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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

MONIQUE PERRY, on behalf of the State of California and other aggrieved persons,

Plaintiff,

v.

CONNECTED INTERNATIONAL INC., an unknown entity; and DOES 1 through 10, inclusive,

Defendants.

Case No.: STK-CV-UOE-2023-0006849

PAGA REPRESENTATIVE ACTION

[*Assigned to*: Hon. John R. Soldati, Dept. 10D]

DECLARATION OF ARRASH T. FATTAHI IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT

[*Filed concurrently with*: Notice of Motion and Motion for Approval of PAGA Settlement; Declaration of Plaintiff Monique Perry; Declaration of Lisa Mullins; [Proposed] Order]

Approval Hearing Dates (Proposed):
Hearing Date: December 15, 2026
December 16, 2026
December 17, 2026
December 18, 2026
December 22, 2026
Time: 9:00 a.m.
Dept.: 10D

Complaint filed: July 5, 2023
Trial date: Not set

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DECLARATION OF ARRASH T. FATTAHI

I, Arrash T. Fattahi, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Partner at Wilshire Law Firm, PLC, counsel of record for Plaintiff Monique Perry ("Plaintiff"). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. This Declaration is submitted in support of Plaintiff's Motion for Approval of PAGA Settlement.

2. On July 5, 2023, Plaintiff filed a representative action complaint seeking civil penalties under the Private Attorneys General Act ("PAGA") against Defendant Connected International Inc. ("Defendant," and together with Plaintiff, the "Parties") in the Superior Court of California, County of San Joaquin, based on Defendant's alleged failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to pay all wages earned twice per month, failure to maintain accurate employment records, failure to pay all or timely wages during employment or at separation, failure to furnish accurate itemized wage statements, and failure to reimburse business expenses.

3. On May 1, 2023, pursuant to California Labor Code ("Cal. Lab. Code") § 2699.3(a)(1)(A), Plaintiff provided written notice to the California Labor & Workforce Development Agency ("LWDA") and Defendant of her intent to seek civil penalties under PAGA (LWDA-CM-952047-23) stemming from Defendant's alleged violations of, *inter alia,* Cal. Lab. Code sections 201-204, 210, 226, 226.3, 226.7, 510, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and 2802, and applicable Industrial Welfare Commission Wage Orders. A true and correct copy of Plaintiff's PAGA notice is attached hereto as **Exhibit A.** Pursuant to Labor Code § 2699.3(a)(2)(A), the LWDA had 65 calendar days to notify Plaintiff and Defendant whether it intended to investigate the alleged violations. However, the LWDA did not do so.

4. Prior to mediation, Defendant produced, through informal discovery, its operative employee handbook(s), policies, and procedures related to the claims alleged and a sampling of

time and pay records for the Aggrieved Employees. Plaintiff's counsel retained an expert consultant to analyze the sampled time and payroll data, which allowed both sides to evaluate Defendant's potential exposure and the risks of continued litigation.

5. The Parties participated in private mediation on April 24, 2024, with Scott Radovich, Esq., at which the Parties reached agreement on the principal terms of a settlement. Following additional negotiations, the Parties fully executed a Memorandum of Understanding on October 24, 2025.

6. On June 25, 2026, the Parties fully executed a long-form settlement agreement which includes an explanatory letter to be mailed out by the Settlement Administrator to all non-exempt employees employed by Defendant in California and paid by Defendant for work performed at any time during the PAGA Period[1] ("the Aggrieved Employees"). A true and correct copy of the Settlement Agreement (or "Settlement") is attached hereto as **Exhibit B**.

7. Plaintiff and Plaintiff's counsel concluded, after taking into account the sharply disputed factual and legal issues involved in the Action, the risks associated with further prosecution, and the substantial benefits received and to be received pursuant to the Settlement, that the Settlement is in the best interest of all interested parties and beneficiaries.

8. Plaintiff and Plaintiff's counsel have balanced their evaluation of the validity and strength of these asserted allegations against the problems of proof, collectability, and the legal standards governing said allegations, and found significant risk in proceeding. Based on this evaluation, Plaintiff's counsel believes that the Settlement satisfies the public policies of PAGA and is fair to all parties and beneficiaries.

9. Based on Defendant's records at the time of mediation, there were approximately 374 Aggrieved Employees who worked approximately 8,639 pay periods from May 1, 2022 through April 24, 2024. Settlement Agreement ¶¶ 5.1, 9. Assuming the initial $100 civil penalty

[1] The "PAGA Period" is defined as the period May 1, 2022, through the date the Court signs the Approval Order, unless adjusted at Defendant's election pursuant to Paragraph 9 of the Settlement Agreement. Settlement Agreement ¶¶ 1.27, 9. Under the Settlement Agreement's escalator clause, if the number of PAGA Pay Periods exceeds 9,935 (i.e., more than 15% above the 8,639 pay periods Defendant estimated at mediation), Defendant may elect either to end the PAGA Period on the last date on which there are no more than 9,935 pay periods at issue or to contribute a proportionate increase to the Gross Settlement Amount. In either event, the PAGA Period cannot extend past the date of the Court's order approving the Settlement. *Id.* ¶ 9.

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for each pay period, and without "stacking" multiple penalties for the same pay period, Plaintiff's counsel calculated that Defendant's maximum potential exposure for PAGA civil penalties was approximately $863,900.00.

10. Plaintiff and Plaintiff's counsel remain confident in the merits of Plaintiff's claims, but each claim presented meaningful risk. Plaintiff's allegation that Defendant failed to pay all wages owed is based on work performed "off-the-clock," including pre-shift work and work-related communications during unpaid meal periods, which is not reflected in Defendant's time records and would depend on testimony from Aggrieved Employees. With respect to meal periods, although Defendant's time records reflect short, late, and missed meal periods, Defendant issued meal period premiums for a portion of those meal periods and contends that it implemented meal period waivers during the PAGA Period. With respect to rest periods, rest periods do not have to be recorded, Defendant maintained written rest period policies, and Defendant can argue that Aggrieved Employees voluntarily chose to forgo their rest periods. Defendant disputes Plaintiff's allegation that employees were required to use their personal cell phones for work without reimbursement, Plaintiff's regular rate allegation affects only a limited number of pay periods, and Defendant contends that its wage statements complied with Labor Code § 226(a) and that any derivative claims fail with the underlying claims. Plaintiff also faced procedural risk: Defendant contends that Plaintiff electronically signed an arbitration agreement in August 2020, and absent settlement Defendant was expected to move to compel Plaintiff's individual claims to arbitration and to stay the representative claims, which would have substantially delayed any recovery. Finally, even if Plaintiff prevailed, the Court has discretion to award less than the maximum civil penalty under Labor Code § 2699(e)(2), and there was a legitimate risk of a significant reduction given the technical nature of several of the alleged violations.

11. Plaintiff's counsel's expert consultant determined that there were 8,445 pay periods during the relevant time period which presented issues with regard to unpaid wages, meal period violations, rest period violations, and unreimbursed business expenses. Applying the $100 initial-violation penalty to each of these pay periods, Defendant's potential PAGA exposure is $844,500.00. Plaintiff's counsel discounted this figure by 70% to account for Defendant's

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contention that the underlying allegations lacked merit, Defendant's largely compliant written policies, Defendant's issuance of meal period premiums to Aggrieved Employees, Defendant's contention that it implemented meal period waivers during the liability period, the low meal period violation rate reflected in the sampled data (17%), the risk of not prevailing on the merits, and the Court's discretion in reducing penalties, resulting in an estimated realistic recovery of approximately $253,350.00 ($844,500.00 x 30%). The Gross Settlement Amount of $200,000.00 therefore represents approximately 78.9% of Plaintiff's reasonably forecasted recovery.

12. As part of the Settlement, Defendant has agreed to pay a sum of $200,000.00 (the "Gross Settlement Amount"), which includes payments to all Aggrieved Employees, payment of Plaintiff's counsel's fees and costs, payment to Plaintiff for service as the PAGA representative, and payment to the Settlement Administrator for administration costs. After deducting the requested PAGA Counsel Fees Payment ($66,666.67), PAGA Counsel Litigation Expenses Payment ($10,310.72), PAGA Representative Service Payment ($10,000.00), and Administration Expenses Payment ($5,350.00), the Net Settlement Amount is estimated to be $107,672.61, seventy-five percent (75%) of which ($80,754.46) will be paid to the LWDA and twenty-five percent (25%) of which ($26,918.15) will be distributed to the Aggrieved Employees on a pro rata basis according to the number of PAGA Pay Periods each worked, for an average Individual PAGA Payment of approximately $71.97. Settlement Agreement ¶¶ 1.19, 4.3.1–4.3.2.1. No portion of the Gross Settlement Amount will revert to Defendant. *Id.* ¶ 4.1.

13. The fee award requested here is $66,666.67, representing one third (1/3) of the Gross Settlement Amount. The requested fee award is justified because Plaintiff's counsel achieved a significant monetary recovery for the Aggrieved Employees and the LWDA in an uncertain and risky case while bearing the substantial burdens of representation on a contingency basis, and the fees requested are in line with market rates. Plaintiff's counsel expended significant time and resources in litigating this case, which resulted in a favorable result for the LWDA, Plaintiff, and the Aggrieved Employees. Plaintiff's counsel elected to bear the contingency risk of this litigation for the benefit of the Aggrieved Employees, as well as for the State of California (who elected not to take the case after receiving the PAGA notice).

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14. Plaintiff's counsel has dedicated substantial resources to this litigation, including approximately $10,310.72 in costs as of the date of this declaration, without receiving any compensation. All of Plaintiff's counsel's litigation costs are documented and reasonably incurred. Because these costs are less than the $20,000.00 cap provided in the Settlement Agreement, the remaining $9,689.28 will remain in the Net Settlement Amount to be distributed as PAGA Penalties to the LWDA and the Aggrieved Employees. Settlement Agreement ¶ 4.2.2. Attached as **Exhibit C** to this declaration is a breakdown of costs incurred by my office.

15. Plaintiff requests an enhancement fee of $10,000.00 for her service as the PAGA representative. The requested enhancement fee is intended to recognize: (1) the substantial time and effort that Plaintiff has expended on behalf of the State and Aggrieved Employees; (2) the risks faced by Plaintiff as a result of bringing this Action; (3) the fact that Plaintiff put the interests of the State of California and other Aggrieved Employees ahead of her own; and (4) the substantial benefit conferred upon the State and the Aggrieved Employees as a result of Plaintiff's actions. In addition, unlike the other Aggrieved Employees, Plaintiff is providing a general release of all claims against the Released Parties, including a waiver of California Civil Code section 1542. Settlement Agreement ¶¶ 1.28, 6.1.

16. The Parties propose using ILYM Group, Inc. ("ILYM") to administer the Settlement. The Settlement Administrator Costs in the amount of $5,350.00 are reasonable, given the tasks to be performed by the Settlement Administrator, including, but not limited to, the following duties: mailing and re-mailing (if necessary) checks/explanatory letters to the Aggrieved Employees and the LWDA; establishing a Qualified Settlement Fund; preparing and submitting to the Aggrieved Employees and government entities all appropriate tax filings and forms; distributing the Service Payment to Plaintiff and attorneys' fees and costs; keeping the Parties timely apprised of the performance of all obligations under the Agreement; and voiding uncashed or undeliverable checks to issue those funds to the State Controller's Office. A true and correct copy of ILYM's April 2, 2026 estimate for administration costs is attached to this declaration as **Exhibit D**.

17. Pursuant to former Labor Code § 2699, subdivision (l)(1), Plaintiff submitted a copy

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of the complaint to the LWDA on November 8, 2023. A true and correct copy of the LWDA's submission confirmation is attached hereto as **Exhibit E**. Pursuant to former Labor Code § 2699, subdivision (l)(2), Plaintiff submitted the Settlement Agreement to the LWDA on October 29, 2026, concurrently with the filing of Plaintiff's Motion for Approval of PAGA Settlement. A true and correct copy of the LWDA's submission confirmation is attached hereto as **Exhibit F**. To date, the LWDA has not objected to the Settlement. Plaintiff will submit a copy of the Court's judgment and order approving the Settlement to the LWDA within ten (10) days after its entry.

18. Neither I nor Wilshire Law Firm, PLC has any actual or potential conflict of interest with the Aggrieved Employees or with ILYM, and neither I nor my firm has any financial relationship with ILYM other than a professional relationship arising out of prior experience with settlement administration.

19. The regular and customary practice at Wilshire Law Firm, PLC is for all attorneys to maintain contemporaneous time records setting forth the amount of time spent (rounded to the nearest 0.1 hour) on each task in each case, with explanatory descriptions of each task performed. My colleagues and I followed this practice throughout this litigation. To calculate my firm's lodestar for this case, I reviewed the time records and exercised discretion in eliminating excessive entries. Using these time records, my office derived the following summary chart of timekeeping activities of the attorneys working on this case:

Attorney	**Hours**	**Rate**	**Lodestar**
Arrash T. Fattahi	45.7	$850	$38,845.00
Arman A. Salehi	48.1	$600	$28,860.00
Total:	93.8		$67,705.00

20. Plaintiff's counsel has spent approximately 93.8 hours litigating this Action to bring it to resolution, not including the time which will be expended monitoring the administration of the settlement and distribution of funds. Accordingly, the requested fee of $66,666.67 is reasonable and fair as it is less than Plaintiff's counsel's lodestar of $67,705.00, resulting in a negative multiplier. The hours were divided among the attorneys according to skill level and were not unnecessarily duplicative. Plaintiff's counsel prosecuted this case on a purely contingent basis,

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assumed all of the risk and costs of litigation, and was precluded from devoting this time to other matters.

21. There are additional hours devoted by me (and by my colleagues) to this litigation that are not reflected in Plaintiff's Counsel's request for attorneys' fees.

22. We can provide complete, detailed billing records in the event the Court requests them but would request the opportunity to redact attorney-client privileged information and any other privileged information.

EXPERIENCE AND QUALIFICATIONS

23. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms for every year since 2020 and is comprised of over 120 attorneys and over 600 employees. Wilshire Law Firm, PLC is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

24. Wilshire Law Firm, PLC is qualified to handle this Action because its attorneys are experienced in litigating Labor Code violations in both individual, class action, and representative action cases. Wilshire Law Firm, PLC has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as class actions involving consumer rights and data privacy litigation.

25. I graduated from the University of California, Los Angeles with a Bachelor of Arts in Political Science, *summa cum laude*. I received my Juris Doctor from The George Washington University Law School. During law school, I was a member of the student editorial board for the Federal Circuit Bar Journal.

26. My practice is focused on advocating for the rights of consumers and employees in class action litigation and appellate litigation. I am currently the primary attorney in charge of litigating several class action cases in state and federal courts across the United States.

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27. As the attorney responsible for day-to-day management of this matter at the Wilshire Law Firm, PLC, I have over five years of experience litigating wage and hour class actions. Over the last five plus years, I have managed and assisted with the litigation and settlement of several wage and hour class actions. In those class actions, I performed similar tasks as those performed in the course of prosecuting this action.

28. I was also selected as a "Southern California Rising Star" in 2025, 2026, and 2027.

29. My current contingent billing rate of $850.00 per hour is consistent with the legal market, accepted hourly rates, and my expertise and knowledge as it pertains to wage and hour matters. Below is a non-exhaustive list of the cases where I have been appointed as class counsel in my own right (as opposed to being part of a firmwide appointment of counsel):

a. *Kingsbury v. Caravan Foods II, Inc*., Alameda County, Case No. RG21096357; Motion for Final Approval granted on January 31, 2023.

b. *Frias-Estrada v. Trek Retail Corporation*, Contra Costa County, Case No. MSC20-01916; Motion for Final Approval granted on March 3, 2023.

c. *Reyes v. Everytable, PBC, et al*., Los Angeles County, Case No. 21STCV35987; Motion for Final Approval granted on May 3, 2023.

d. *Ortiz v. Tara Materials, Inc.*, San Diego County, Case No. 37-2021-0001473-CUOE-CTL; Motion for Final Approval granted on May 30, 2023.

e. *Cruz-Sanchez v. Eagle Lath & Plaster, Inc*., Sacramento County, Case No. 34-2021-00293739-CU-OE-GDS; Motion for Final Approval granted on May 30, 2023.

f. *Garduno v. New Generation Framing, Inc*., et al., Stanislaus County, Case No. CV-21-000544; Motion for Final Approval granted on August 11, 2023.

g. *Hernandez, et al. v. Burford Farming Company, Inc*., Fresno County, Case No. 21CECG03817; Motion for Final Approval granted on August 21, 2023.

h. *Barajas v. Final Phase Construction, Inc*., San Bernardino County, Case No. CIVSB2118622; Motion for Final Approval granted on September 13, 2023.

i. *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County, Case No. 22STCV07261; Motion for Final Approval granted on October 17, 2023.

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j. *Nunez v. Gabriel Container*, Los Angeles County, Case No. 21STCV09787; Motion for Final Approval granted on November 2, 2023.

k. *Lupercio v. Western CNC, Inc*., San Diego County, Case No. 37-2021-00010314-CU-OE-CTL; Motion for Final Approval granted on January 26, 2024.

l. *Jackson, et al. v. Apple Valley Communications, Inc*., et al., San Bernardino County, Case No. CIVSB2124721; Motion for Final Approval granted on February 1, 2024.

m. *Cuadras, et al. v. Guinn Corporation*, Kern County, Case No. BCV-21-101520; Motion for Final Approval granted on February 22, 2024.

n. *Williams v. Total Longterm Care, Inc*., et al., San Bernardino County, Case No. CIVSB2213347; Motion for Final Approval granted on April 2, 2024.

o. *Meza v. Argus Management Company, LLC, et al*., Los Angeles County, Case No. 21STCV31612; Motion for Final Approval granted on May 20, 2024.

p. *Wade v. Mallory Safety and Supply LLC*, Siskiyou County, Case No. 23CV00951; Motion for Final Approval granted on July 11, 2024.

q. *Snell v. Shasta Community Health Center*, Shasta County, Case No. CVCV22-199416; Motion for Final Approval granted on November 12, 2024.

r. *Arce v. Sammy's Woodfired Pizza*, San Diego County, Case No. 37-2023-00037670-CU-OE-CTL; Motion for Final Approval granted on January 10, 2025.

s. *Ochoa, et al. v. La Tavola, LLC*, Napa County, Case No. 22CV000862; Motion for Final Approval granted on January 23, 2025.

t. *Brown, et al. v. Fidelity Security Services, Inc.*, Los Angeles County, Case No. 21STCV31617; Motion for Final Approval granted on January 28, 2025.

u. *Torres v. Lupton Excavation, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00317401-CU-OE-GDS; Motion for Final Approval granted on April 18, 2025.

v. *Peterson v. PJ Printers*, Orange County Superior Court, Case No. 30-2022-01247546-CU-OE-CTL; Motion for Final Approval granted on April 25, 2025.

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w. *Harris v. D&D Gear Incorporated dba Absolute Technologies, Inc.*, Orange County Superior Court, Case No. 30-2021-01222330-CU-OE-CTL; Motion for Final Approval granted on April 25, 2025.

x. *Guarista, et al. v. Urologic Institute of the High Desert, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2125029; Motion for Final Approval granted on June 17, 2025.

y. Carbajal v. Mattco Forge, Inc., Los Angeles County Superior Court, Case No. 23STCV12264; Motion for Final Approval granted on July 28, 2025.

z. *Martinez v. Corticare, Inc.*, San Diego County Superior Court, Case No. 37-2023-00055906-CU-OE-CTL; Motion for Final Approval granted on November 21, 2025.

aa. *Chavez v. Hemington Landscape Services*, Sacramento County Superior Court, Case No. 34-2022-00324239-CU-OE-GDS; Motion for Final Approval granted on February 4, 2026.

bb. Bivens, *et al. v. Right at School, LLC*, Los Angeles County Superior Court, Case No. 23STCV31316; Motion for Final Approval granted on February 19, 2026.

cc. *Acevedo, et al. v. Crocs Retail, LLC*, Los Angeles County Superior Court, Case No. 23STCV15354; Motion for Final Approval granted on March 6, 2026.

dd. *Gonzalez v. MAG Aerospace Industries, LLC*, Los Angeles County Superior Court, Case No. 23STCV31607; Motion for Final Approval granted on March 9, 2026.

ee. *Alvarado, et al. v. URS Operations, LLC*, Los Angeles County Superior Court, Case No. 23STCV23711; Motion for Final Approval granted on April 22, 2026.

30. Arman A. Salehi is a third-year Associate Attorney at Wilshire Law Firm, PLC. He is admitted to practice law in the State of California and the Central, Eastern, and Northern Districts of California. Arman graduated from the University of California, Los Angeles with a Bachelor of Arts in Sociology. He received his Juris Doctor from the University of California College of the Law, San Francisco (formerly known as UC Hastings). Since November 2023, his practice has mainly been focused on wage and hour class action litigation. His contingent hourly rate for this matter is $600 per hour.

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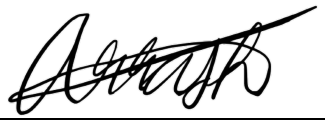
I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed on October 30, 2026, at Los Angeles, California.



Arrash T. Fattahi

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Exhibit A

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May 1, 2023

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(*Via Online Submission*)

Connected International, Inc.
5250 W Century Blvd #318
Los Angeles, CA 90045
(*Via Certified Mail, Return Receipt Requested*)
#9489 0090 0027 6490 0552 36

Hung Fai Dai
Agent for Service of Process for:
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2803 Alberta Street
Torrance, CA 90501
(*Via Certified Mail, Return Receipt Requested*)
#9489 0090 0027 6490 0552 43

Connected International Inc.
PO Box 189310
Sacramento, CA 95818
(*Via Certified Mail, Return Receipt Requested*)
#9489 0090 0027 6490 0551 82

Re: ***Monique Perry v. Connected International, Inc.***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Monique Perry ("Plaintiff") to pursue a Labor Code Private Attorneys General Act ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against her former employer, Connected International, Inc. ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant's Aggrieved Employees.

Plaintiff wishes to pursue this action on behalf of herself as an aggrieved employee, on behalf of the State of California, as well as on behalf of all other persons who worked for Defendant in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Plaintiff and the Aggrieved Employees suffered the Labor Code violations described below.

Plaintiff's Employment with Defendant

Defendant owns/owned and operates/operated an industry, business, and establishment within the State of California, including San Joaquin County. As such, and based upon all the facts and circumstances incident to Defendant's business in California, Defendant is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Plaintiff Monique Perry is a resident of San Joaquin County, California who worked for Defendant in San Joaquin County, California as an hourly-paid, non-exempt employee from approximately August 2020 to approximately May 2022. Defendant typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff mostly worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Plaintiff's employment, Defendant failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely pay all final wages to Plaintiff when Defendant terminated her employment, failed to furnish accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Defendant Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Defendant maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendant required Plaintiff and the Aggrieved Employees to work "off-the-clock," uncompensated, by, for example, requiring Plaintiff and the Aggrieved Employees to perform work during unpaid meal breaks. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal period no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal periods.

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved Employees permission to take a meal period. Accordingly, Defendant's policy and practice was not to provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

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Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Defendant wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendant's policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest periods. Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and

permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved

Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Defendant failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Defendant violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant. Plaintiff and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, use of personal cellphones. Plaintiff and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendant, but Defendant failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Plaintiff and the Aggrieved Employees for necessary business expenditures.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;

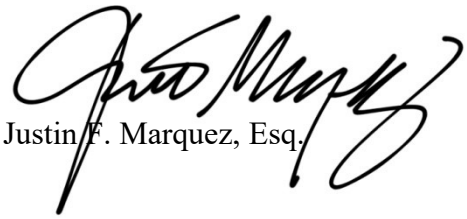
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements; and
8. Labor Code § 2802 by failing to indemnify for necessary expenditures.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM



Justin F. Marquez, Esq.

Exhibit B

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between: (1) Plaintiff Monique Perry ("Plaintiff"), individually and in her representative capacities as a private attorney general on behalf of the State of California; and (2) Defendant Connected International Inc. ("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 against Defendant captioned as *Monique Perry v. Connected International Inc.*, case number STK-CV-UOE-2023-0006849, initiated on July 5, 2023, and pending in the Superior Court of the State of California for the County of San Joaquin.

1.2. "Administrator" means the neutral entity the Parties have agreed to appoint to administer the Settlement. The Parties agree that ILYM Group, Inc. is a mutually agreeable settlement administrator.

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. "Agreement" means this Private Attorneys General Act Settlement Agreement, including **Exhibit A** hereto.

1.5. "Aggrieved Employee" means all non-exempt employees employed by Defendant in California and paid by Defendant for work performed at any time during the PAGA Period.

1.6. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession and in its electronic payroll management system, including the Aggrieved Employee's name on file with Defendant, last-known mailing address (if any), Social Security number (if any), and number of PAGA Pay Periods.

1.7. "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.

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

1.9. "Court" means the California Superior Court for the County of San Joaquin.

1.10. "Defendant" means the named defendant in the Action, Connected International Inc.

1.11. "Defense Counsel" means the attorneys representing Defendant, Ian B. Wieland and Justin G. Donner, of Sagaser, Watkins & Wieland, PC.

1.12. "Effective Date" means the date the Court grants approval of the settlement, if there is no attempted intervention or objection by the Labor Workforce and Development Agency ("LWDA"). Should the LWDA attempt to intervene or object, and the court still issues an approval order despite these efforts, then the Effective Date shall be: (i) if the LWDA does not appeal, then sixty (60) days after service of notice of entry of the Order; or (ii) if the LWDA does appeal, then ten (10) days after the appeal is withdrawn or after an appellate decision affirming the approval decision becomes final.

1.13. "Gross Settlement Amount" or "GSA" means the total amount of **$200,000.00** Defendant agrees to pay under the Settlement, subject to Defendant's voluntary election at Section 9 of this Agreement. Defendant shall have no obligation to pay any sum aside from the GSA to effectuate its duties under this PAGA settlement. The Administrator shall use the Gross Settlement Amount to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the PAGA Representative Service Payment, and the Administrator's Expenses Payment, as approved by the Court.

1.14. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of the Net Settlement Amount payable to each Aggrieved Employee pursuant to Labor Code §2699, subdivision (i) (in effect from June 27, 2016, to June 30, 2024), calculated as provided in Paragraph 4.3.2 through 4.3.2.1 of this Agreement.

1.15. "Judgment" means the judgment entered by the Court in the Action, consistent with this Settlement and the Approval Order. Any Judgment entered by the Court shall specify that the Administrator shall not release any of the payments described herein until the occurrence of the Effective Date, and shall provide that the it may be vacated, with all monies returned to Defendant in the event the Effective Date does not occur.

1.16. "Judgment Date" means the date on which all of the following have occurred: **(a)** the Court enters a Judgment in the Action; and, **(b)** a Party, or the Court, has issued notice of entry of the Judgment.

1.17. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i) (in effect from June 27, 2016, to June 30, 2024).

1.18. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i) (in effect from June 27, 2016, to June 30, 2024).

1.19. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Representative Service Award, 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 and as the LWDA PAGA Payment as specified in Paragraph 4 of this Agreement.

1.20. "Operative Complaint" means the complaint filed on July 5, 2023 in the Action.

1.21. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.22. "PAGA Counsel" means Arrash T. Fattahi and Arman A. Salehi of Wilshire Law Firm, PLC, the attorneys representing the Plaintiff in the Action.

1.23. "PAGA Counsel Fees Payment" means the amount payable to PAGA Counsel from the Gross Settlement Amount as payment for reasonable attorneys' fees.

1.24. "PAGA Counsel Litigation Expenses Payment" means the amount payable to PAGA Counsel from the Gross Settlement Amount as payment for litigation costs recoverable under applicable law.

1.25. "PAGA Notice" means Plaintiff's letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a), including but not limited to Plaintiff's notice issued on or about May 1, 2023.

1.26. "PAGA Pay Period" means any pay period of Defendant during the PAGA Period in which an Aggrieved Employee: (1) worked for Defendant in California for at least one day in a non-exempt capacity; and, (2) earned wages for hours worked and/or sick leave during the pay period.

1.27. "PAGA Period" means the period from May 1, 2022, through the date the Court signs the Approval Order, unless adjusted at Defendant's election pursuant to Paragraph 9 of this Agreement.

1.28. "PAGA Representative Service Payment" means the amount payable to Plaintiff for initiating the Action, providing services in support of the Action, and as consideration for Plaintiff's general release of claims in favor of Released Parties.

1.29. "Plaintiff" means Monique Perry, the named plaintiff in the Action.

1.30. "Released PAGA Claims" means the claims being released by Aggrieved Employees, PAGA Counsel, and the State of California (and/or any of its agencies, including but not limited to the LWDA and/or Labor Commissioner), and as described in Paragraph 6 through 6.4 of this Agreement.

1.31. "Released Parties" means, collectively, Defendant; Defendant's present or former parents, subsidiaries, affiliated entities, commonly owned or controlled entities, present and former owners, managing agents, board members, officers, directors, trustees, employees, agents, insurers, or attorneys ("Defendant's Releasees"); Defendant's or Defendant's Releasees successors and assigns; and/or, any other individual or entity to whom liability for claims released by Plaintiff, or for the Released PAGA Claims, could be assigned, including but not limited to

liability established pursuant to Labor Code §§200.3, 558.1, and/or 2810.3, or on a joint-employer, alter-ego, successor, or other similar theory of liability.

1.32. "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.

1.33. "Settlement Notice" means the Court-approved notice concerning the settlement of the Actions and corresponding procedures, attached hereto and incorporated by reference as **Exhibit A**, which the Administrator shall mail to Aggrieved Employees along with their Individual PAGA Payment and post on its website along with the Judgment without material variation.

2. RECITALS

2.1. On July 5, 2023, Plaintiff commenced the Action by filing a complaint alleging a sole cause of action under PAGA and asserting violations of laws pertaining to **(1)** failure to pay for all hours worked, including minimum, straight time, and overtime wages; **(2)** failure to provide meal periods; **(3)** failure to authorize and permit rest periods; **(4)** failure to pay all wages earned twice per month; **(5)** failure to maintain accurate employment records; **(6)** failure to pay all or timely wages during employment or at separation; **(7)** failure to furnish accurate itemized wage statements; and **(8)** failure to reimburse business expenses.

2.2. On April 24, 2024, the Parties mediated with Scott Radovich.

2.3. Thereafter, the Parties engaged in protracted settlement discussion, and fully executed a Memorandum of Understanding ("MOU") on October 24, 2025.

2.4. Following execution of the MOU, the Parties negotiated, finalized, and executed this long-form PAGA Settlement Agreement

2.5. Prior to mediation and/or before execution of this Agreement, Plaintiff obtained, through informal discovery, various documents and information that allowed both sides to evaluate the potential exposure and potential risk, such as the operative employee handbook, policies and procedures related to the claims alleged in the Operative Complaint, Plaintiff's personnel files, payroll and time records, and a sample of time and pay records for the Aggrieved Employees. Plaintiff contends its investigation is sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801, and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*"), to the extent deemed applicable to this Agreement and the settlement of PAGA claims, generally.

2.6. The Parties intend the Judgment to fully resolve the Actions and preclude any other claims or actions for the Released PAGA Claims during the PAGA Period by operation of law.

2.7. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

3. NATURE OF SETTLEMENT

3.1. Non-Admission: 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, or any related case, have or has merit, or that Defendant or Released Parties have any liability for any claims asserted. Nor is this Agreement intended, and should not be construed, as an admission by Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree that representative treatment is for purposes of this Settlement only. The Settlement, this Agreement, and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation, except for proceedings to enforce or effectuate the Settlement, including proceedings in any related cases necessary to achieve the Effective Date.

3.2. Agreement Contingent Upon the Occurrence of the Effective Date: If, for any reason, the Effective Date is not achieved, the Parties shall revert to their respective positions before reaching the Settlement. In entering into this Settlement, the Parties intend this Settlement, based on application of principles of res judicata and/or collateral estoppel, to result in a judgment in Defendant's favor on any PAGA claims asserted in related cases, to the extent they involve the claims for the Released PAGA Claims during the PAGA Period. Unless and until the Effective Date, the Administrator shall retain all monies paid by Defendant, such that Defendant can recoup the funds if the Effective Date does not occur.

4. MONETARY TERMS

4.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay Two Hundred Thousand Dollars and Zero Cents (**$200,000.00**) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadlines stated in Paragraph 5.3 through 5.3.3 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, unless the Effective Date does not occur, in which case the Administrator shall refund the Gross Settlement Amount to Defendant, plus any interest accruing thereon within the Qualified Settlement Fund ("QSF") established by the Administrator.

4.2. Payments from the Gross Settlement Amount. The Administrator shall make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order and Judgment:

4.2.1. To Plaintiff: PAGA Representative Service Payment to Plaintiff of not more than $10,000.00 (in addition to any Individual PAGA Payment the Plaintiff is entitled to receive as an Aggrieved Employee). Defendant will not oppose Plaintiff's request for a PAGA Representative Service Payment that does not exceed this amount. As part of the application or motion for the approval of the Settlement, Plaintiff will seek Court approval for any PAGA Representative Service Payment. If the Court approves a PAGA Representative Service Payment less than $10,000.00 (or does not approve of one at all), it shall not impact this Settlement and the Administrator will retain the remainder in the Net Settlement Amount to be

distributed in accordance with this Agreement. The Administrator will pay the PAGA Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on the PAGA Representative Service Payment and agrees to hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division, sharing, or taxation of this payment, including for any costs/fees incurred by Defendant relating to such a dispute or controversy.

4.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be $66,666.67 and a PAGA Counsel Litigation Expenses Payment of not more than $20,000.00. Defendant will not oppose a request for these payments provided that they do not exceed these amounts. As part of the motion for approval of the Settlement, Plaintiff and/or PAGA Counsel will seek Court approval for any PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment of less than $66,666.67 and/or a PAGA Counsel Litigation Expenses Payment of less than $20,000.00, it shall not impact this Settlement and the Administrator will allocate the remainder to the Net Settlement Amount to be distributed in accordance with this Agreement. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's counsel arising from any claim to any portion of 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 agrees to hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division, sharing, or taxation of this payment, including for any costs/fees incurred by Defendant relating to such a dispute or controversy.

4.2.3. To the Administrator: An Administrator Expenses Payment paid to ILYM Group, Inc., not to exceed $5,350.00, 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 the Administrator's "not to exceed" bid, the Administrator will retain the remainder in the Net Settlement Amount to be distributed in accordance with this Agreement.

4.3. Payments from the Net Settlement Amount. Once the Net Settlement Amount is established after allocating for the payments described above in Paragraphs 4.2 through 4.2.3, the Administrator shall make the following payments from the Net Settlement Amount, in the amounts specified by the Court in the Approval Order and Judgment:

4.3.1. The Administrator shall pay 75-percent of the Net Settlement Amount to the LWDA, in accordance with Labor Code §2699, subdivision (i) (in effect from June 27, 2016, to June 30, 2024).

4.3.2. The Administrator shall pay the remaining 25-percent of the Net Settlement Amount to Aggrieved Employees, in accordance with Labor Code §2699, subdivision (i) (in effect from June 27, 2016, to June 30, 2024), as Individual PAGA Payments.

4.3.2.1. Individual PAGA Payments shall be calculated by first dividing the total amount payable to Aggrieved Employees by the total number of PAGA Pay Periods, then by multiplying the result by each Aggrieved Employee's individual PAGA Pay Periods, as listed in the Aggrieved Employee Data.

4.3.3. Tax Reporting of the LWDA PAGA Payment and Individual PAGA Payments. The Administrator shall not withhold any sum from the LWDA PAGA Payment or the Individual PAGA Payments and shall report the payments using IRS Form 1099. The LWDA shall assume full responsibility and liability for taxes owed on the LWDA PAGA Payment and Aggrieved Employees shall assume full responsibility and liability for taxes owed on the Individual PAGA Payments.

5. SETTLEMENT FUNDING AND PAYMENTS

5.1. Aggrieved Employee Pay Periods. Based on a review of its records at the time of mediation, Defendant estimated that there were 374 potential Aggrieved Employees who worked a total of approximately 8,639 PAGA Pay Periods.

5.2. Aggrieved Employee Data. Within 30 days of the Judgment Date, Defendant shall deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect the Aggrieved Employees' 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. 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.

5.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount by transmitting the funds to the Administrator, and the settlement account established by them, within 30 days of the Judgment Date.

5.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after (a) Defendant fully funds the Gross Settlement Amount, (b) occurrence of the Effective Date, and (c) notice of the Effective Date given to the Administrator by the Parties, or either Party, the Administrator shall issue all payments described in Paragraph 4 through 4.3.3 of this Agreement. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payment shall not precede disbursement of Individual PAGA Payments and/or the LWDA PAGA Payment.

5.4.1. 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 and not more than 200 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.

5.4.2. The Administrator shall conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address 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, as requested by an Aggrieved Employee prior to the void date.

5.4.3. 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 State Controller's Office to be held as Unclaimed Property in the Aggrieved Employee's name.

5.4.4. 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, supplemental regular rate calculations, bonuses, or the like) beyond those specified in this Agreement.

5.4.5. The payment of the Individual PAGA Payments and/or the LWDA PAGA Payment will be classified as penalties, interest, and in consideration for the corresponding released claims detailed herein.

6. RELEASES OF CLAIMS

6.1. Date for Enforcement of Releases. The releases described in this Agreement shall take effect upon the Judgment Date.

Plaintiff's Release. Plaintiff and Plaintiff's former or present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns ("Plaintiff's Releasors") generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred through the date of Plaintiff's execution of this Agreement ("Plaintiff's General Release"). Plaintiff and Plaintiff's Releasors expressly agrees to release and discharge Connected International Inc. and all Released Parties from all liabilities, causes of actions, charges, complaints, suits, claims, obligations, costs, losses, damages, liquidated damages, punitive damages, equitable relief, restitution, declaratory relief, interest, rights, judgments, attorneys' fees and costs, expenses, bonds, bills, penalties, fines, and all other legal responsibilities of any form whatsoever whether known or unknown, whether suspected or unsuspected, whether fixed or contingent, including but not limited to those arising from any acts or omissions occurring prior to the Effective Date of this Agreement by Connected International Inc. or any of the Released Parties, including those arising under any theory of law, whether common, contractual, constitutional, statutory or other of any jurisdiction, foreign or domestic, whether known or unknown, whether in law or in equity, which Plaintiff had or may claim to have against any of them by reason of any and all matters from the beginning of time to the present

including, but not limited to, those arising out of her past alleged employment with, compensation during, and/or separation from alleged employment with Connected International Inc.

Plaintiff and Plaintiff's Releasors specifically releases claims under all applicable federal, state, and local laws including, but not limited to, Title VII of the Civil Rights Act of 1964 as amended, the Fair Labor Standards Act, the Rehabilitation Act of 1973, the Family Medical Leave Act, the Plaintiff Retirement Income Security Act, the Consolidated Omnibus Reconciliation Act of 1986, the Equal Pay Act, the Americans with Disabilities Act, the California Fair Employment and Housing Act, the California Family Rights Act, the California Labor Code including, but not limited to, sections 200, et seq., 970, 1102.5, 6310, and 132a, applicable California Wage Order provisions, the California Government Code including, but not limited to, sections 12940 et seq. and 12945, Title 2 of the California Code of Regulations § 11039, the California Civil Code, the California Business and Professions Code including, but not limited to, sections 17200 et seq., the California Constitution, the Unites States Constitution, or any laws pertaining to wrongful termination in violation of public policy, defamation, breach of contract, contractual obligations generally, discrimination based upon race, sex, disability, or any other protected status, retaliation, harassment, failure to prevent discrimination, harassment, or retaliation, failure to provide a reasonable accommodation or engage in the interactive process, and wage and hour claims (including compensation for work, overtime, PTO, vacation, or any other form of compensation or reimbursement). In sum, this release shall apply to all possible claims whether arising in statute, regulation, common law, tort, contract, or any other body of law arising before the effective date of this agreement, whether known or unknown, pertaining to the alleged employment relationship between Plaintiff and Connected International Inc.

The parties intend that Plaintiff's release be construed as broadly as possible. The release excludes the release of claims not permitted by law. The parties warrant and represent that the releases resolve, pursuant to Labor Code sections 206 and 206.5, and applicable case law (including but not limited to *Chindarah v. Pick Up Stix, Inc.* (2009) 171 Cal.App.4th 796) a good faith dispute regarding any and all wages, if any, owed to Plaintiff through her last day of employment. This release is not intended to operate as, nor shall be construed as, a release or waiver of any rights and/or claims that cannot be released or waived, including worker's compensation benefits, as a matter of law.

Plaintiff understands and agrees that this Agreement shall act as a full and final release of all claims against Connected International Inc. and Released Parties that Plaintiff may have including, but not limited to, those arising out of and in connection with Plaintiff's alleged employment. Plaintiff expressly waives any rights or benefits available to them under any statutes or common law principles pertaining to this release or under Section 1542 of the Civil Code of the State of California, which provides as follows:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

With Plaintiff's execution of this Agreement, she acknowledges that she may discover facts or law different from, or in addition to, the facts or law that she now knows or believe to be true but agrees, nonetheless, that her shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

6.2. Release by Aggrieved Employees: As of the Judgment Date, the "Released Claims" are defined as all claims alleged in the Operative Complaint or filings with the LWDA, or which could have been alleged based on the facts, allegations, and legal theories raised in them, and which arose during PAGA Release Period, as applicable to the specific claim. Without limiting the foregoing, Released Claims shall include any and all claims for civil penalties or causes of action arising under and/or assertable under PAGA regarding unpaid wages, including but not limited to failure to pay minimum wages, straight time wages, overtime compensation, double time compensation, and interest; failure to timely pay regular and final wages; failure to provide compliant meal and rest periods; failure to pay premiums at all or at the correct rate for any violation of meal and rest periods; invalid meal period waivers or on-duty meal period agreements; failure to reimburse for necessary business expenditures; payment for all hours worked; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to keep accurate records; unfair business practices related thereto; and any and all related penalties, including recordkeeping penalties, wage statement penalties, minimum wage penalties, waiting time penalties, and other statutory or civil penalties associated with any of the foregoing ("Released Claims"). Further, such Released Claims shall include all violations that can provide standing for a PAGA claim as outlined at Labor Code Section 2699.5 (i.e. Labor Code Sections 201- 204c, 210, 218.5-218.6, 222, 226, 226.3, 226.7, 246, 510, 512, 558.1, 1174-1174.5, 1194, 1197.2, 1197.1, 1198, 2802, and the associated wage orders, and Labor Code Section 2698 et. seq. itself). The release excludes the release of claims not permitted by law.

6.3. Construction. The Parties intend that this release be construed as broadly as possible, in favor of releasing claims. However, "Released PAGA Claims" shall not be construed as releasing claims for matters not assertable under PAGA (except for Plaintiff's individual full release), and/or claims for unemployment insurance, disability, or workers' compensation insurance. All Aggrieved Employees shall be bound and shall have no right to opt out.

6.4. Release by PAGA Counsel: PAGA Counsel releases, on behalf of its present and former attorneys, employees, agents, successors and assigns, the Released Parties from all claims for attorneys' fees and costs incurred in connection with pursuing the Actions.

7. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

7.1. Plaintiff's Responsibilities. Plaintiff shall prepare and file an application or motion for approval of this Settlement. Plaintiff will prepare and deliver to Defense Counsel, a reasonable time prior to the hearing on the application or motion, all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (s)(1)-(4), including **(i)** a draft of the notice, memorandum in support, and declarations in support of the application or motion; **(ii)** a draft proposed Order Granting Approval of PAGA Settlement and a draft Judgment; **(iii)** 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; 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; **(iv)** 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)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)), to the extent separate from the materials described above; and, **(v)** all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

7.2. Responsibilities of PAGA Counsel. Plaintiff is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement and obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. Plaintiff is responsible for delivering the Court's Approval Order to the Administrator and the LWDA. The Parties are jointly responsible for notifying the Administrator of the Effective Date.

7.3. 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. However, no Party shall be obligated to consent to any material change (including but not limited to changes to the Gross Settlement Amount, the releases set forth herein, or the Administrator holding funds until the occurrence of the Effective Date) in the Agreement, whether or not such material change is caused or requested by the Court. A change to the PAGA Representative Service Payment or PAGA Counsel Fees Payment or PAGA Counsel Litigation Expenses Payment shall not constitute a "material change" for these purposes. The Parties shall have the continuing obligation to seek preliminary approval of the settlement consistent with the terms set forth herein, until the Judgment Date occurs. Such obligation shall only cease upon the written consent of all Parties.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties will jointly selected a qualified settlement administration company (as defined in paragraph 1.2.) to serve as the Administrator and will verify that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. 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.

8.2. 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. The Administrator shall ensure that the QSF earns market-rate interest as it is

funded by Defendant, through the Effective Date, and such interest shall be proportionally split amongst the Aggrieved Employees and the LWDA. If an Effective Date is not reached, then the GSA along with the interest shall be returned to Defendant.

8.3. 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.

9. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimated that, at the time of mediation, there were approximately 8,639 applicable PAGA Pay Periods during the period of May 1, 2022 through April 24, 2024. If the number of PAGA Pay Periods during the PAGA Period is greater than 15% above 8,639, then the GSA shall be increased proportionately for each pay period above the 15% buffer, but only to the extend Defendant does not choose a date earlier than the date of approval as the end of the PAGA Release Period to avoid any pro rata increase. If the Pro Rata Increase Threshold is triggered, Defendant shall have the exclusive right to choose an earlier date as the end of the PAGA Release Period to avoid triggering any pro rata increase altogether or, alternatively, a date that simply reduces the increase.

10. CONTINUING JURISDICTION OF THE COURT

10.1. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, 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.

10.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, 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. Notwithstanding the foregoing, the Parties agree that, in the event the Effective Date is not achieved, the Judgment will be vacated and the Parties shall return to their respective positions in the litigation.

11. ADDITIONAL PROVISIONS

11.1. 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.

11.2. 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 the mediator, Scott Radovich, for non-binding mediation, with each Plaintiff and Defendant splitting all mediation fees equally.

11.3. 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.

11.4. 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.

11.5. 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.

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

11.7. 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.

11.8. 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.

11.9. Confidentiality and No Publicity. Plaintiff and their counsel will keep the operative complaint(s), PAGA letter, and this settlement confidential through approval. Thereafter, Plaintiff and their counsel will further agree to keep this settlement, operative complaint(s), and the PAGA letter confidential, including without limitation no disclosures to current or former employees of the Released Parties, to the media, or on any websites, blogs, social media, and/or online platforms. Exceptions to the obligation of confidentiality in this section are: (i) disclosures necessary to comply with the law, judicial process, or for financial planning or tax preparation purposes; (ii) to obtain, seek, and maintain approval of this settlement in court, and (iii) if any party seeks to enforce any term or condition of this Agreement against any other party. Nothing herein shall prevent Plaintiff's counsel from disclosing this settlement for purposes of describing their qualifications as counsel in other cases or as required by a court, nor shall any terms herein preclude PAGA Counsel from communicating with and fulfilling its obligations to Aggrieved Employees.

11.10. 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 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. Not later than ninety (90) days after the Administrator discharges its obligation to pay out 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 destructions, of Aggrieved Employee Data.

11.11. 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.

11.12. 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.

11.13. 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:

WILSHIRE LAW FIRM, PLC
Arrash T. Fattahi
arrash.fattahi@wilshirelawfirm.com
Arman A. Salehi
arman.salehi@wilshirelawfirm.com
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017

To Defendant:

Sagaser, Watkins & Wieland P.C.
Ian B. Wieland
ian@sw2law.com
Justin G. Donner
justin@sw2law.com
5260 N. Palm Ave., Ste. 400
Fresno, CA 93704

11.14. Execution in Counterparts. This Agreement may be executed in one or more counterparts and/or electronically (i.e. DocuSign or Adobe). 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.

APPROVAL AND EXECUTION BY PARTIES

PLAINTIFF:

Dated: 6/4/2026

DocuSigned by:
B85067212F06495...

Monique Perry
Plaintiff and Private Attorney General

DEFENDANT:

Dated: _____

Connected International Inc.

_____

By: _____

Title: _____

APPROVED AS TO FORM AND AS TO THE CONTENT OF SECTIONS 11.9 AND 11.10

PAGA COUNSEL:

Dated: 6/4/2026

Wilshire Law Firm, PLC

Arrash T. Fattahi
Arman A. Salehi
Attorneys for Plaintiff

APPROVED AS TO FORM

DEFENSE COUNSEL:

Dated: _____

Sagaser, Watkins & Wieland PC

_____

Ian B. Wieland
Justin G. Donner
Attorneys for Defendant

[EXHIBIT A ON NEXT PAGE]

APPROVAL AND EXECUTION BY PARTIES

PLAINTIFF:

Dated: _____

_____
Monique Perry
Plaintiff and Private Attorney General

DEFENDANT:

Dated: Jun 25, 2026

Connected International Inc.

Josephine Rossi
Josephine Rossi (Jun 25, 2026 10:44:16 PDT)

By: Josephine Rossi

Title: CFO

APPROVED AS TO FORM AND AS TO THE CONTENT OF SECTIONS 11.9 AND 11.10

PAGA COUNSEL:

Dated: _____

Wilshire Law Firm, PLC

_____
Arrash T. Fattahi
Arman A. Salehi
Attorneys for Plaintiff

APPROVED AS TO FORM

DEFENSE COUNSEL:

Dated: June 11, 2026

Sagaser, Watkins & Wieland PC

_____
Ian B. Wieland
Justin G. Donner
Attorneys for Defendant

[EXHIBIT A ON NEXT PAGE]

EX A
TEMPLATE LETTER TO ACCOMPANY INDIVIDUAL PAGA PAYMENTS

[Add Date]

[Name]
[Address]
[City, State Zip Code]

Re: ***Monique Perry v. Connected International Inc***
San Joaquin County Superior Court Case No. STK-CV-UOE-2023-0006849

Dear [Name]:

As the Settlement Administrator in the above-referenced case (the "Case"), we write to inform you that you are entitled to a payment pursuant to the settlement of the Case. Your settlement check, which is enclosed with the appropriate IRS Form, is for your portion of a settlement of the Case where Monique Perry ("Plaintiff") sought civil penalties on behalf of the state of California through the Private Attorney General Act ("PAGA").

A settlement agreement ("Agreement") was reached in the Case with Connected International Inc. The Case did not go to trial, and the Court has not found that Plaintiff's claims have any merit. On [add date], the Agreement was approved by the San Joaquin County Superior Court. The settlement resolves claims for civil penalties during the period of May 1, 2022, through [add final date]. Your payment is based on the total number of pay periods you worked for Defendant in California during the PAGA period. You worked a total number of _____ pay periods during this time and your individual settlement payment is $_____. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the cancelled check will be transmitted to the California State Controller's Unclaimed Property Fund in your name.

If you have any questions regarding your settlement payment, changes of name, changes of address, etc., please contact [name of third-party administrator] at [address], or [phone number].

Very truly yours,

Exhibit C

Wilshire Law Firm, PLC

Transaction Detail by Account

All Transactions

10/29/2026

Accrual Basis

Type	Date	Num	Memo	Amount	Balance
COS					
Mediation Fees					
	4/25/2024	127242784-1	Mediation Fee	3,000.00	3,000.00
Total MEDIATION FEES				3,000.00	3,000.00
Expert Fees					
	5/8/2024	11693	Expert Fees	3,750.00	3,750.00
Total EXPERT FEES				3,750.00	3,750.00
Legal Expenses					
	4/4/2023	848097210	Legal Research	25.75	25.75
	4/4/2023	848097210	Legal Research	63.38	63.38
	5/1/2023		PAGA Fee	75.00	75.00
	4/22/2024	INV107191-01-01	Legal Research	1,825.00	1,825.00
	10/13/2025	INV144838-01	Legal Research	292.50	292.50
Total LEGAL EXPENSES				2,281.63	2,281.63
Process Service Fees					
	7/5/2023	61576	Attorney Services	563.50	563.50
	9/11/2023	64302	Attorney Services	135.00	135.00
	6/14/2024	77191	Attorney Services	135.00	135.00
	12/2/2024	84814	Attorney Services	135.00	135.00
	2/6/2025	87484	Attorney Services	135.00	135.00
	3/9/2026	VAL16982	Attorney Services	140.00	140.00
Total PROCESS SERVICE FEES				1,243.50	1,243.50
Other Costs					
	10/10/2025	9-024-12935	Postage Cost	35.59	35.59
Total OTHER COSTS				35.59	35.59
TOTAL				**10,310.72**	**10,310.72**

Exhibit D

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: Perry v. Connected International

Thursday, April 2, 2026

Requesting Attorney:
Arman A. Salehi, Esq.
Wilshire Law Firm, PLC
arman.salehi@wilshirelawfirm.com
213.381.9988

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	400
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	No
NCOA	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	$1,705.00
Distribution (Includes EIN, Bank Acct * /QSF Setup):	$3,075.00
Case Conclusion:	$570.00
Estimated ILYM Fees & Expenses:	**$5,350.00**

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: Perry v. Connected International

Thursday, April 2, 2026

Requesting Attorney's Name: Arman A. Salehi, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - *Import and Formatting of Data**	Hourly	$150.00	2	$300.00
Project Manager (Case notification and maintenance)	Hourly	$120.00	3	$360.00
Certified Spanish Translation	Flat Fee	$750.00	1	$750.00
NCOA	Flat Rate	$125.00	1	$125.00
Toll-Free Customer Service Representative	Flat Rate	$170.00	1	$170.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ $150.00 per hour.*

Subtotal **$1,705.00**

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	$150.00	1	$150.00
Account Reconciliation & Distribution Reporting	Hourly	$125.00	1	$125.00
Notice, Check, Stub & Release - (including 1099)	Per Check	$1.50	400	$600.00
USPS First Class 1oz Postage	Per Piece	$0.74	400	$296.00
Remails (Forward/Skip Trace Undeliverables)	Per Piece	$2.00	52	$104.00
Preparation of Taxes	Hourly	$150.00	2	$300.00
Annual Filing of Tax Return	Per Year	$1,500.00	1	$1,500.00

**Additional Bank fees may apply*

Subtotal **$3,075.00**

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	$100.00	1	$100.00
Process Unclaimed Funds	Flat Fee	$350.00	1	$350.00
Declaration	Hourly	$120.00	1	$120.00

Subtotal **$570.00**

Estimated ILYM Fees & Expenses: **$5,350.00**

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Clients instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

Exhibit E

From: DIR PAGA Unit
To: Rebeca Ramos
Subject: Thank you for your Court Complaint Submission.
Date: Wednesday, November 8, 2023 11:55:56 AM

11/08/2023 11:55:19 AM

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

Item submitted: Court Complaint
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 F

Ashley Narinyans

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Thursday, October 29, 2026 3:50 PM
To: Ashley Narinyans
Subject: Thank you for your Other Response or Document Submission

10/29/2026 03:49:29 PM

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

Item submitted: Other Response or Document Submission If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:
https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cashley.narinyans%40wilshirelawfirm.com%7C6b0c83ad9ee04183e3b508df360eea41%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639289109823688934%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=3jVL91YeNA388WJSJBA0fLoHgGKenWOdCyevwiRt9Dg%3D&reserved=0