrose Ave
Los Angeles, CA 90046

EXCELLENT MCAFEE v. FOXBLOOD INC.; LINDSAY RINK

RE: AMENDED PRIVATE ATTORNEYS GENERAL ACT NOTICE

Case No. LWDA-CM-1113557-25

To Whom It May Concern:

Please be informed that our client, Ms. Excellent McAfee (hereinafter “Ms. McAfee” or “our client”) seeks penalties on behalf of the State of California and all current and former non-exempt or hourly paid California employees (“aggrieved employees”) who worked for FOXBLOOD INC. and LINDSAY RINK (hereinafter collectively referred to as “FOXBLOOD”) **at all of their locations in the State of California**, during the relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”). The purpose of this letter is to comply with the statutory requirements of California Labor Code section 2699.3 and shall constitute notice of the same. Individual LINDSAY RINK is being included in this PAGA notice pursuant to Labor Code section 558.1 in that she was and is the owner, director, and/or managing agent of the business, was involved in the day-to-day operations of the business, including the wage and hour policies and practices, and thus controlled the wages, hours, and/or working conditions of Ms. McAfee and other employees working in California.

Ms. McAfee worked for FOXBLOOD as a front office associate and in social media on or around 2024. Ms. McAfee was classified as an hourly, non-exempt employee. Her latest rate of pay was \$22.00 per hour. Ms. McAfee’s employment wrongfully ended on or around July 13, 2025.

It is our position that due to personally suffering the below violations, Ms. McAfee can equivocally bring the following labor code violations on behalf of all other employees, including

ALL hourly, non-exempt employees who worked for FOXBLOOD anywhere in the state of California (at all different locations) during the relevant PAGA period.

It is our position that FOXBLOOD has violated the following Labor Code Sections against Ms. McAfee and other similarly situated aggrieved employees, who include all non-exempt, hourly employees who worked for FOXBLOOD at their various locations in the State of California during the relevant PAGA period.

FOXBLOOD violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it failed to pay our client and other similarly situated aggrieved employees for all hours worked, including the statutory minimum wage for all hours worked and for "off the clock" work. This is so because FOXBLOOD had a company policy wherein they would disproportionately round down the number of hours worked, resulting in "time shaving" and further resulting in aggrieved employees not being paid for all hours worked. Moreover, Ms. McAfee herself worked "off the clock" in that she had to work through lunch in order to finish projects and tasks and would be interrupted during her meal period by management/co-workers who would ask her questions about particular products. In addition, Ms. McAfee was not paid for all hours worked in that the company would hold meetings AFTER Ms. McAfee and others clocked out wherein the company would go over the workday with Ms. McAfee and assign future tasks. The latter was all done "off the clock" and would constitute a minimum wage violation in that Ms. McAfee was not paid for all hours worked, despite being under the control of the employer. Moreover, FOXBLOOD failed to provide its employees with proper and accurate reporting time pay.

Due to the above "off the clock" violations, FOXBLOOD also violated Labor Code §510 because it failed to pay our client and other aggrieved employees the correct overtime compensation, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment. Ms. McAfee's and other aggrieved employees' actual work hours entitled them to overtime compensation, however, FOXBLOOD did not compensate its hourly, non-exempt employees with the correct amount of overtime due to the time shaving/rounding and "off the clock" work as described above. Furthermore, FOXBLOOD failed to include bonuses/incentive payments/shift differentials in calculating employees' regular rate of pay for use in deciphering the correct overtime rate of pay. In fact, Ms. McAfee did receive a \$759.00 bonus during the pay period from 7/10/25 to 7/23/25, however, that bonus was not factored into the regular rate of pay. Additionally, the incentive, shift differential, and bonus payments were also not factored into employees' regular rate for purposes of receiving meal and rest break premiums per the Ferra v. Loews case.

FOXBLOOD also violated Labor Code § 226.7 and the appropriate Industrial Welfare Commission Wage Order no. 4/7 because it failed to provide our client and other similarly situated aggrieved employees with 10-minute rest periods for every four hours of work, or majority portion thereof, throughout their employment. FOXBLOOD did not completely relieve our client and others of all duty during said rest periods. FOXBLOOD did not pay to our client and others one additional hour of pay at our client's regular rate of compensation for each workday that one or more statutory rest periods was not provided. Ms. McAfee and others simply did not get two rest

breaks per shift and were lucky to even get one rest break, and even then the rest break would likely be interrupted due to work obligations and management/co-workers approaching Ms. McAfee regarding work-related issues. As such, the culture as well as the policies and procedures of FOXBLOOD did not lend itself to the employees receiving consistent statutory rest breaks wherein they were relieved of all work duties. The environment at FOXBLOOD was not conducive to receiving statutory rest breaks under California law and timely, statutory rest breaks were not authorized or enforced.

FOXBLOOD violated Labor Code §§ 512 and 226.7 and the appropriate Industrial Welfare Commission Wage Order no. 4/7 because it failed to provide hourly, non-exempt employees, including Ms. McAfee and others, the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment. FOXBLOOD did not completely relieve Ms. McAfee and other employees of all duty during said meal periods. FOXBLOOD did not pay to Ms. McAfee and its hourly, non-exempt employees one additional hour of pay at their regular rate of compensation for each workday that one or more statutory meal periods was not provided. It was common for Ms. McAfee and others to receive meal breaks after their 5th hour worked, which would be considered late. Consequently, it was the normal practice and custom of FOXBLOOD not to authorize, permit, and enforce timely, uninterrupted statutory meal periods in that Ms. McAfee would have to work through her lunch or her lunch would be interrupted by management/co-workers as mentioned above. If FOXBLOOD had our client sign a meal period waiver, it would not be valid and enforceable since our client and others generally worked more than a 5-hour shift. **Furthermore, under California law, however, employees must make an affirmative decision every day regarding whether to waive their meal periods. August 13, 2003 DLSE Opinion Letter (“The decision to forego a meal period may not, therefore, be based on a specific requirement of the employer or on a policy or practice which could reasonably be perceived to be a condition of employment. Therefore, blanket “waivers” of meal periods ...whether written or oral, will not be considered valid.”).** If FOXBLOOD had our client sign an on-duty meal period agreement wherein our client agreed to work through the meal periods, it would be invalid and unenforceable because the nature of our client’s job does not and did not prevent her from taking a meal period and the company could have hired “breakers” to relieve Ms. McAfee of her job duties so that she can actually take a timely, uninterrupted meal period. Moreover, any such “on duty” meal period agreement did not allow for our client to revoke such an agreement even if it was signed. As such, our client and others did not always receive statutory, timely meal periods during their employment. To the extent that FOXBLOOD argues that employees receive meal break premium pay for missed meal periods, that argument is inconsequential for PAGA penalty purposes since the PAGA penalties are for the violations themselves, irrespective of whether an employee received the premium payment for a missed, short, or interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated, “section 226.7 does not give employers a lawful choice between providing *either* meal and rest breaks *or* an additional hour of pay.” See *Kirby v. Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th

1244, 1256 (emphasis in original). Thus, the extra hour of pay does not excuse the violation; the employer has still committed a violation even if the remedy for the violation has been paid. *See Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As such, the work environment and culture at FOXBLOOD was not conducive to receiving consistent, timely, statutory meal breaks under California law. Moreover, any meal or rest break premiums paid were not compensated at the weighted average regular rate, inclusive of bonuses and/or incentive payments as well as overtime compensation.

Furthermore, during the relevant time period, and due to the above labor code violations, FOXBLOOD failed to pay our client and other similarly situated aggrieved employees all wages due to them within any time period specified by California Labor Code section 204. Since Ms. McAfee was not compensated for her "off the clock" work and since Ms. McAfee did not receive proper and complete meal and rest break premiums, Ms. McAfee would still be owed wages pursuant to Labor Code Section 204. FOXBLOOD was also in violation of California Labor Code section 226(a) by failing to include pertinent information on the wage statements, including but not limited to, the correct hourly rate, all hours worked, overtime hours worked, correct overtime pay, gross wages earned, net wages earned, premium pay for missed meal and rest breaks, all deductions, the correct start and end of the pay period, all employee identifying information, the correct and complete name and address of the legal employer, and reimbursement for business expenses, among others. As such, FOXBLOOD did not provide our client and other similarly situated aggrieved employees with complete, accurate itemized wage statements.

During the relevant time period, FOXBLOOD also failed to keep accurate and complete payroll records showing the actual hours worked per day and the wages paid to Ms. McAfee and others pursuant to California Labor Code sections 1174(d).

FOXBLOOD also violated Labor Code § 203 because it willfully failed to pay our client and other similarly situated aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include compensation for all hours worked, including minimum wages, overtime compensation, and premium pay for missed meal and rest breaks.

During the relevant time period, Ms. McAfee and other aggrieved employees incurred necessary, business-related expenses and costs that were not reimbursed by FOXBLOOD. These costs include, but are not limited to, use of personal cell phones for work purposes. In fact, Ms. McAfee and others had to use their personal cell phones to clock in and out for work. Moreover, Ms. McAfee was asked to purchase and download the "Catcut" application for video editing and also used her own spinning platform. Ms. McAfee was not reimbursed for these expenses, which were incurred for the benefit of the employer and so that Ms. McAfee could conduct her tasks in the social media department. Accordingly, FOXBLOOD was in violation of California Labor Code sections 2800 and 2802.



101 N. Brand Blvd., Suite 1450
Glendale, California 91203

Tel: (818) 484-6531

Fax: (818) 956-1983

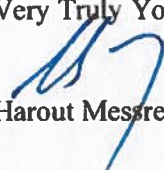
Furthermore, FOXBLOOD did not provide proper and correct/accurate sick pay (inclusive of all bonuses/shift differentials/incentive payments) that was also delineated on employee pay stubs and also failed to provide proper sick leave in violation of Labor Code sections 233 and 246. In addition, there was no suitable seating and proper rest facilities under Wage Orders 4-2001/7-2001.

Moreover, Ms. McAfee would also have individual claims against FOXBLOOD for discrimination under the Fair Employment and Housing Act (FEHA) due to her race and physical disability as well as failure to accommodate and failure to engage in the interactive process. Moreover, Ms. McAfee would also have claims for wrongful termination in violation of public policy and intentional/negligent infliction of emotional distress. Any other "reasons" for Ms. McAfee's wrongful termination were a pretext as Ms. McAfee was clearly treated differently because of her protected characteristics and received disparate treatment throughout her employment, including her termination.

Please take notice that, based upon the above-mentioned violations, and in addition to the penalties provided by those specific sections themselves, Ms. McAfee also intends to seek penalties under the following Labor Code sections which themselves are inviolable but provide for recovery of penalties for violating one or more of the above-mentioned Labor Code sections: Labor Code §§ 558, 226.3, 1197.1.

Should your agency choose not to pursue this matter, this law office intends to vigorously prosecute the aforementioned Labor Code violations on its behalf and vindicate the rights of all employees who have been subjected to these same Labor Code violations by FOXBLOOD. If you have any questions or require additional information, please do not hesitate to contact us. Thank you in advance for your attention to this matter.

Very Truly Yours,



Harout Messrelian, Esq.

Thank you for your Amended PAGA Claim Notice Submission.

DIR PAGA Unit <no-reply@formassembly.com>
To: hm@messrelianlaw.com

Wed, Aug 27, 2025 at 8:31 AM

08/27/2025 08:31:38 AM

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

Item submitted: Amended PAGA Claim

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: <https://www.dir.ca.gov/dosh/complaint.htm>

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

EXHIBIT 6

Thank you for submission of your PAGA Case.

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "hm@messrelianlaw.com" <hm@messrelianlaw.com>

Tue, Jul 22, 2025 at 10:33 AM

7/22/2025

LWDA Case No. LWDA-CM-1113557-25
Law Firm : Messrelian Law Inc
Plaintiff Name : Excellent McAfee
Employer: Foxblood Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: <https://www.dir.ca.gov/dosh/complaint.htm>

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



31 CHATEL DR
LITTLE ROCK, AR 72223
(501) 398-4184
JTC@JTCALCS.COM

JTC Corporation
jtc@jtcals.com

INVOICE

Invoice #: 260309
Issued: Apr 1, 2026
Due: Apr 1, 2026



Scan.Pay.Go

PAID
\$0.00
Amount Due

Bill to:

**@messrelianlaw.com

#	Items	Qty/Hrs	Price	Amount (\$)
1	Foxxblood Re: Invoice #260309 - Foxxblood	1	\$1,322.50	\$1,322.50

This billing is related to effort performed in support of the Foxxblood matter.

Activities Include

- Consolidate punch records from two systems
- Correct data formats and prepare punch records for analysis
- Analysis of punch data with a focus on shift stratification and meal break violations
- Determine violation rates at the shift and pay period level
- Calculate ST pay rate
- Review payroll data for premium payments
- Review payroll data for possible regular rate issue
- Prepare standard question set

Total Hours 5.75

Hourly Rate \$230.00

Total Due \$1,322.50

Subtotal	\$1,322.50
Total	\$1,322.50 USD
Amount paid	\$1,322.50
Amount Due	\$0.00 USD

You paid to JTC Corporation for invoice 260309

service@paypal.com <service@paypal.com>
To: hm@messrelianlaw.com

Wed, Apr 8, 2026 at 2:27 PM

Hello, Harout Messrelian



**You just sent a
\$1,322.50 USD payment**

[View your invoice](#)

Transaction ID
1MX07609EM513934S

Transaction date
April 8, 2026

Invoice number

260309

Payment from

Harout Messrelian
hm@messrelianlaw.com

Payment to

JTC Corporation
jt@jtcals.com

Shipping address

500 N Central Ave
Suite 840
GLENDALE, CA 91203
United States

1 X Foxblood **\$1,322.50 USD**

\$1,322.50 USD

Re: Invoice #260309 - Foxblood This billing is related to effort performed in support of the Foxblood matter. Activities Include - Consolidate punch records from two systems - Correct data formats and prepare punch records for analysis - Analysis of punch data with a focus on shift stratification and meal break violations - Determine violation rates at the shift and pay period level - Calculate ST pay rate - Review payroll data for premium payments - Review payroll data for possible regular rate issue - Prepare standard question set Total Hours 5.75 Hourly Rate \$230.00 Total Due \$1,322.50

Subtotal	\$1,322.50 USD
Discount	\$0.00 USD
Shipping	\$0.00 USD
Tip amount	\$0.00 USD
Invoice Total	\$1,322.50 USD
Amount paid	-\$1,322.50 USD
Amount due	\$0.00 USD

Payment summary

Total amount of this transaction **\$1,322.50 USD**

Payment method

VISA x-7578 **\$1,322.50 USD**

This transaction will appear on your statement as PAYPAL *JTCCORPORAT



eFiling Accepted for #26LA00797910 - Excellent McAfee v Foxblood Inc.: Complaint (3 filings)

InfoTrack <noreply@infotrack.com>
To: hm@messrelianlaw.com

Wed, Apr 15, 2026 at 3:59 PM



www.infotrack.com
helpdesk@infotrack.com
844-340-3096

eFiling Accepted by Court Clerk

Court Transaction/Envelope #: 26LA00797910

[View eFiling Order](#)

Document Details

Complaint	Accepted
Summons on Complaint	Accepted
Civil Case Cover Sheet	Accepted
Notice of E-Filing Confirmation	Accepted
Notice of Case Assignment - Unlimited Civil Case	Accepted
Alternative Dispute Resolution Packet	Accepted
RECEIPT	Accepted

Filing Details

Case Number	26STCV12120
Case	EXCELLENT MCAFEE vs FOXBLOOD INC.
Court	Central District Stanley Mosk Courthouse Department 36
Case category	Other Employment Complaint Case
Date/Time Submitted	04/15/2026 01:43 PM PDT
Date/Time Accepted	04/15/2026 03:59 PM PDT
Filed by	Harout Messrelian
Filing Attorney	Harout Messrelian
InfoTrack Order ID	6876687
Matter Reference #	MCAFEE, EXCELLENT

Fee Details

Convenience Fee	\$3.50
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Court Transaction Fee	\$2.25
Unlimited Civil- Compt/UD/Pet filed >\$35k - GC70611,70602.5,70602.6 For Plaintiff	\$435.00
Provider Service Fee	\$18.95
Total	\$459.70

Questions about this order?

Please contact helpdesk@infotrack.com or give us a call at **844-340-3096**.

Thank you,

InfoTrack

Please do not reply to this email, as it is sent from an unmonitored address.

EXHIBIT 7

1 **MESSRELIAN LAW INC.**
Harout Messrelian, Esq. (SBN 272020)
2 hm@messrelianlaw.com
101 N. Brand Blvd., Suite 1450
3 Glendale, California 91203
Telephone: (818) 484-6531
4 Facsimile: (818) 956-1983

5 Attorney for Plaintiff,
EXCELLENT MCAFEE

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**
9 **(UNLIMITED JURISDICTION)**

10 EXCELLENT MCAFEE,

11 Plaintiff,

12 vs.

13
14 FOXBLOOD INC. dba MY VIOLET; and
15 DOES 1 to 25, inclusive,

16 Defendant.

Case No.: 26STCV12120

*[Assigned for all purposes to Honorable
Wendy Chang, Judge]*

**DECLARATION OF MICHAEL
SUTHERLAND OF APEX CLASS
ACTION LLC**

Hearing Date: October 6, 2026

Time: 8:30 a.m.

Department: 410

Complaint Filed: April 15, 2026

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1. I am the President of Apex Class Action LLC., a settlement administration company headquartered in Irvine, California. I have personal knowledge of the facts outlined in this declaration and, if called as a witness, I could and would competently testify thereto.

3. Neither Plaintiff, Defendant, Plaintiff's counsel, Defendant's counsel, nor any other party or counsel involved in this action has any ownership interest in, or other ownership affiliation with, Apex. Apex is an independent settlement administration company. Apex has no financial interest in the outcome of this action other than its right to receive Court-approved administration fees and reimbursement of authorized administration expenses. Apex has no other financial relationship with Messrelan Law Inc., RHP Law, P.C., Plaintiff, or Defendant

5. Apex ensures that Client and Aggrieved Employee information is used only for

1 purposes authorized by the applicable Settlement Agreement, Court order, or other governing
2 legal authority. Apex maintains written information-security policies and procedures designed to
3 identify, assess, mitigate, and respond to risks involving confidential and personally identifiable
4 information. Access to Aggrieved Employee Data is restricted to personnel, agents, and
5 authorized service providers who require access to perform their assigned responsibilities. Apex
6 conducts background checks on personnel with access to sensitive personal information and
7 applies role-based access controls and other administrative, technical, and physical safeguards
8 designed to prevent unauthorized access, use, disclosure, alteration, or destruction of such
9 information.

10 Aggrieved Employee Data maintained electronically by Apex is encrypted in transit and at
11 rest using industry-standard encryption protocols. Apex is SOC 2 Type II certified and undergoes
12 independent third-party examination of the design and operating effectiveness of controls relevant
13 to the security and confidentiality of Apex's systems and information.

14 Apex maintains Professional Liability and Cyber Liability insurance applicable to its
15 settlement administration operations. Apex maintains primary Professional Liability insurance
16 through Underwriters at Lloyd's, London, administered by Hiscox Inc., Certificate No.
17 MPL5320519.26, with limits of \$1,000,000 per claim and \$1,000,000 in the aggregate. The policy
18 is effective May 30, 2026 through May 30, 2027 and expressly covers professional services
19 performed by Apex as a third-party administrator. Apex additionally maintains \$1,000,000 in
20 excess Professional Liability coverage through Scottsdale Insurance Company, Policy No.
21 EKS3626198, effective May 30, 2026 through May 30, 2027. Accordingly, Apex maintains a
22 total of \$2,000,000 in Professional Liability insurance, subject to the terms, conditions,
23 exclusions, retentions, and limits of the applicable policies.

24 Apex also maintains a Coalition Active Cyber Policy, Policy No. C-4N7S-250968-
25 CYBER-2026, effective July 18, 2026 through July 18, 2027, with a \$5,000,000 per-event limit
26 and a \$5,000,000 aggregate limit. The policy provides, among other coverages, up to \$5,000,000
27 for Breach Response Costs, Network Security and Privacy Liability, Regulatory Actions, and
28 Funds Transfer Liability. True and correct copies of the applicable insurance declarations and/or

1 certificates of insurance are attached hereto as **Exhibit C**.

2 6. Apex maintains a written incident-response procedure governing actual or
3 suspected unauthorized access to, acquisition of, or disclosure of confidential information or
4 Aggrieved Employee Data. Upon identification of a suspected security incident, Apex promptly
5 initiates its incident-response process, which includes securing and containing the affected
6 systems or information; preserving relevant evidence and system logs; investigating the nature,
7 scope, source, and duration of the incident; identifying the information and individuals potentially
8 affected; engaging appropriate information-security, forensic, legal, insurance, and other
9 professionals as warranted; taking corrective measures to eliminate the vulnerability and prevent
10 recurrence; and documenting the investigation and remedial actions taken.

11 If Apex determines that Aggrieved Employee Data may have been compromised, Apex
12 will promptly notify counsel for the Parties and provide material information then known
13 concerning the nature and scope of the incident. Apex will supplement that notification as
14 additional material information becomes available. Apex will cooperate with counsel regarding
15 any notification to the Court and will promptly notify the Court when required by the Settlement
16 Agreement, Court order, or applicable law.

17 To the extent an incident constitutes a breach requiring notification pursuant to California
18 Civil Code section 1798.82, Apex will comply with all applicable requirements of that statute,
19 including providing any legally required notices in the most expedient time possible and without
20 unreasonable delay, subject to any permitted law-enforcement delay and the time reasonably
21 necessary to determine the scope of the breach and restore the reasonable integrity of the affected
22 system.

23 The Cyber policy also provides Apex access to a 24/7 incident hotline, legal consultation,
24 and Coalition Incident Response for actual or suspected security failures, data breaches, cyber
25 extortion, funds-transfer fraud, and related incidents.

26 7. Following completion of all settlement administration duties, including final
27 distribution, reconciliation, tax reporting, disposition of unclaimed funds, and any other duties
28 required by the Settlement Agreement or Court order, Apex will return or securely destroy

1 Aggrieved Employee Data and other confidential information received for purposes of this
2 administration, unless continued retention is required by applicable law or expressly ordered by
3 the Court. Apex will complete such return or destruction within ninety (90) days after completion
4 of the administration and will provide written certification to counsel confirming that the
5 applicable data has been returned or securely destroyed.

6 8. Apex agrees to serve as the Settlement Administrator in this matter. Apex has
7 reviewed the duties imposed upon the Settlement Administrator under the Settlement Agreement
8 and agrees to be bound by the applicable provisions of the Settlement Agreement and any orders
9 of the Court concerning the administration. Apex further agrees to perform its responsibilities
10 faithfully, impartially, and in accordance with its fiduciary duties with respect to the
11 administration and safeguarding of settlement funds entrusted to Apex, including all funds
12 maintained in the Qualified Settlement Fund.

13 9. Apex agrees to comply with all obligations imposed upon the Settlement
14 Administrator pursuant to Paragraph 7.4 of the Settlement Agreement, as amended, and will
15 perform those obligations in accordance with the Settlement Agreement, the amendment thereto,
16 and all applicable orders of the Court.

17 10. Apex's settlement fund administration and disbursement process includes: (i)
18 obtaining a Federal Employer Identification Number ("FEIN") from the Internal Revenue Service
19 for the Qualified Settlement Fund ("QSF"); (ii) establishing and maintaining the QSF for the
20 receipt, safeguarding, reconciliation, and distribution of settlement funds; (iii) performing
21 preliminary and final calculations necessary to determine the amounts payable under the
22 Settlement Agreement and Court orders; (iv) calculating, withholding, reporting, and remitting
23 applicable state and federal taxes; (v) maintaining accounting and reconciliation controls over the
24 settlement funds; and (vi) distributing Court-approved payments and applicable tax forms to the
25 designated recipients in accordance with the Settlement Agreement and orders of the Court.

26 11. Apex's administration fees for administration of this PAGA settlement will not
27 exceed \$2,490.00, as set forth in Exhibit B. Exhibit B identifies the anticipated administration
28 services, including data processing, project management, settlement calculations, QSF and

1 account management, tax reporting, distribution, reconciliation, and preparation of required
2 declarations.

3
4 I declare under penalty of perjury under the laws of the state of California that the
5 foregoing is true and correct. Executed this 27th day of August 2026, in Irvine, California.

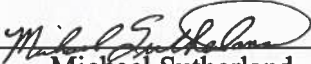
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8 Michael Sutherland

EXHIBIT A



CASE TYPES

- Consumer
- Data Breach
- Mass Tort Disbursement
- Wage & Hour
- Private Attorneys
General Act (PAGA)
- Belaire West
- Class Certification
- Fair Labor Standards
Act (FLSA)
- Telephone Consumer
Protection Act (TCPA)
- Employee Retirement
Income Security Act
(ERISA)
- Product Liability

SUMMARY

Apex Class Action brings together a seasoned team of professionals adept at navigating the intricate landscape of legal processes and settlement administration. Armed with extensive expertise, we offer a comprehensive understanding of the nuances inherent in settlement procedures. Our organization excels in communication and organization, leveraging cutting-edge technology to streamline project management and adhere to rigorous timelines with precision and efficiency.

From initial pre-settlement consultation to the final stages of disbursement and tax reporting, our technology platform and stringent data security protocols revolve around integration, automation, and observability. This ensures swift and precise payment for class members, bolstering efficiency and accuracy throughout the process.

PRELIMINARY CONSULTATION

Our complimentary preliminary consultation serves as the cornerstone for establishing a comprehensive framework. This framework ensures that all stakeholders grasp the project's scope, timeline, and budget parameters effectively. Following the alignment of objectives and expectations between plaintiff and defense counsel, our team diligently explores additional avenues to identify potential class members. We go the extra mile by offering detailed interactive banner ad campaigns and print media options, maximizing outreach and engagement to achieve optimal results.

CASE MANAGEMENT

At Apex Class Action, our expert Case Managers and Data Managers take charge of overseeing all aspects of the settlement administration process. Their role is pivotal in ensuring strict adherence to court orders, settlement agreements, and industry benchmarks. Working hand in hand with both plaintiff and defense counsel, we meticulously manage every aspect of the settlement administration process.

Our comprehensive mailing and notification services commence with meticulous data scrubbing and the establishment of a class database, guaranteeing the accuracy of contact information. Subsequently, the database undergoes validation using the USPS National Change of Address (NCOA) database to ensure precision and reliability. Additionally, we provide court-certified translation services covering over 65 languages, facilitating effective communication across diverse demographics. In instances where mail is returned as undeliverable, we undertake skip tracing to obtain updated addresses for class members, ensuring that all notices reach their intended recipients without delay.



To ensure transparency throughout the entire process, a steady cadence of reports, as defined during the preliminary consultation, is generated throughout the administration process for both the plaintiff and defense counsel.

Our capability to provide cost-effective pricing is rooted in our adept utilization of cutting-edge technology, a team of highly skilled professionals, and an optimized process. Should the courts approve the utilization of modern electronic notification methods like email and banner ads, we ensure both certainty and cost-effectiveness. Through electronic disbursement, we offer a highly efficient strategy wherein settlement awards are directly delivered to class members, mitigating potential drawbacks associated with traditional mail delivery and enhancing overall efficiency.

TAX COMPLIANCE & CASE RESOLUTION

Apex leverages its proprietary technology to efficiently manage all necessary state and federal tax reporting requirements. This includes establishing a Settlement Federal Tax Identification Number (FIEN) with the IRS and Qualified Settlement Fund (QSF) EDD accounts where applicable. We handle taxes associated with settlements involving multiple state tax filings, as well as manage all payroll tax filings such as Form 940, 941, and state filings. Additionally, our services encompass the preparation of information returns (Forms W-2, 1099, and 1042-S) for reportable payments and the preparation of the annual Federal income tax return (Form 1120-SF). Moreover, we provide comprehensive management of qualified settlement funds (QSF), ensuring that all accounts are FDIC-insured bank accounts. Our full suite of comprehensive tax management services includes:

- Prepare and fill all applicable returns (Forms W-2, 1099, and 1042-S)
- Payroll tax filings, including Form 940, 941, and state filings
- FID-Insured QSF Bank Accounts
- State and Federal Tax Reporting
- IRS Federal Tax Identification Number
- QSF Audit Reports
- Prepare And File 1120-SF Tax Returns with Quarterly Tax Obligations

CONTACT

Address

18 Technology Dr. Ste. 164
Irvine, CA 92618

Email

Info@apexclassaction.com

Phone

1.800.355.0700

EXHIBIT B



Quotation Request:

Harout Messrelian
MESSRELIAN LAW INC.

Case Name:

McAfee v. Foxblood

Date:

Friday, April 10, 2026

RFP Number:

201880028

Prepared By:

Michael Sutherland
Apex Class Action LLC
mike@apexclassaction.com
321.223.5067

Settlement Specifications

Number of Aggrieved Employees	29
Certified Language Translation:	No
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization

Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	1	\$150.00
Sub Total:				\$275.00

*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.

Project Management

Project Management	Per Hour	\$150.00	1	\$150.00
Project Coordinator	Per Hour	\$90.00	1	\$90.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$380.00

Toll-Free Contact Center, Website, Reporting & Pre-Distribution

Form Set Up	Per Hour	\$120.00	1	WAIVED
Bilingual Toll-Free Contact Center	Static Rate	\$50.00	1	\$50.00
NCOA Address Update (USPS)	Static Rate	\$5.80	1	\$5.80
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$55.80



APEX

CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Distribution & Settlement Fund Management				
Settlement Calculations	Per Hour	\$120.00	1	\$120.00
Account Management and Reconciliation	Per Hour	\$140.00	1	\$140.00
Print & Mail Distribution Settlement Check (IRS Form 1099 if applicable)	Per Piece	\$1.00	29	\$29.00
USPS First Class Postage	Per Piece	\$0.78	29	\$22.62
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	3	\$5.80
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	2	\$200.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,000.00	1	\$1,000.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$100.00	1	\$100.00
Sub Total:				\$1,617.42

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	1	\$135.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	1	\$120.00
Sub Total:				\$355.00

WILL NOT EXCEED:				\$2,490.00
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Thank you for your business!

APEX

CLASS ACTION ADMINISTRATION

Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In the event of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this confidentiality may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT C



Effective with UNDERWRITERS AT LLOYD'S, LONDON

Administered by Hiscox Inc. d/b/a Hiscox Insurance Agency in CA License No. 0F09668
5 Concourse Parkway Suite 2150, Atlanta, GA 30328
(646) 452-2353

Insurance for Professionals

DECLARATIONS

See CA-specific Notices (D1 & D2)

Broker No.:	US 0001428	Amwins Insurance Brokerage, LLC
Certificate No.:	MPL5320519.26	221 Main St Ste 580
Renewal of:	MPL5320519.25	San Francisco, CA 94105
1. Named Insured:	Apex Class Action LLC	
Address:	18 Technology Dr Ste 164 Irvine, CA 92618-2313	
2. Policy Period:	Inception Date: 05/30/2026	Expiration Date: 05/30/2027
	Inception date shown shall be at 12:01 A.M. (Standard Time) to Expiration date shown above at 12:01 A.M. (Standard Time) at the address of the Named Insured.	
3. General terms and conditions wording:	WCL P0001 CW (02-21) The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below.	
4. Endorsements:	E6020.4 - War, Civil War, Cyberwarfare, and NCBR Exclusion Endorsement, E6015.16 - Lloyd's Syndicate (3624) Endorsement, E6017.3 - Nuclear Incident Exclusion Clause-Liability-Direct (Broad) Endorsement, E6018.2 - Applicable Law Endorsement, E6019.2 - Service of Suit (CA), and E6361.2 - Cyber Incidents Clarification Endorsement (PL)	
5. Optional Extension Period:	12/24/36 months at 75/150/225 percent of the annual premium, for eligible coverage parts.	
6. Notification of claims to:	Hiscox Claims 5 Concourse Parkway, Suite 2150 Atlanta GA, 30328 Fax: 678-731-9501 Email: HiscoxClaims@Hiscox.com	California Premium:  Non-Taxable Fees:  Taxable Fees:  Surplus Lines Tax:  Stamping Fee: 
Additional Notification requirements:	NONE	

7. Policy Premium:		Premium Allocated to TRIA: \$0	MGA Administrative Fee: 
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Professional Liability Claims-Made and Reported Coverage Part: WCLMPL P0001 CW (11-14)

Covered Professional Services:	Solely in the performance of services as a third-party administrator, for others for a fee.
Professional Liability (PL):	\$ 1,000,000 Each Claim / \$ 1,000,000 Aggregate



Effective with UNDERWRITERS AT LLOYD'S, LONDON

Administered by Hiscox Inc. d/b/a Hiscox Insurance Agency in CA License No. 0F09668
5 Concourse Parkway Suite 2150, Atlanta, GA 30328
(646) 452-2353

Insurance for Professionals

DECLARATIONS

Defense of Licensing Proceedings:	\$ 10,000 Aggregate Limit (Separate Limit)
Subpoena Assistance:	\$ 10,000 Aggregate Limit (Separate Limit)
Retroactive Date:	05-30-2023
Retention:	\$ 10,000
PL Premium:	
Endorsements:	E6139.1 - Third Party Administrator Exclusions Endorsement, E6133.2 - Amend ERISA Exclusion Endorsement, and E6147.1 - Managed Care Exclusion Endorsement

In accordance with the authorization granted to Hiscox Inc. under Contract No. B1234HISINC2024 by certain Underwriters at Lloyd's, London, whose names and the proportions underwritten by them can be ascertained by reference to the said Contract, which bears the Seal of Lloyd's Policy Signing Office and is on file at the office of the said Agency and in consideration of the premium specified herein, the said Underwriters do hereby bind themselves, each for their own part and not one for another, their heirs, executors and administrators, to insure as follows in accordance with the terms and conditions contained or endorsed hereon.

The Certificate terms and conditions contained herein or endorsed hereon and such other provisions, agreements or conditions as may be endorsed hereon or added hereto are hereby incorporated in this Certificate. No representative of the Underwriters shall have the power to waive or be deemed to have waived any provision or condition of this Certificate unless such waiver, if any, shall be written upon or attached hereto; nor shall any privilege or permission affecting the insurance under this Certificate exist or be claimed by the Insured(s) unless so written or attached.

IN WITNESS WHEREOF this Certificate has been signed at New York, New York

Authorized Representative
Mary Boyd
June 1, 2026
Hiscox Inc.

Underwritten by Scottsdale Insurance Company

A Stock Company
Home Office:
One Nationwide Plaza • Columbus, Ohio 43215
Administrative Office:
8877 North Gainey Center Drive • Scottsdale, Arizona 85258
1-800-423-7675

EXCESS INSURANCE POLICY

UNLESS OTHERWISE PROVIDED IN THE FOLLOWED POLICY, THIS POLICY APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD. THE LIMIT OF LIABILITY SHALL BE REDUCED BY PAYMENT OF DEFENSE COSTS.

DECLARATIONS

Item 1.	Named Insured & Mailing Address:	Apex Class Action LLC 18 Technology Drivem, Suite 164 Irvine, CA 92618	Policy No: Agent No: Renewal No:	EKS3626198										
Item 2.	Aggregate Limit of Liability: \$1,000,000 all Claims (inclusive of Defense Costs)													
Item 3.	Policy Period: From 5/30/2026 to 5/30/2027 12:01 A.M. local time at Named Insured's Mailing Address.													
Item 4.	Followed Policy Issuing Insurer: Lloyds of London (Administered by Hiscox) Limit of Liability: \$1,000,000 Policy No.: MPL5320519.25 Deductible(s)/ Retention(s): \$10,000													
Item 5.	Schedule of Underlying Policies: <table border="1"><thead><tr><th></th><th>Issuing Insurer</th><th>Policy No.</th><th>Limits of Liability</th><th>Deductible(s)/ Retention(s)</th></tr></thead><tbody><tr><td>Primary Policy:</td><td>Lloyds of London (Administered by Hiscox)</td><td>MPL5320519.25</td><td>\$1,000,000</td><td>\$10,000</td></tr></tbody></table>					Issuing Insurer	Policy No.	Limits of Liability	Deductible(s)/ Retention(s)	Primary Policy:	Lloyds of London (Administered by Hiscox)	MPL5320519.25	\$1,000,000	\$10,000
	Issuing Insurer	Policy No.	Limits of Liability	Deductible(s)/ Retention(s)										
Primary Policy:	Lloyds of London (Administered by Hiscox)	MPL5320519.25	\$1,000,000	\$10,000										
Item 6.														
Item 7.	Forms and Endorsements Effective at Inception: ILN018 (1-22), XMS-D-1 (08/07), NOTS0658-EK (09-23), NOTX0015CA (3-19), NOTS0021CA (1-20), XMS-P-1 (08/07), XMS-68 (03/08), XMS-32 (08/07), XMS-59 (02/08), UTS-9g (6-22)													
Item 8.	Notices to Company: <u>Notice of Claims to:</u> Scottsdale Insurance Company Attention: Claims Manager <u>Other Notices to:</u> Scottsdale Insurance Company Attention: Claims Manager													

7 World Trade Center, 37th Floor
250 Greenwich Street
New York, NY 10007
FSReportALoss@freedomsspecialtyins.com

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These Declarations / Policy, together with the **Application** and any written endorsements attached thereto, shall constitute the contract between the **Insured** Persons and the Company.

California Premium:		_____
Non-Taxable Fees:		_____
Taxable Fees:		_____
Surplus Lines Tax:		_____
Stamping Fee:		_____



Coalition Active Cyber Policy

DECLARATIONS

NOTICE: YOUR POLICY CONTAINS CLAIMS-MADE AND REPORTED COVERAGE. CLAIMS-MADE AND REPORTED COVERAGE APPLIES ONLY TO CLAIMS FIRST MADE AGAINST YOU DURING THE POLICY PERIOD (OR ANY APPLICABLE OPTIONAL EXTENDED REPORTING PERIOD) AND REPORTED TO US IN ACCORDANCE WITH THE TERMS OF THIS POLICY. CLAIM EXPENSES REDUCE THE APPLICABLE LIMITS OF LIABILITY, ARE SUBJECT TO RETENTIONS, AND MAY EXHAUST THE APPLICABLE LIMITS OF LIABILITY.

PLEASE READ YOUR POLICY CAREFULLY, AND CONSULT YOUR INSURANCE ADVISOR WITH ANY QUESTIONS.

Policy No.: C-4N7S-250968-CYBER-2026
Renewal of: C-4N7S-250968-CYBER-2025
Broker: LOCKTON AFFINITY, LLC
Broker License No.: 0795478
Agency: Lockton Affinity, LLC
Agency Address: 10895 Lowell Avenue, suite 300
Overland Park, KS 66210

Item 1.	Named Insured	Apex Class Action LLC	
	Address	18 Technology Drive, Suite 154 Irvine, CA 92618	
Item 2.	Policy Period	From: July 18, 2026 To: July 18, 2027 <i>Both dates at 12:01 A.M. at the Address stated in Item 1.</i>	
Item 3.	Policy Premium	Premium	
		Total	
Item 4.A	Aggregate Policy Limit of Liability		\$5,000,000
Item 4.B	Per Event Limit of Liability		\$5,000,000
Item 4.C	Optional Separate Limit of Liability for Breach Response Costs		Included
Item 5.	Insuring Agreement(s) purchased, Limits, Retentions, and Waiting Period		
	Coverage under this Policy is provided only for those Insuring Agreements for which a limit is indicated below. If no limit is shown for an Insuring Agreement, such Insuring Agreement is not provided by this Policy. The Aggregate Policy Limit of Liability in Item 4.A is the maximum amount the Insurer(s) will pay under this Policy, regardless of the number of Insuring Agreements purchased.		
	If the Optional Separate Limit of Liability for Breach Response Costs has been elected in Item 4.C, then the Limit specified in Item 5.B Breach Response Costs will not be subject to the Aggregate Policy Limit of Liability or the Per Event Limit of Liability.		
	Insuring Agreements		

FIRST PARTY COVERAGES		
ACTIVE RISK CONTROL COVERAGES	LIMIT	RETENTION
A. Rapid Response Services	<i>Rapid Response Services are not subject to a Retention and will not erode the Aggregate Policy Limit of Liability.</i>	
B. Breach Response Costs	\$5,000,000	\$15,000 \$0 for computer forensic services provided by Coalition Incident Response
C. Ransomware and Cyber Extortion	\$5,000,000	\$15,000
D. Data Recovery and Computer Replacement Costs	\$5,000,000	\$15,000
BUSINESS INTERRUPTION COVERAGES	LIMIT	RETENTION
E. Direct Business Interruption Waiting Period: 8 hours Reduced Waiting Period: 1 hour		
• Security Failure	\$5,000,000	\$15,000
• Systems Failure	\$5,000,000	\$15,000
• Voluntary Shutdown	\$5,000,000	\$15,000
F. Contingent Business Interruption Waiting Period: 8 hours		
• IT Provider Security Failure	\$5,000,000	\$15,000
• IT Provider Systems Failure	\$5,000,000	\$15,000
• Non-IT Provider Security Failure	\$2,500,000	\$15,000
• Non-IT Provider Systems Failure	\$1,250,000	\$15,000
• Voluntary Shutdown	\$5,000,000	\$15,000
G. Reputational Harm Loss	\$5,000,000	\$15,000
H. Proof of Loss Preparation	\$250,000	\$15,000
CYBER CRIME COVERAGES	LIMIT	RETENTION
I. Funds Transfer Fraud and Social Engineering	\$250,000	\$1,000 <i>Reduced FTF Retention:</i> \$500
J. Service Fraud Including Cryptojacking	\$250,000	\$15,000
K. Impersonation Repair	\$250,000	\$15,000
L. Invoice Manipulation	\$250,000	\$15,000
THIRD PARTY LIABILITY COVERAGES		

	CYBER LIABILITY COVERAGES	LIMIT	RETENTION
	M. Network Security and Privacy Liability	\$5,000,000	\$15,000
	N. Regulatory Actions	\$5,000,000	\$15,000
	O. PCI Fines and Assessments	\$5,000,000	\$15,000
	P. Funds Transfer Liability	\$5,000,000	\$15,000
	TECHNOLOGY E&O AND MEDIA LIABILITY COVERAGES	LIMIT	RETENTION
	Q. Technology Errors and Omissions	N/A	N/A
	R. Media Liability	\$5,000,000	\$15,000
	ADDITIONAL BENEFITS		
	S. Court Attendance	i. Total Limit: \$25,000 ii. Per day, per person limit: \$250	\$0
	T. Criminal Reward	\$25,000	\$0
Item 6.	Prevention and Mitigation Costs	\$2,540 See Section IX.G. Prevention and Mitigation Costs of the Policy for more details.	
Item 7.	Insurer(s) and Participation		
	Insurer		Participation
	Arch Specialty Insurance Company		30%
	Aspen Specialty Insurance Company		10%
	Fireman's Fund Indemnity Corporation		20%
	Fortegra Specialty Insurance Company		35%
	Vantage Risk Specialty Insurance Company		5%
	The obligations of each Insurer in Item 7 of this Declarations are limited to the extent of each insurer's participation.		
Item 8.	Notification of Incidents, Claims, or Potential Claims	By Email: Attn: Coalition Claims claims@coalitioninc.com	
		By Phone on the 24/7 Hotline: 1.833.866.1337	
		By Mail: Attn: Coalition Claims 1 Embarcadero Center, Suite 1200 San Francisco, CA 94111	
Item 9.	Retroactive Date	Full Prior Acts Coverage	
Item 10.	Continuity Date	July 18, 2024	
Item 11.	Choice of Law	California	



Item 12.	Endorsements and Forms at Inception	
	#	Name of Form or Endorsement
		Coalition Reference #
		DECLARATIONS
		CYUSP-50DC-0125-01
		SIGNATURE PAGE - USA
		CYUSP-00NT-000002-0725-03
		SIGNATURE PAGE ARCH
		CYUSP-00NT-000006-0922-00
		SIGNATURE PAGE FORTEGRA
		CYUSP-00NT-000003-0323-01
		SIGNATURE PAGE VANTAGE
		CYUSP-50NT-000007-0225-01
		SIGNATURE PAGE ASPEN SPECIALTY INSURANCE COMPANY
		CYUSP-50NT-000003-0124-01
		COALITION ACTIVE CYBER POLICY
		CYUSP-50PF-0125-01
	1	QUOTA SHARE ENDORSEMENT
		CYUSP-50EN-000085-0125-01
	2	SERVICE OF SUIT ENDORSEMENT
		CYUSP-50EN-000090-0125-02
	3	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
		CYUSP-50EN-000109-0125-01
	4	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
		CYUSP-50EN-000110-0125-01
	5	COALITION ACTIVE INSURED - VANISHING RETENTION ENDORSEMENT
		CYUSP-50EN-000120-0125-01
	6	ENHANCED PRIVACY LIABILITY ENDORSEMENT Limit: \$1,000,000 Retention: \$15,000
		CYUSP-50EN-000030-0226-03
	7	DEEPFAKE RESPONSE ENDORSEMENT
		CYUSP-50EN-000139-1025-01
	8	SINGLE HIGHEST RETENTION/DEDUCTIBLE ENDORSEMENT/PRO RATA SHARING OF LIMITS COALITION PREFERRED - CYBER & EXECUTIVE RISK
		CYUSP-50EN-000088-0125-01

THIS DECLARATIONS IS ATTACHED TO AND FORMS PART OF THE POLICY.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS POLICY TO BE SIGNED OFFICIALLY BELOW.

Authorized Representative

July 20, 2026

Date

Coalition Insurance Solutions, Inc.

EXHIBIT 8