PAGA SETTLEMENT AGREEMENT

This Labor Code Private Attorneys General Act ("PAGA") Settlement Agreement ("Settlement") is made by and between the State of California acting through its agents, Plaintiffs Angie Phan and Cassandra Kavathas, ("Plaintiffs") and Defendant TFC Partners, Inc., d/b/a NFC Amenity Management ("NFC"). The Settlement refers to Plaintiffs and NFC collectively as the "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means Plaintiffs' PAGA lawsuit alleging wage and hour violations against NFC captioned *Phan, et al., v. TFC Partners, Inc., d/b/a NFC Amenity Management* (Alameda County Superior Court, Case No. 23CV056741), initiated on December 15, 2023, pending in the Alameda County Superior Court.

1.2. "Administrator" means Apex Class Action, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Costs" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse for its reasonable fees and expenses, not to exceed the total of the Administrator's quote of $6,000.00 (Six Thousand Dollars and Zero Cents).

1.4. "Aggrieved Employee" means all of NFC's current and former non-exempt employees who worked as front desk and concierge employees for NFC in California during the PAGA Period.

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

1.6. "Court" means the Superior Court of the State of California, County of Alameda.

1.7. "Defense Counsel" means Jackson Lewis P.C., including Shannon Nakabayashi and Liam Gaarder-Feingold.

1.8. "Effective Date" shall mean the date the Court issues its Order approving this Settlement and entered Judgment thereon, if no objections or appeals are filed. If there are objections to the Settlement, "Effective Date" means the date when the later of the following events occurs: (a) the period for filing any appeal, writ, or other appellate proceeding opposing the settlement approval has elapsed without any appeal, writ, or other appellate proceeding having been filed; (b) any appeal, writ, or other appellate proceeding opposing the settlement approval has been dismissed finally and conclusively with no right by any appellant or objector to pursue further remedies or relief; or (c) any appeal, writ, or other appellate proceeding has upheld the settlement approval with no right by any appellant or objector to pursue further remedies or relief. The occurrence of the Effective Date is a prerequisite to any obligation of Defendant to pay the Gross Settlement Amount and for any release to become valid and enforceable.

1.9. "Gross Settlement Amount" ("GSA") means $257,163.00 (Two Hundred Fifty-Seven Thousand One Hundred Sixty-Three Dollars and Zero Cents) which is the total amount

NFC agrees to pay under the Settlement. The Gross Settlement Amount will include the following payments: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Costs.

1.10. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Qualified Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.11. "Judgment" means the Court adopting and approving the terms of this settlement agreement, entering the Final Order, and retaining jurisdiction over the enforcement, implementation, construction, administration, and interpretation of this settlement agreement.

1.12. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.13. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i) less PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Costs.

1.14. "PAGA" means the Labor Code Private Attorneys General Act of 2004 (Labor Code section 2698. et seq.).

1.15. "PAGA Counsel" means Graham Hollis, APC, including Vilmarie Cordero and Taylor M. Gee the attorneys representing the Plaintiffs in the Action.

1.16. "PAGA Counsel Fees Payment" means the amount allocated to PAGA Counsel as payment for attorney's fees.

1.17. "PAGA Counsel Litigation Expenses Payment" means the amounts allocated to PAGA Counsel for reimbursement of its reasonable expenses incurred in the Action.

1.18. "PAGA Explanatory Letter" means the letter the Administrator will send to the Aggrieved Employees along with the Individual PAGA Payment explaining the claims released in the Action, a copy of which is attached herein as **Exhibit A**.

1.19. "PAGA Notice" means Plaintiffs' September 6, 2023 and May 20, 2024 LWDA letters to NFC and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.20. "PAGA Period" means the period from October 11, 2022 to (1) the Court's approval of this Settlement, or (2) the date on which the pay periods are no more than 12,299, or (3) July 1, 2025, whichever date is later, subject to Section 3.1.1 .

1.21. "Plaintiffs" mean Angie Phan and Cassandra Kavathas, the named plaintiffs in the Action.

1.22. "Qualifying Pay Period" means any payroll period in which an Aggrieved Employee actively worked (was not on vacation or leave of absence) at least one shift during the payroll period during the PAGA Period.

1.23. "Released PAGA Claims" means the claims being released by the Aggrieved Employees as described in Section 5 below.

1.24. "Released Parties" means NFC, any potential joint employer, and any and all of NFC's affiliated companies and its respective parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors, employees, or other person acting on NFC's behalf) predecessors, successors, and assigns..

2. PROCEDURAL HISTORY.

2.1. On December 15, 2023, Plaintiff Phan commenced this Action by filing a Complaint alleging causes of action against NFC for representative claims under PAGA on behalf of the State of California for violations suffered by all non-exempt employees of NFC.

2.2. On February 8, 2024, Defendant filed an Answer to the Complaint. NFC 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.

2.3. On August 14, 2024, Plaintiffs filed their First Amended Complaint ("FAC") to include Plaintiff Kavathas. The FAC is the operative Complaint in the Action (the "Operative Complaint.")

2.4. On September 13, 2024, Defendant filed an Answer to the FAC denying the allegations alleged and any and all liability for the causes of action alleged.

2.5. On May 21, 2025, the Parties participated in an all-day mediation presided over by Mediator Michael J. Loeb that led to this Settlement. The Parties' intent at mediation and in this settlement agreement is to resolve all PAGA claims that were or could have been brought against NFC, so that this settlement agreement covers all potential PAGA claims described herein.

2.6. Prior to mediation, Plaintiffs obtained, through informal discovery, Plaintiffs' wage statements, Plaintiffs' personnel files, Defendant's written policies, and time and payroll records for all Aggrieved Employees.

2.7. The Parties informed the Court of their agreement to settle on June 2, 2025.

2.8. Based on its records, NFC estimates that, as of December 2024, (1) there are 436 Aggrieved Employees who worked 11,181 Pay Periods during the PAGA Period.

3. MONETARY TERMS.

3.1. <u>Gross Settlement Amount</u>. Except as otherwise provided by this Settlement, NFC promises to pay $257,163.00 (Two Hundred Fifty-Seven Thousand One Hundred Sixty-Three Dollars and Zero Cents) and no more as the Gross Settlement Amount. The GSA shall be all-in with no reversion to NFC. Of the Gross Settlement Amount, 25% ($64,290.75) shall be allocated to the Individual PAGA Payments, and 75% ($192,872.25 less deductions discussed in Section 3.2) shall be allocated to the LWDA PAGA Payment.

3.1.1. **Escalator Clause**. NFC represents, based on a good faith and informed estimate and available documentation, that there are no more than 11,181 Qualifying Pay Periods during the PAGA Period. In the event the number of Qualifying Pay Periods worked by the Aggrieved Employees during the PAGA Period increases by more than 10%, (i.e., 12,299.10), NFC, at its sole discretion, will either: (a) pay the pro rata percentage increase in excess of 10% of the Gross Settlement Amount to include the additional pay periods (e.g., a 11% increase in pay periods would result in a 1% increase in the GSA); or (b) reduce the PAGA Period to the date that 11,181 pay periods were met, but not exceeded.

3.2. Deductions to the LWDA PAGA Payment. The Administrator will make and deduct the following payments from the LWDA PAGA Payment:

3.2.1. **PAGA Counsel Attorney's Fees:** The Administrator will pay PAGA Counsel Fees Payment of 1/3 of the GSA, currently estimated to be $85,721.00 (Eighty-Five Thousand Seven Hundred Twenty-One Dollars and Zero Cents) from the LWDA PAGA Payment.

3.2.2. **PAGA Counsel Litigation Expenses Payment:** Defendant will not oppose PAGA Counsel's requests for reimbursement of actually incurred litigation costs. 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.

3.2.3. **The Administrator's Costs:** The Administrator's Cost will not exceed $6,000.00 (Six Thousand Dollars and Zero Cents) except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less or the Court approves payment less than $6,000, the remainder will be allocated to the LWDA PAGA Payment.

3.3. The Administrator will allocate the remainder of the 75% of the GSA to the LWDA PAGA Payment.

3.4. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds NFC harmless, and indemnifies NFC, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.5. Individual PAGA Payments. The Administrator will allocate 25% of the GSA to the payment of the Individual PAGA Payments, as follows:

3.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($64,290.75) by the total number of Qualifying Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Qualifying Pay Periods.

3.5.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms, if required under the law, for all amounts paid as penalties. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT ADMINISTRATION

4.1. Settlement Administrator. The Parties agree that Apex Class Action, LLC will manage the administration of this Settlement. The Parties have verified that Apex Class Action, LLC, as a condition of appointment, agrees to be bound by this Settlement and to perform, as a fiduciary, all duties specified in this Settlement in exchange for payment of the Administration Costs. The Parties and their Counsels represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.

4.2. Aggrieved Employee Data. Within fifteen (15) calendar days of service on NFC's counsel of record of the Court's Order of Judgment in connection with approval of this settlement and the date the Administrator provides secure file transfer instructions to NFC and its Counsel (whichever is later), NFC will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Settlement. NFC has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which NFC must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. NFC shall fully fund the Gross Settlement Amount by transmitting fifty percent (50%) of the funds to the Administrator no later than thirty (30) calendar days after service on NFC's Counsel of Record of the Court's Order of Judgment in connection with approval of this settlement, and transmitting the remaining fifty (50%) of the Gross Settlement Amount no later than three hundred and sixty-five (365) after the Court's Order of Judgment in connection with approval of this settlement.

4.4. 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.

4.5. Aggrieved Employee Totals. The Administrator shall have the final authority in calculating the total of the Qualified Pay Periods worked by the Aggrieved Employees during the PAGA Period.

4.5.1. If the total of Qualified Pay Periods exceeds by 10% the estimated amounts, the Administrator shall notify the Parties within 10 calendar days of receipt of the Aggrieved Employee Data. NFC shall have ten (10) business days to decide whether to cap the PAGA Period or to make any additional settlement payments in accordance with the Escalator Clause in this Settlement.

4.5.2. Within 10 calendar days of receipt of the Aggrieved Employee Data, the Administrator will circulate to the Parties' counsel a spreadsheet containing the Individual PAGA Payments to each Aggrieved Employee and the data used to calculate said payments. The Aggrieved Employees, except for the Plaintiffs, shall be identified by their employee id number or last four of their social security number, and whichever method is by the Administrator to identify the Aggrieved Employees. The Settlement Administrator shall obtain approval of the calculations from the Parties.

4.6. Payment of the LWDA PAGA Payment. Within 14 calendar days after obtaining approval from the Parties of the Individual PAGA Payments calculation, the Administrator will pay the Administration Costs, the PAGA Counsel's Fees Payment, PAGA Counsel Litigation Expenses Payment, and the LWDA PAGA Payment.

4.7. Mailing of Individual PAGA Payments. Within 14 calendar days after obtaining approval from the Parties of the Individual PAGA Payments calculation, the Administrator will issue checks for the Individual PAGA Payments and mail the PAGA Explanatory Letter (attached hereto as Exhibit A) along with the Individual PAGA Payments to all Aggrieved Employees by first-class U.S. mail. Prior to mailing, the Settlement Administrator shall perform a National Change of Address (NCOA) search and an Accurint®, (or substantially similar) in-depth skip trace to obtain the best possible address for the Aggrieved Employee.

4.7.1. The face of each Individual PAGA Payment check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date.

4.7.2. The envelope containing the Individual PAGA Payment shall bear the following phrase in bold type, in the bottom left-hand corner: **IMPORTANT- NFC SETTLEMENT INFORMATION. PLEASE OPEN IMMEDIATELY**.

4.8. Undeliverable checks. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, or as requested by the Aggrieved Employee prior to the void date.

4.8.1. If an Individual PAGA Payment is returned as undeliverable with a forwarding address provided by the United States Postal Service before the void date, the Administrator will promptly resend the Explanatory Letter and Individual PAGA Payment to that forwarding address. If any Individual PAGA Payment is returned from any mailing and/or re-mailed, the Administrator will note for its own records and notify the Parties' Counsel of the date of such re-mailings as part of a weekly status report provided to the Parties.

4.8.2. If an Individual PAGA Payment is returned as undeliverable without a forwarding address from its first mailing, the Administrator shall undertake all reasonable efforts to locate a current address, including performing an Experian (or substantially similar) in-depth skip trace or mass search on LexisNexis databases based on set criteria. If the Administrator obtains a more current address, the Settlement Administrator shall resend the Explanatory Letter and the Individual PAGA Payment to that address. No further action by the Settlement Administrator shall be required regarding undeliverable Class Notices.

4.9. Uncashed Funds. Any moneys remaining after all Individual PAGA Payments are made resulting from any returned or uncashed checks shall be sent to the California State Controller's Office in the name of the Aggrieved Employee.

4.10. Accounting. The Settlement Administrator will provide an accounting under oath to PAGA Counsel and Defense Counsel of the amounts paid from the Settlement prior to any final accounting hearing set by the Court, or in case no such hearing is required, no later than nine (9) months after the Individual PAGA Payments have been disbursed, or 60 (days) from the settlement checks void date, whichever is later.

5. RELEASES OF CLAIMS.

5.1. Release by Aggrieved Employees. Upon the Effective Date, subject to the Court's continuing jurisdiction to monitor compliance by NFC with settlement terms, Plaintiffs, the State of California, and all Aggrieved Employees will release the Released Parties from any and all civil penalties claims that were alleged, or that reasonably could have been alleged, based on the facts alleged in the Complaint and/or the PAGA Notices, including, but not limited to, any claims for civil penalties arising from Defendant's alleged violations of the California Labor Code, *et seq.* for, inter alia, failure to provide compliant meal periods and/or timely pay premiums; failure to provide rest periods and/or timely pay premiums; failure to timely pay all wages, including but not limited to minimum, regular, and overtime wages (including based on allegations of pre-shift/post-shift/meal period off-the-clock work claims; rounding; auto deducted time; and regular rate of pay issues); failure to provide separate rest period compensation for nonproductive work; failure to provide accurate itemized wage statements; failure to reimburse for business expenses; and failure to pay all wages due during and upon separation of employment, and including but not limited to PAGA claims predicated on or that could have been predicated on alleged violations of Cal. Lab. Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.6, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and the provisions within the governing Wage Order.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

6.1. At least five (5) calendar days prior to filing, Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA

Settlement; (ii) a signed declaration from the Administrator attaching its quote for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel 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 Settlement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 60 days after the full execution of this Settlement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's approval order to the Administrator.

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

7. CONTINUING JURISDICTION OF THE COURT.

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

8. ADDITIONAL PROVISIONS.

8.1. No Admission of Liability. This Settlement represents a compromise of highly disputed claims. Nothing in this Settlement is intended or should be construed as an admission by NFC that any of the allegations in the Operative Complaint have merit or that NFC has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that NFC's defenses in the Action have merit. If, for any reason the Court does not approve this Settlement, NFC reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest NFC's defenses. The Settlement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement).

8.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Settlement, together with its attached Exhibit A, shall constitute the entire agreement between the Parties, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

8.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that Plaintiffs and NFC authorize them, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of the Settlement, including any amendments.

8.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying it, 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 that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

8.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

8.6. Modification of Agreement. This Settlement, 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.

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

8.8. Applicable Law. All terms and conditions of this Settlement and its Exhibit A will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

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

8.10. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code section1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by NFC in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from NFC unless, prior to the Administrator's payment of all Settlement Funds, NFC makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

8.11. Headings. The descriptive heading of any section or paragraph of this Settlement is inserted for convenience of reference only and does not constitute a part of this Settlement.

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

8.13. Notice. All notices, demands or other communications between the Parties in connection with this Settlement 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 Plaintiffs:

GRAHAM**HOLLIS**, APC
Vilmarie Cordero,
vcordero@grahamhollis.com
Taylor M. Gee
tgee@grahamhollis.com
3555 Fifth Avenue,
San Diego, CA 92103
Telephone: (619) 692-0800

To Defendant:

JACKSON LEWIS P.C.
Shannon Nakabayashi, Esq.
shannon.nakabayashi@jacksonlewis.com
Liam N. Gaarder-Feingold, Esq.
Liam.Gaarderfeingold@jacksonlewis.com
50 California Street, 9th Floor
San Francisco, California 94111-4615
Telephone: (415) 394-9400

8.14. Execution in Counterparts. This Settlement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Settlement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Settlement.

Dated: 9/16/2025

Signed by:
Angie Phan
923178307CC44EB...

Angie Phan

Dated: 9/16/2025

Signed by:
E931371C8ADB410...

Cassandra Kavathas

Dated: 9/16/2025

Vilmarie Cordero

GrahamHollis APC
Vilmarie Cordero
Taylor M. Gee
Attorneys for Plaintiffs Angie Phan and Cassandra Kavathas

Dated: 9/16/2025

Kristin Badalamenti

Name: Kristin Badalamenti
Title: In-House Counsel
Authorized Representative of TFC Partners, Inc., d/b/a NFC Amenity Management

Dated: 9/17/2025

Shannon Nakabayashi

JACKSON LEWIS P.C.
Shannon Nakabayashi
Liam N. Gaarder-Feingold

EXHIBIT A

Dear [NAME]:

The enclosed check is your proportional share of the settlement payment in the California Private Attorneys General Act ("PAGA") lawsuit titled *Phan v. TFC Partners, Inc., d/b/a NFC Amenity Management,* Alameda County Superior Court, Case No. 23CV056741. The lawsuit alleged various violations of the California Labor Code, including unpaid minimum and overtime wages; meal and rest period violations; unreimbursed expenses; and other related claims. Based on those allegations, the lawsuit sought civil penalties pursuant to the PAGA law. You are receiving this check because you worked for TFC Partners, Inc., d/b/a NFC Amenity Management (referred to herein together as "NFC") within the state of California at some point between June 19, 2019, and [approval date].

It is important to note that the Court has not ruled on the merits of the claims or defenses, and the court has not ruled in favor of any of the parties. Further, NFC denies all claims and allegations in the lawsuit and maintains that it did nothing wrong and that it complied with the law at all times. However, recognizing the risks and costs of maintaining the lawsuit, both parties mutually agreed to resolve and settle their disputes, and the Court has approved the settlement and release of the PAGA claims.

This settlement releases claims for civil penalties under the PAGA, but does not release other certain claims. Enclosed you will also find an IRS Form 1099 for 100% of this payment, which represents civil penalties only. Please cash or deposit the check on or before its printed void date. Checks will not be re-issued after the void date.

If you have any questions about this payment, contact Apex Class Action, the Settlement Administrator at (000) 000-0000. Please note that we cannot provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.

Regards,