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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

DARYOUSH NEJATI, an individual, on
behalf of himself; JOEL CALIMLIM, an
individual, on behalf of himself, and on behalf
of all persons similarly situated,

Plaintiff,

vs.

I.P.S. GROUP, INC., a corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 37-2023-00053220-CU-OE-CTL

**DECLARATION OF KATIE TRAN ON
BEHALF OF APEX SETTLEMENT
ADMINISTRATORS IN SUPPORT OF
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: March 20, 2026

Time: 9:00 a.m.

Judge: Hon. Michael D. Washington

Dept.: 73

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1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to serve as the Settlement Administrator for the above-captioned *Nejati v. I.P.S. Group, Inc.*, matter. On behalf of both Apex and myself, I possess the authority to issue this declaration. I am personally acquainted with the information contained herein, and in the event of being summoned to provide testimony, I am fully capable and willing to provide competent testimony regarding these facts.

3. Apex was engaged by the Parties' Counsel and subsequently approved and appointed by the Court to provide notification services and claims administration, pursuant to the terms of the Settlement Agreement, in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled following the granting of Final Approval of the Settlement, include:

- (a) printing and mailing the Court-Approved Class Notice (referred to as "Class Notice");
- (b) receiving and processing requests for exclusion;
- (c) resolving disputes among Class Members regarding the number of workweeks recorded by Defendant during the Class Period, as stated on their individualized Class Notice;
- (d) calculating individual settlement award amounts;
- (e) processing and mailing settlement award checks;
- (f) handling tax withholdings as required by the Settlement and the law;
- (g) preparing, issuing and filing tax returns and other applicable tax forms;
- (h) managing the distribution of any unclaimed funds pursuant to the terms of the

Settlement; and (i) undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

4. On September 25, 2025, Counsel for the Plaintiff provided Apex with the Court-approved content for the Class Notice. Apex then generated a draft of the formatted Class Notice, which received approval from the Parties' Counsel before being mailed.

5. On October 13, 2025, Counsel for the Defendant provided Apex with the class data file, comprising the names, social security numbers, last known mailing addresses, and total number of relevant workweeks and Pay Periods worked by each Class Member, (hereinafter referred to as "Class Data"). The Class Data was successfully uploaded to our database, where it underwent a thorough review to identify any duplicates or potential inconsistencies. The Class Data consisted of a total of 202 individuals.

6. In preparation for the mailing process, all 202 names and addresses listed in the Class Data underwent verification and updating against the National Change of Address (NCOA) database maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the accuracy and validity of the Class Members' mailing addresses before sending out the Class Notice. The NCOA database contains records of requested address changes submitted to the USPS. If an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice. However, in cases where no updated address was found in the NCOA database, the original address provided by Counsel for Defendants was used for the mailing of the Class Notice.

7. On October 17, 2025, the Class Notice was sent to all 202 individuals listed in the Class Data using U.S First Class Mail. A copy of the mailed Class Notice is attached hereto as **Exhibit A**.

8. As of the date of this declaration, our office has received 15 returned Class Notices as undeliverable. Apex conducted a computerized skip trace on the 15 returned Class Notices in order to acquire 15 updated addresses for the purpose of re-mailing the Class Notices. This skip trace effort resulted in obtaining 12 updated addresses, to which we promptly re-mailed the Class Notice via U.S First Class Mail.

1 9. As of the date of this declaration, there have been 12 Class Notices re-mailed as a result
2 of Apex's skip-tracing efforts.

3 10. As of the date of this declaration, 3 Class Notices have been considered undeliverable as
4 no updated address was found despite conducting skip tracing.

5 11. As of the date of this declaration, Apex has not received any requests for exclusion. The
6 deadline for submitting a request for exclusion from the Settlement was December 16, 2025.

7 12. As of the date of this declaration, Apex has not received any objections to the Settlement.
8 The deadline for submitting a written objection to the Settlement was December 16, 2025.

9 13. As of the date of this declaration, Apex has not received any disputes from Class
10 Members. The deadline for submitting a dispute was December 16, 2025.

11 14. As of the date of this declaration, Apex reports 202 Participating Class Members,
12 constituting 100% of the total 202 Class Members.

13 15. The total number of workweeks worked by Participating Class Members during the Class
14 Period is 24,000. The Net Settlement Amount available to Participating Class Members is
15 estimated to be \$352,816.67 and was calculated by subtracting the requested Class Counsel Fees
16 (\$212,033.33), the amount requested for Class Counsel Litigation Expenses Payment
17 (\$21,000.00), the requested Class Representative Service Payments totaling 30,000.00, the
18 requested Settlement Administration Costs (\$5,250.00), and the PAGA Penalties totaling
19 \$15,000.00 (\$11,250.00 to the LWDA and \$3,750.00 to Aggrieved Employees) from the Gross
20 Settlement Amount (\$636,100.00).

21 16. Pursuant to the Agreement, \$3,750.00 (25% of the PAGA Penalties of \$15,000.00) will
22 be allocated to Aggrieved Employees as the "PAGA Amount" regardless of whether they opt out
23 of the class settlement. Aggrieved Employees cannot opt out of the PAGA settlement. There are
24 121 Aggrieved Employees who worked a total of 5,312 PAGA Pay Periods during the PAGA
25 Period. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$43.06,
26 the *average* individual PAGA share is approximately \$30.99, and the *lowest* individual PAGA
27 share is approximately \$1.41.
28

17. Pursuant to the Agreement, the remainder of the Net Settlement Amount (\$352,816.67) will be allocated as the Class Payment. There are 202 Participating Class Members who worked a total of 24,000 Class Weeks during the Class Period. Each Eligible Workweek has been valued at \$14.70. The *highest* Individual Class Payment to a Participating Class Member is currently estimated to be approximately \$4,013.29, the *average* Individual Class Payment is currently estimated to be approximately \$1,746.62, and the *lowest* Individual Class Payment is currently estimated to be approximately \$14.70. These amounts are subject to employee-side tax and withholdings.

18. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred and anticipated expenses, amount to \$5,250.00. Apex will proceed with additional tasks related to this matter, such as calculating settlement award payments, issuing and mailing settlement award checks, handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed upon by the Parties or ordered by the Court for Apex to undertake.

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, and that this Declaration was executed this 24th day of February 2026, in Irvine, California.


Katie Tran

Exhibit A

Nejati v. I.P.S. Group, Inc.
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR FINAL COURT APPROVAL

Nejati v. I.P.S. Group, Inc., Superior Court of the State of California,
County of San Diego, Case No. 37-2023-00053220-CU-OE-CTL

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant I.P.S. Group, Inc. ("Defendant") for alleged wage and hour violations. The Action is brought by Plaintiffs Daryoush Nejati and Joel Calimlim ("Plaintiffs") and seeks payment of (1) wages and other relief for a Class of all individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California at any time during the Class Period (December 8, 2019 through April 29, 2025) ("Class Members"), and (2) penalties under the California Private Attorney General Act ("PAGA") for all individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California at any time during the PAGA Period (October 24, 2022 through April 29, 2025) ("Aggrieved Employees"). While Defendant disputes Plaintiffs' claims in the Action and denies all liability, in order to resolve the Action, the Parties have reached a proposed Settlement.

The proposed Settlement includes the following: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring the payment of PAGA Penalties to be allocated to the California Labor and Workforce Development Agency ("LWDA") and to Aggrieved Employees.

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ _____ (less withholding) and your share of the PAGA Penalties ("Individual PAGA Payment") is estimated to be \$ _____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked _____ Workweeks during the Class Period and you worked _____ PAGA Pay Periods**. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment (if any). As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims (if any) against Defendant as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is December 16, 2025	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Class Settlement for an Individual Class Payment and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a Request for Exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by December 16, 2025	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on January 30, 2026 at 9:00 a.m., at the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92101, in Department 73 before Judge Joel R. Wohlfeil. This hearing may change as explained below in Section 9. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods Written Challenges Must be Submitted by December 16, 2025	The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked during the PAGA Period, respectively. The number of Workweeks during the Class Period and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by December 16, 2025. See Section 5 of this Notice.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of San Diego (the "Court"), has been reached between Plaintiffs and Defendant and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the Class, which is defined as:

All individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California at any time during the Class Period (December 8, 2019 through April 29, 2025).

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written Class Action and PAGA Settlement Agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and its defenses, and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

2. What is this class action lawsuit about?

On December 8, 2023, plaintiff Daryoush Nejati filed a Complaint against Defendant in the Superior Court of the State of California, County of San Diego (“Class Action”). The Class Action asserted class claims for unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to provide wages when due, and failure to pay sick wages. On February 1, 2024, Plaintiff Daryoush Nejati filed a Representative Action Complaint alleging a single cause of action against Defendant for recovery of civil penalties for violation of Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”) in the Superior Court of the State of California, County of San Diego (“PAGA Action”).

On June 6, 2025, Plaintiffs filed a First Amended Complaint in the Class Action which added plaintiff Joel Calimlim as a party and added causes of action for failure to pay waiting time penalties in violation of California Labor Code §§ 201-204, and for civil penalties for violation of PAGA. This First Amended Complaint in the PAGA Action is referred to as the “Operative Complaint”.

Defendant denies that it has done anything wrong and disputes all the claims in the Action. For example, Defendant contends that Plaintiffs and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiffs or any Class Members any wages allegedly due during employment and at the time of their termination; that Defendant complied with California wage statement and record requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties sought or that could have been sought in the Operative Complaint; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on September 12, 2025. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiffs’ claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Actions now on the terms summarized in this Notice. The Settlement was reached after mediation and arm’s-length negotiations between the Parties. The Plaintiffs and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly denies all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Six Hundred Thirty-Six Thousand One Hundred Dollars and Zero Cents (\$636,100.00) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Participating Class Members, the Administration Expenses Payment, the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties payment for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay payroll taxes within fourteen (14) days of the Effective Date. The Effective Date is the date the Judgment is entered, unless there are objections or an appeal, in which case the Effective Date is the date the Judgment is final and no longer subject to appeal. The Administrator will mail checks for all settlement payments within fourteen (14) days of the funding of the settlement by Defendant.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$6,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing Request for Exclusions, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$212,033.33, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$21,000. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- **Class Representative Service Payments.** Class Representative Service Payments in an amount not more than \$15,000 each to the two named Plaintiffs as service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Actions, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- **PAGA Penalties.** A payment of \$15,000 relating to Plaintiffs’ claim under PAGA, 75% (\$11,250) of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining 25% (\$3,750) will be distributed to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$3,750) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. The PAGA Period is October 24, 2022 through April 29, 2025.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$352,066.67. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks worked as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Thirty-Three Percent (33%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Sixty-Seven Percent (67%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged claims for non-wages, expense reimbursement, interest and penalties due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion and any Individual PAGA Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment are conditioned upon the Court entering an order granting final approval of the Settlement and entering a Judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks sent to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties have selected Voices for Children – San Diego as the Cy Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint that occurred during the Class Period for unpaid wages (including premiums) or other compensation allegedly owed, or for damages, penalties, restitution, interest, liquidated damages, attorneys' fees, or costs, or any other recovery including under the California Labor Code and corresponding provisions of Wage Orders, for: (1) Unfair Competition pursuant to Cal. Bus. & Prof. Code §§ 17200, et seq.; (2) Failure to Pay Minimum Wage; (3) Failure to Pay Overtime; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Breaks; (6) Failure to Provide Compliant Wage Statements; (7) Failure to Reimburse Business Expenses; (8) Failure to Pay Wages When Due; (9) waiting time penalties; (10) Failure to Pay Sick Pay Wages; including all claims and/or penalties brought under or pursuant to Labor Code §§ 201-204, 210, 218, 221, 226, 226.7, 227.3, 233, 246 et seq, 510, 512, 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5 (A)-(B), and the IWC Wage Orders ("Class Released Claims"). It is the intent of the Parties that the judgment entered by the Court upon final approval of the Settlement shall have res judicata effect and be final and binding upon Plaintiff and all Class Members who have not expressly opted out of the settlement. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and/or the PAGA Notice including Labor Code §§ 201-204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5 (A)-(B), California Code of Regulations, Title 8 Section 1 1070 (14) (Failure to Provide Seating), and the IWC

Wage Orders, that accrued at any time between October 24, 2022 to the April 29, 2025. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

Released Parties. Released Parties are defined as: Defendant and each of its former and present directors, officers, shareholders, employees, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

5. How much will my payment be?

Defendant's records reflect that you worked _____ Workweeks during the Class Period (December 8, 2019 through April 29, 2025).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is \$ _____.

Defendant's records reflect that you worked _____ PAGA Pay Periods during the during the PAGA Period (October 24, 2022 through April 29, 2025). Based on this information your estimated Individual PAGA Payment is \$ _____.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is December 16, 2025. You may also fax the dispute to (949) 989-4428 or email the dispute to claims@apexclassaction.com by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: Apex Class Action, LLC, PO Box 54668, Irvine, CA 92619 1-800-355-0700.

The Court will hold a Final Approval Hearing on January 30, 2026 at 9:00 a.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately a month after the hearing. If there are objections or appeals, resolving them can take time and delay the settlement, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out of the class portion of the settlement, you must submit to the Administrator a written, signed and dated request for exclusion ("opt-out") postmarked no later than the Response Deadline which is December 16, 2025. You may also fax your request to opt out to (949) 989-4428 or email to claims@apexclassaction.com by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Nejati v. I.P.S. Group, Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address, and telephone number or email address. Please include the name and number of the case, which is *Nejati v. I.P.S. Group, Inc.*, Case No. 37-2023-00053220-CU-OE-CTL. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is Apex Class Action, LLC, PO Box 54668, Irvine, CA 92619. Written requests for exclusion that are postmarked after December 16, 2025, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. At least sixteen (16) court days before the Final Approval Hearing, scheduled for January 30, 2026. Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Nejati v. I.P.S. Group* or on the Court's website via the Register of Actions page for the California Superior Court for the County of San Diego (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2023-00053220.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval, or the attorneys' fees, litigation expenses and service payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator is December 16, 2025.** You may also fax the dispute to (949) 989-4428 or email to claims@apexclassaction.com. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Nejati v. I.P.S. Group, Inc.*, Case No. 37-2023-00053220-CU-OE-CTL, and include your name, current address, telephone number, email address, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

ADMINISTRATOR:

Name of Company: Apex Class Action, LLC
Email Address: claims@apexclassaction.com
Mailing Address: PO Box 54668, Irvine, CA 92619
Telephone Number: 1-800-355-0700
Fax Number: (949) 989-4428

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. If you do wish to appear at the hearing, check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.sdcourt.ca.gov/virtualhearings>. You may also have the option to appear at the hearing by audio or video. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik DeBlouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANT:

Noah J. Woods
501 W. Broadway, Ste. 900
San Diego, CA 92101

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at 9:00 a.m. (Pacific Standard Time) on January 30, 2026 in Department 73 of the Superior Court of California, County of San Diego, located at 330 West Broadway, San Diego, California 92101, before Judge Joel R. Wohlfeil. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.sdcourt.ca.gov/virtualhearings>.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Nejati v. I.P.S. Group*. In addition, hearing dates are posted on the Internet via the Register of Actions page for the California Superior Court for the County of San Diego (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2023-00053220.

10. How Can I Get More Information?

You may call the Administrator at 1-800-355-0700 or write to *Nejati v. I.P.S. Group* Administrator, c/o Apex Class Action, LLC, PO Box 54668, Irvine, CA 92619.

This Class Notice summarizes the proposed settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Judgment, the motion for final approval and for attorneys' fees and costs or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Nejati v. I.P.S. Group*, where these documents will be posted as they become available. You may also get more details by examining the Court's file on the Internet via the Register of Actions for the San Diego County Superior Court (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2023-00053220. If you wish to view the Court files in person, you must go to the Clerk's Office at the Hall of Justice, 330 West Broadway, San Diego, CA 92101.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail To Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b).
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.