SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

BLANCA RABAGO, individually, and on behalf of all others similarly situated, Plaintiff, vs. OPTIONS FOR ALL, INC.; and DOES 1 through 10, inclusive, Defendants	Case No.: 25CU054174C **PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT** Complaint Filed: October 8, 2025

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

This Private Attorneys General Act Settlement Agreement ("Settlement" or "Agreement") is made by and between Plaintiff Blanca Rabago ("Plaintiff") and Defendant Options For All, Inc. ("Defendant") (Plaintiff with Defendant, the "Parties").

1. DEFINITIONS

1.1. "Action" means *Blanca Rabago v. Options For All, Inc.,* Superior Court of the State of California for the County of San Diego, Case Number 25CU054174C.

1.2. "Administrator" means Phoenix Class Action Administration Solutions ("Phoenix") the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means $6,000.00, the amount allocated to the Administrator from the Gross Settlement Amount for reimbursement of its reasonable fees and expenses, in accordance with the "not to exceed" bid submitted to the Court in connection with the approval of this Settlement.

1.4. "Aggrieved Employee" means all persons who worked for Defendant in California as an hourly paid or non-exempt employee during the PAGA Period.

1.5. "Aggrieved Employee Data" means the Aggrieved Employee identifying information in Defendant's possession, including the name, last-known mailing address, and Social Security number of the Aggrieved Employee and the number of PAGA Pay Periods that the Aggrieved Employee worked during the PAGA Period.

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 with Aggrieved Employees.

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

1.8. "Court" means the Superior Court of the State of California for the County of San Diego.

1.9. "Defendant" means Options For All, Inc.

1.10. "Defense Counsel" means Fox Rothschild LLP.

1.11. “Effective Date” means the day by which both of the following have occurred: (a) the Court issues an Order approving the Settlement, and (b) the Court enters a Judgment on its Approval Order. The Parties agree that there is no right to opt out or object to a PAGA settlement. It is, therefore, that the Settlement shall be final at the time the Court approves the Settlement and enters Judgment.

1.12. “Gross Settlement Amount” means $150,000.00, the total amount Defendant agrees to pay under the Settlement, except as provided in Section 7 herein. The Gross Settlement Amount will be used to pay the Individual PAGA Payments, LWDA PAGA Payment, PAGA Counsel Expenses Payment, PAGA Counsel Fees Payment, and Administration Expenses Payment.

1.13. “Individual PAGA Payment” means an Aggrieved Employee’s *pro rata* share of 35% of the PAGA Penalties, calculated according to the number of PAGA Pay Periods of the Aggrieved Employee and pursuant to Labor Code section 2699, subd. (m).

1.14. “Judgment” means the Judgment entered by the Court based on its Approval Order.

1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699, subd. (a).

1.16. “LWDA PAGA Payment” means the LWDA’s 65% share of the PAGA Penalties, calculated pursuant to Labor Code section 2699, subd. (m).

1.17. “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 Expenses Payment, PAGA Counsel Fees Payment, and Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.18. “PAGA Counsel” means Moon Law Group, P.C.

1.19. “PAGA Counsel Expenses Payment” means $10,000.00, the amount allocated to PAGA Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action.

1.20. “PAGA Counsel Fees Payment” means 1/3 of the Gross Settlement Amount, the amount allocated to PAGA Counsel for their reasonable fees incurred to prosecute the Action.

1.21. “PAGA Pay Period” means any Pay Period in which an Aggrieved Employee engaged in any productive work activity for which he or she was paid as an hourly paid or non-exempt employee.

1.22. “PAGA Period” means October 4, 2024, to March 21, 2026.

1.23. "PAGA Notice" means the Notice of Labor Code Violations and PAGA Penalties that Plaintiff submitted to the LWDA and sent via certified mail to Defendant on October 4, 2025 pursuant to Labor Code section 2699.3, subd.(a).

1.24. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount. The PAGA Penalties will be allocated 65% to the LWDA and 35% to the Aggrieved Employees, pursuant to Labor Code section 2699, subd. (m).

1.25. "PAGA Representative" or "Plaintiff" means Blanca Rabago, the named Plaintiff in the Action.

1.27. "Released Claims" means the claims being released by Plaintiff and the LWDA, as described in Paragraph 5.2 herein.

1.28. "Released Parties" Defendant and all of its present and former members, parent companies, subsidiaries, affiliates, joint venturers, and licensees, and all of their shareholders, officers, directors, employees, agents, predecessors, and successors and assigns.

2. RECITALS

2.1. On October 4, 2025, Plaintiff submitted to the LWDA and sent via certified mail to Defendant, a Notice of Labor Code Violations and PAGA Penalties, pursuant to Labor Code section 2699.3, subd. (a).

2.2. On October 8, 2025, Plaintiff filed a Class Action Complaint against Defendant, which alleged eight individual and class causes of action under the California Labor Code ("Labor Code") and Business and Professions Code.

2.3. On December 9, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint against Defendant, which alleged a ninth cause of action for civil penalties under PAGA.

2.4. On April 14, 2026, the Court granted Plaintiff's request to Dismiss the Class Claims, leaving only the ninth cause of action for civil penalties pending before the Court.

2.5. Thereafter, the Parties agreed to attempt to resolve the matter. In preparation for negotiations, the Parties agreed to an informal exchange of data and documents, which included, but was not limited to, time and corresponding payroll records for all Aggrieved Employees, as well as employee handbooks and policies in effect during the PAGA Period.

2.6. The negotiations resulted in a settlement in principle, the terms of which are encompassed in this Agreement.

3. MONETARY TERMS

3.1. *Gross Settlement Amount*. The Gross Settlement of $150,000.00 is the total amount Defendant agrees to pay under the Settlement, except as provided in Section 7 herein. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit a claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. The Administrator will make and deduct the following payments from the Gross Settlement Amount in the amounts specified by the Court in its Approval Order:

3.1.1. *To PAGA Counsel*: A PAGA Counsel Expenses Payment of not more than $10,000.00 for reimbursement of their reasonable expenses incurred to prosecute the Action; and a PAGA Counsel Fees Payment of not more than one third of the Gross Settlement Amount, (i.e. $50,000.00), for their reasonable fees incurred to prosecute the Action. Defendant will not oppose requests for Court approval of these payments provided such payments do not exceed these amounts. Plaintiff and/or PAGA Counsel will file a Motion for Court approval of the PAGA Counsel Expenses Payment and PAGA Counsel Fees Payment. If the Court approves a PAGA Counsel Expenses Payment and/or a PAGA Counsel Fees Payment in amounts less than requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel arising from any claim to any portion of any PAGA Counsel Expenses Payment or PAGA Counsel Fees Payment. The Administrator will pay the PAGA Counsel Expenses Payment and PAGA Counsel Fees Payment using one or more IRS 1099 Forms. PAGA Counsel assume full responsibility and liability for taxes owed on the PAGA Counsel Expenses Payment and PAGA Counsel Fees Payment, and hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division of any of these Payments.

3.1.2. *To the Administrator*: An Administration Expenses Payment of not more than $6,000.00 for reimbursement of the Administrator's reasonable fees and expenses. To the extent the

Administration Expenses Payment is less or the Court approves payment less than $6,000.00 the Administrator will retain the remainder in the Net Settlement Amount. Phoenix has been mutually selected as the Administrator.

3.1.3. *To the LWDA and Aggrieved Employees*: PAGA Penalties to be paid from the Gross Settlement Amount equal to the Gross Settlement Amount less the PAGA Counsel Expenses Payment, PAGA Counsel Fees Payment, PAGA Representative Enhancement Payments, and Administration Expenses Payment. PAGA Penalties will be allocated 65% to the LWDA ("LWDA PAGA Payment") and 35% to the Aggrieved Employees ("Individual PAGA Payments"), pursuant to Labor Code section 2699, subd. (m).

3.1.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (i.e., the Net Settlement Amount) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. The Individual PAGA Payments shall be allocated 100% as penalties.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. *Aggrieved Employee Data*. No later than twenty-one (21) calendar days after the Judgment is final, Defendant shall deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of the 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 it discovers 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.

4.2. *Funding of Gross Settlement Amount*. No later than thirty (30) calendar days after the Effective Date, Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator.

4.3. *Payments from the Gross Settlement Amount*. No later than fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount, the Administrator shall mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Expenses Payment, the PAGA Counsel Fees Payment, and the Administration Expenses Payment.

4.3.1. 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, along with the Notice of PAGA Settlement Agreement attached hereto as **Exhibit A**. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. The Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search within seven (7) business days of receiving a returned check. 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, misplaced, or requested by the Aggrieved Employee prior to the void date.

4.3.3. 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.

4.3.4. 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. RELEASE OF CLAIMS

Pursuant to the requirements of Labor Code sections 2698, et seq., Plaintiff is the designated agent of the LWDA and is proceeding as a private attorney general by bringing this enforcement action to recover civil penalties on behalf of the LWDA and Aggrieved Employees. The Parties and Plaintiff agree that, effective on the date Defendant fully funds the entire Gross Settlement Amount, the LWDA shall release the Released Parties from any claim for civil penalties arising out of the Released Claims. As consideration for this release, the LWDA shall receive 65% of the PAGA Penalties and the Aggrieved Employees shall receive 35% of the PAGA Penalties, consistent with the requirements of the Labor Code sections 2698, *et seq*.

5.1. *Released Claims*. Effective on the date Defendant fully funds the entire Gross Settlement Amount, all Aggrieved Employees fully and finally release and discharge the Released Parties from any and all claims for PAGA civil penalties that were alleged or that reasonably could have been alleged based on the facts alleged in the First Amended Class and Representative Action Complaint, under federal, state, and/or local law during the PAGA Period. This release includes, without limitation, a release of all claims for PAGA civil penalties based on alleged failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, and failure to provide accurate itemized wage statements (collectively, the "Released Claims").

6. SETTLEMENT ADMINISTRATION

6.1. *Selection of Administrator*. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of any 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.

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

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

6.4. *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. AGGRIEVED EMPLOYEE SIZE ESTIMATES

7.1 The Parties agree that the settlement is based on an estimated total of 9,900 PAGA Pay Periods during the PAGA Period. If the actual number of pay periods during the PAGA Period exceeds 9,900 by more than 15%, Defendant shall have the option of (a) increasing the Gross Settlement Amount by the percentage increase in the number of pay periods worked by the Aggrieved Employees above 15% (e.g., if the number of pay periods increases by 16%, the Gross Settlement Amount will increase by 1%); or (b) rolling back the PAGA Period to the date in which 11,385 Workweeks is met. Defendant shall be prepared to inform the Court of its selection at the approval hearing. If Defendant exercises option (b), it shall also be prepared to inform the Court of the PAGA Period end date at the approval hearing.

8. CONTINUING JURISDICTION OF THE COURT

8.1. *Continuing Jurisdiction*. The Parties agree that, after entry of Judgment, the Court shall retain jurisdiction over the Parties, Action, and Settlement for purposes of (i) enforcing this Agreement and/or the Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. This Agreement shall be binding and enforceable pursuant to California Code of Civil Procedure section 664.6.

8.2. *Waiver of Right to Appeal*. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Expenses Payment and PAGA Counsel Fees Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. 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.

9. ADDITIONAL PROVISIONS

9.1. *Duty to Cooperate*. If the Parties disagree on any aspect of the proposed stipulation or motion for approval of the Settlement, 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 the 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.

9.2. *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 Defendant that any of the allegations in the operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's 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 the Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation, except for proceedings to enforce or effectuate the Settlement and this Agreement.

9.3. *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.

9.4. *Attorney Authorization*. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken 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.

9.5. *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 this Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

9.6. *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.

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

9.8. *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.

9.9. *Agreement Binding on Successors*. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

9.10. *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.

9.11. *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.

9.12. *Confidentiality*. Plaintiff and PAGA Counsel agree they will not make any public disclosure of the Settlement until after this Settlement is approved by the Court. PAGA Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage him to adhere to, the restriction against any public disclosure of this Settlement until after this Settlement is approved by the Court. PAGA Counsel will not include or use the Settlement for any marketing or promotional purposes. PAGA Counsel further agree not to use Defendant's name in any statements for marketing purposes. In the event PAGA Counsel inadvertently violate this provision, they may cure such violation by withdrawing all marketing or promotional materials in violation of this provision within ten (10) calendar days of receipt of notice of the violation from Defendant.

9.12.1. Following approval of the Settlement, the Plaintiff and PAGA Counsel will not have any communications with any media other than to direct any media inquiries to the public records of the Actions on file with the Court.

9.12.2. Following approval of the Settlement, Plaintiff and Plaintiff's counsel may communicate with Aggrieved Employees about this Settlement and lawsuit, as well as provide any further information as requested by any courts, the LWDA, and other state and/or federal agencies. Nothing herein will restrict PAGA Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding PAGA Counsel's qualifications and experience.

9.12.3. The Parties agree that violation of this Section constitutes a breach of the agreement that cannot practically be cured. Thus, any actions to enforce this provision may be brought on an *ex parte* or otherwise expedited basis, and Defendant may seek any and all available remedies, including but not limited to injunctive relief.

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

9.13. *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 Aggrieved Employee Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) days after the 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, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

9.14. *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.

9.15. *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.

9.17. *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.

9.18. *Stay of Litigation*. The Parties agree that, upon the full execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, upon the signing of this Agreement and 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.

The Parties hereby execute this Agreement.

Signatures on following page.

Signed by:
A63FA22A523B432...

Dated: 4/30/2026

Blanca Rabago, Plaintiff

DocuSigned by:
56C8D436D6864EA...

Dated: 05/26/26

Options For All, Inc., Defendant

CEO

Title

Dated: 4/20/2026

MOON LAW GROUP, P.C.

By:

Kane Moon

Attorneys for Plaintiff

Dated: 05/26/26

FOX ROTHSCHILD LLP

DocuSigned by:
Steven Gallagher
4489682E1A424D2...

By:

Steven Gallagher

Attorneys for Defendant, Options For All, Inc.

Exhibit A

NOTICE OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

Blanca Rabago v. Options For All, Inc.,
Superior Court of the State of California, County of San Diego, Case No. 25CU054174C

This is not a solicitation by a lawyer. You are not being sued.

Why am I receiving this Notice?

A settlement (the "Settlement") has been reached in the lawsuit entitled *Blanca Rabago v. Options For All, Inc.,* Superior Court of the State of California for the County of San Diego, Case Number 25CU054174C (the "Lawsuit"). You are receiving this Notice because the Settlement affects your rights.

Who is affected by the Settlement?

Aggrieved Employees are affected by the Settlement. Aggrieved Employees are all persons who worked for Defendant in California as an hourly paid or non-exempt employee from October 4, 2024, to March 21, 2026. You are receiving the instant Notice because you have been identified by Defendant Options For All, Inc. as an Aggrieved Employee.

What is the Lawsuit about?

In the Lawsuit, Plaintiff Blanca Rabago ("Plaintiff") asserted claims that Options For All, Inc. (with Plaintiff, the "Parties") violated provisions of the California Labor Code, giving rise to claims for civil penalties under the California Private Attorneys General Act of 2004 ("PAGA"). Options For All, Inc. denies all liability for these claims based on various legal and factual defenses. Nevertheless, Options For All, Inc. has agreed to settle the Lawsuit to avoid the risks, distractions, and costs associated with further litigation of the Lawsuit.

The Settlement is, therefore, a compromise reached after good faith, arm's length negotiations between the Parties and is not an admission of liability by Options For All, Inc. The Court has not ruled on the merits of Plaintiff's claims or Options For All, Inc. defenses but did approve the Settlement.

What are the Settlement terms?

Options For All, Inc. has agreed to pay $150,000.00 under the Settlement. This sum will be used for the payment of (a) $_______ to the California Labor and Workforce Development Agency as its 65% share of the PAGA Penalties; (b) $_______ to all Aggrieved Employees to be distributed pro rata as their 35% share of the PAGA Penalties; (c) $50,000.00 to PAGA Counsel for Attorney's Fees; (d) up to $10,000.00 to PAGA Counsel for actual litigation costs; and (e) up to $6,000.00 to the Administrator for administration costs.

The Individual PAGA Payments to Aggrieved Employees are classified as other miscellaneous income and will be reported on an IRS Form 1099-MISC, if required. Your pro rata share was calculated based on the number of Pay Periods you worked for Options For All, Inc. from October 4, 2024, to March 21, 2026.

All Individual PAGA Payment checks will remain valid and negotiable for one hundred eighty (180) days from the date of their issuance and shall thereafter automatically be void if not cashed within that time. Uncashed checks will be sent to the California State Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. You can visit https://www.sco.ca.gov/search_upd.html to search for unclaimed property. If your check is lost or misplaced, you should contact the Administrator immediately at [xxx-xxx-xxxx] to request a replacement.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.