PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is entered into by and between Ulysses Najarro ("Plaintiff"), on behalf of himself and the allegedly aggrieved employees, on the one hand, and Frontier Communications of America ("Frontier"), ADEX Telecom, and ADEX Corporation (ADEX Telecom and ADEX Corporation are collectively, "ADEX") (Frontier and ADEX are collectively, "Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendants, captioned *Ulysses Najarro v. Frontier Communications of America, et al.,* initiated on January 24, 2024, and pending in Superior Court of the State of California, County of Los Angeles, Case No. 24STCV01967.

1.2. "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses, not to exceed $6,000.00, unless otherwise approved by the Court.

1.4. "Aggrieved Employee" means all past and present non-exempt, hourly-paid employees who worked for Defendants in California during the PAGA Period.

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

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Approval Order" means the Court's order granting approval of this Settlement.

1.8. "Attorneys' Fees" and "Litigation Costs" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.9. "Court" means the Superior Court of the State of California, County of Los Angeles.

1.10. "Defense Counsel" means LightGabler LLP.

1.11. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters Judgment on its Approval Order and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

1.12. "Gross Settlement Amount" means $290,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 4.5 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, Attorneys' Fees, Litigation Costs, and the Administration Expenses Payment.

1.13. "Individual PAGA Payments" means each Aggrieved Employee's pro rata share of the Net Settlement Amount calculated according to the number of PAGA Pay Periods the Aggrieved Employee worked.

1.14. "Judgment" means the judgment entered by the Court upon granting approval of the Settlement.

1.15. "LWDA" means the California Labor and Workforce Development Agency.

1.16. "LWDA PAGA Payment" means the allocation of seventy-five percent (75%) of the PAGA Penalties, to be paid to the LWDA, pursuant to Labor Code section 2699, subdivision (i).

1.17. "Net Settlement Amount" means the Gross Settlement Amount less the following payments, in the amounts approved by the Court: the LWDA PAGA Payment, Attorneys' Fees, Litigation Costs, and Administration Expenses Payment. The Net Settlement Amount is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.18. "Operative Complaint" means the First Amended Class and Representative Action Complaint filed in the Action on April 5, 2024,

1.19. "PAGA" means the California Labor Code Private Attorneys' General Act of 2004, codified at Labor Code sections 2698, et seq.

1.20. "PAGA Counsel" means Moon Law Group, P.C.

1.21. "PAGA Notice" collectively means Plaintiff's January 21, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a), and Plaintiff's amended notice letters to Defendants and the LWDA dated February 22, 2024 and April 4, 2025, respectively.

1.22. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.23. "PAGA Penalties" means the portion of the Gross Settlement Amount (after excluding Attorneys' Fees, Litigation Costs, and the Administration Expenses Payment) that represents the total amount of PAGA civil penalties to be paid under the Settlement, 75% of which will be paid to the LWDA and 25% of which will be paid to the Aggrieved Employees, in settlement of PAGA claims.

1.24. "PAGA Period" means the period from January 24, 2023, through the date the Court grants approval of the Settlement.

1.25. "Released Parties" means ADEX Corporation and ADEX Telecom and all joint employers and staffing companies, including but not limited to, ADEX Corp, Inc., Frontier California Inc., Citizens Telecom Services Company LLC, Frontier Communications Parent, Inc., Frontier Communications of America, Inc., CEOHR, Inc., High Wire Networks Inc., and the respective officers, directors, shareholders, members, agents, assigns, attorneys, insurers, independent contractors, employees, predecessors, successors, parents, subsidiaries, affiliates, related entities or other representatives of any kind of each of the foregoing entities, and related parties that have been or could have been asserted in the Operative Complaint in the Action.

1.26. "Settlement" means the disposition of Action effected by this Agreement, the Approval Order and the Judgment.

2. RECITALS

2.1. On January 24, 2024, Plaintiff commenced the Action by filing a Class Action Complaint alleging causes of action against Defendants for: (1) failure to pay minimum wages, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to authorize and permit rest breaks, (5) failure to indemnify necessary business expenses, (6) failure to timely pay final wages at termination, (7) failure to provide accurate itemized wage statements, and (8) unfair business practices. On April 5, 2024, Plaintiff filed the Operative Complaint, which alleged an additional cause of action for Civil Penalties under PAGA.

2.2. Pursuant to Labor Code section 2699.3, subdivision (a), on January 21, 2024, February 22, 2024 and April 4, 2025, respectively, Plaintiff submitted the PAGA Notice to the LWDA and to Defendants, setting forth the alleged Labor Code violations.

2.3. On December 20, 2024, the Court granted Defendants' Motion to Compel Arbitration as to Plaintiff's individual claims and struck the class claims. Accordingly, the only remaining cause of action in the Action is the PAGA claim.

2.4. Defendants deny the allegations in the PAGA Notice and the Operative Complaint, deny any failure to comply with the laws identified in in the PAGA Notice and the Operative Complaint and deny any and all liability for the causes of action alleged.

2.5. On September 26, 2025, the Parties attended mediation facilitated by an experienced class and PAGA action mediator, Steve Rottman, Esq., which led to this Agreement to settle the Action.

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

3. MONETARY TERMS.

3.1. **Gross Settlement Amount.** Except as otherwise provided by Paragraph 4.5 below, ADEX agrees to pay $290,000.00 and no more as the Gross Settlement Amount. ADEX has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requesting Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants. The Administrator shall not disburse any funds from the Gross Settlement Amount until the Administrator has provided PAGA Counsel and Defense Counsel with a proposed payment schedule and has obtained approval of that payment schedule from both PAGA Counsel and Defense Counsel.

3.2. Net Settlement Amount. Upon approval from PAGA Counsel and Defense Counsel of the proposed payment schedule, the Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1. To PAGA Counsel: Attorneys' Fees of not more than one-third of the Gross Settlement Amount, which is currently estimated to be $96,666.67, and Litigation Costs of not more than $25,000.00. Defendants will not oppose Plaintiff's request for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file a Motion for Approval of the Settlement ("Approval Motion") that includes a request for payment of Attorneys' Fees and Litigation Costs to PAGA Counsel. If the Court approves Attorneys' Fees and Litigation Costs less than the amounts requested, the Administrator will allocate the remainder to PAGA Penalties. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's counsel arising from any claim to any portion of any Attorneys' Fees and Litigation Costs. The Administrator will pay the Attorneys' Fees and Litigation Costs using one or more IRS 1099 Forms.

PAGA Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fees Payment and the Litigation Costs Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administration Expenses Payment not to exceed $6,000.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than $6,000.00, the Administrator will retain the remainder in PAGA Penalties.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (i.e., the Net Settlement Amount) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's respective PAGA Pay Periods. Aggrieved Employees will be notified of the number of PAGA Pay Periods allocated to them by a letter accompanying their Individual PAGA Payment checks, substantially in the form attached hereto as **Exhibit A**, subject to Court approval. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Total PAGA Pay Periods. Based on a review of their records at the time of mediation on September 26, 2025, Defendants estimate there are approximately 85 Aggrieved Employees who collectively worked a total of 7,000 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Not later than fourteen (14) days after the Court enters the Approval Order, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet(s). To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of 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. Defendants have a continuing duty to immediately: (a) notify the Administrator if they discover the Aggrieved Employee Data omitted an Aggrieved Employee, and (b) provide corrected/updated Aggrieved Employee Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts as needed, in good faith, to reconstruct or otherwise resolve any issues related to omitted data.

4.3. Funding of Gross Settlement Amount. ADEX shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator on the later of: (1) no later than fourteen (14) days after the Effective Date, or (2) June 26, 2026.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after ADEX fully funds the Gross Settlement Amount, and after obtaining approval from PAGA Counsel and Defense Counsel of the Administrator's proposed payment schedule, the Administrator will mail checks for the Individual PAGA Payments, LWDA PAGA Payment, Administration Expenses Payment, and PAGA Counsel Attorneys' Fees and Litigation Costs. Disbursement of the Attorneys' Fees and Litigation Costs shall not precede disbursement of the Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding addresses. 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, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

4.5. Escalator Clause. ADEX represents that there are approximately 7,000 pay periods Aggrieved Employees worked during the PAGA Period. If the total number of PAGA Pay Periods increases by more than 10% of the original estimate of 7,000 (*i.e.*, the total number of PAGA Pay Periods exceeds 7,700), then the Gross Settlement Amount shall increase proportionately for the amount exceeding the 10% threshold (*i.e.* meaning if the total number of PAGA Pay Periods increases by 11%, the Gross Settlement Amount will increase by 1%). In the alternative, Defendants may elect to shorten the PAGA Period such that the total number of PAGA Pay Periods does not exceed 7,700, but must make this election before any deadline to file the Approval Motion, so that a fixed PAGA Period is identified in the Approval Motion.

5. RELEASE. The following release will become effective upon the date ADEX fully funds the Gross Settlement Amount following the Court's entry of Approval Order and Judgment:

5.1. Release by Aggrieved Employees: Aggrieved Employees release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, liabilities, and causes of action for PAGA penalties arising out of or relating to the employment of Plaintiff or the Aggrieved Employees during the PAGA Period that were alleged in the Operative Complaint and/or the January 21, 2024 PAGA Notice, February 22, 2024 PAGA Notice and April 4, 2025 PAGA Notice submitted to the LWDA (collectively PAGA Notice as defined above) or that reasonably could have been alleged based on the PAGA Period facts stated in the Operative Complaint and/or in the PAGA Notice, including all PAGA claims seeking civil penalties premised upon the alleged failure to: pay all wages (including minimum wage and overtime wages), provide compliant meal breaks, provide compliant rest breaks, indemnify necessary business expenses, timely pay wages during employment, timely furnish accurate itemized wage statements, to pay wages twice per month, maintain accurate records, and pay all wages including accrued vacation due at separation from employment ("Released Claims").

5.2. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for Attorneys' Fees and Litigation Costs incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION FOR APPROVAL OF SETTLEMENT.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subd. (s)(2), including a draft proposed Approval Order and Judgment, prior to filing the Approval Motion.

6.2. Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Approval Motion no later than 60 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the Approval Motion and appearing in Court to advocate in favor of the Approval 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 Approval Motion and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together, in good faith, to resolve the disagreement. If the Court does not grant the Approval Motion 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 conferring via email, meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected the Administrator and verified 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 Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

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

8.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys' Fees and Litigation Costs, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9. **ADDITIONAL PROVISIONS.**

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

9.2. Confidentiality. Plaintiff and PAGA Counsel agree that they have not and will not publish or disclose the terms of the Settlement prior to seeking Court's approval. Despite this provision, PAGA Counsel can discuss the Settlement with Plaintiff, the Aggrieved Employees, and in any filings with the Court as necessary to carry out their professional obligations as counsel.

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

9.4. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

9.5. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Steve Rottman, Esq., another mediator and/or the Court for resolution.

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

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

9.8. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

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

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

9.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Administrator provides a declaration confirming the final pay out of all Settlement funds, and the Court discharges the Administrator's obligation, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee_Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

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

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

9.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

MOON LAW GROUP, PC
Kane Moon, Esq.
Allen Feghali, Esq.
Julie S. Oh, Esq.
725 S. Figueroa, 31st Floor
Los Angeles, CA 90017
kmoon@moonlawgroup.com
afeghali@moonlawgroup.com
joh@moonlawgroup.com

To Defendants:

LightGabler LLP
Jonathan Fraser Light, Esq.
Chandra A. Beaton, Esq.
Kathleen M. Fellows, Esq.
760 Paseo Camarillo, Suite 300
Camarillo, CA 93010
jlight@lightgablerlaw.com
cbeaton@lightgablerlaw.com
kfellows@lightgablerlaw.com

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

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

Dated: February 17, 2026

By: DocuSigned by:
853315668245423

Plaintiff Ulysses Najarro

Dated: February 17, 2026

By: ______________________________

Defendant Frontier Communications of America

Name: ______________________________

Title: ______________________________

To Plaintiff:

MOON LAW GROUP, PC
Kane Moon, Esq.
Allen Feghali, Esq.
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To Defendants:

LightGabler LLP
Jonathan Fraser Light, Esq.
Chandra A. Beaton, Esq.
Kathleen M. Fellows, Esq.
760 Paseo Camarillo, Suite 300
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jlight@lightgablerlaw.com
cbeaton@lightgablerlaw.com
kfellows@lightgablerlaw.com

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

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Dated: February 17, 2026 By: ______________________
Plaintiff Ulysses Najarro

Dated: February 17, 2026 By: ______________________
Defendant Frontier Communications of America

Name: Mirna Villegas
Title: VP, Assoc. General Counsel

Dated: February 17, 2026 By: ______________________

Defendant ADEX Telecom

Name: Lawrence Sands

Title: President

Dated: February 17, 2026 By: ______________________

Defendant ADEX Corporation

Name: Lawrence Sands

Title: President

Approved as to form by:

MOON LAW GROUP, PC

Dated: February 19, 2026 By: ______________________

Kane Moon
Allen Feghali
Julie S. Oh
Attorneys for Plaintiff

LIGHTGABLER LLP

Dated: February 17, 2026 By: Katy Fellows ______________________

Jonathan Fraser Light, Esq.
Chandra A. Beaton, Esq.
Kathleen M. Fellows, Esq.
Attorneys for Defendants