

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Leah Pauli (“Plaintiff Pauli”), Plaintiff Ernesto Aguirre (“Plaintiff Aguirre”) (collectively “Plaintiffs”), Defendant Afton Properties, Inc. and Defendant StaffPay, LLC (collectively, “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or each individually named party in the below-described lawsuits, inclusive of Plaintiff Pauli, Plaintiff Aguirre, Afton Properties, Inc., and/or StaffPay, LLC as “Party.”

1. DEFINITIONS.

- 1.1. “Actions” mean Plaintiff Pauli’s and Plaintiff Aguirre’s PAGA lawsuits alleging wage and hour violations against Defendants captioned *Pauli v. Afton Properties, Inc., et al.*, Case No. CIVSB2411749, initiated on April 8, 2024 and pending in Superior Court of the State of California, County of San Bernardino and *Aguirre v. Afton Properties, Inc., et al.*, Case No. CIVSB2412177, initiated on April 11, 2024 and pending in Superior Court of the State of California, County of San Bernardino.
- 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 in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendants as a non-exempt employee 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 or dates of employment.
- 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 Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of San Bernardino.
- 1.9. “Defense Counsel” means (1) Jiaying Chen, Alexander Spellman, and Dina Glucksman of Gordon Rees Scully Mansukhani, LLP for Defendant Afton Properties, Inc. and (2) Todd

Scherwin and Joel Moon of Fisher & Philips LLP for Defendant StaffPay, LLC

- 1.10. “Effective Date” means the date the Court enters a Judgment on its Approval Order.
- 1.11. “Gross Settlement Amount” means \$300,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, Individual Settlement for Plaintiffs, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.12. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. “Individual Settlement for Plaintiffs” means payment to each Plaintiff in the amount of \$10,000.00 each, totaling \$20,000.00, in exchange for the general release of wage claims below in paragraph 5.1 and 5.1.1.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Individual Settlement for Plaintiffs, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount will be used to pay the PAGA Penalties.
- 1.18. “PAGA Counsel” means (1) Samuel Wong, Kashif, Haque, Jessica Campbell, of Aegis Law Firm, PC, the attorneys representing the Plaintiff Pauli in the Actions and (2) William Sung, Tiffany Luu, and Joseph Ramli of Justice for Workers, PC, the attorneys representing Plaintiff Aguirre in the Actions.
- 1.19. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.20. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

- 1.21. “PAGA Period” means the period from March 18, 2023 to June 13, 2025, subject to the Effective Date of the settlement and elections made pursuant to the escalator clause in Paragraph 8, *infra*.
- 1.22. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.23. “PAGA Notice” means Plaintiff Pauli’s April 8, 2024, letter to Defendants and the LWDA and Plaintiff Aguirre’s April 11, 2024, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.24. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.25. “Plaintiffs” mean Plaintiff Leah Pauli and Plaintiff Ernesto Aguirre, the named plaintiffs in the Actions.
- 1.26. “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5 below.
- 1.27. “Released Parties” mean Defendants and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.29. “Defendants” means Defendant Afton Properties, Inc and Defendant StaffPay, LLC, the named defendants in the Actions.

2. RECITALS.

- 2.1. On April 8, 2024, Plaintiff Pauli commenced her action by filing a Complaint alleging causes of action against Defendant Afton Properties, Inc. for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to permit rest breaks, failure to reimburse business expenses, failure to provide accurate itemized wage statements, failure to pay all wages due upon separation of employment, and violation of Business and Professions Code Sections 17200, *et seq.* On July 9, 2024, Plaintiff Pauli filed a First Amended Complaint adding a cause of action under the Private Attorneys General Act of 2004. Thereafter, Plaintiff Pauli dismissed all class claims after the Parties and their Counsel reviewed an arbitration agreement applicable to Plaintiff Pauli and the Pauli lawsuit.
- 2.2. On April 11, 2024, Plaintiff Aguirre commenced her action by filing a Class Action Complaint alleging causes of action for (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage

Statement Penalties; (6) Waiting Time Penalties; (7) Failure to Reimburse Necessary Business Expenses; and (8) Unfair Competition. On May 22, 2024, Plaintiff Aguirre filed a First Amended Complaint adding a cause of action for Civil Penalties under the PAGA. Thereafter, Plaintiff Aguirre dismissed his class action all class claims after the Parties and their Counsel reviewed an arbitration agreement applicable to Plaintiff Aguirre and the Aguirre lawsuit.

- 2.3. Defendants deny all allegations in the Actions, deny any failure to comply with the laws identified in in the Actions and deny any and all liability for the causes of action alleged in the Actions.
- 2.4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.5. On May 8, 2025, the Parties participated in an all-day mediation presided over by Jill Sperber, Esq. which led to this Agreement to settle the Action.
- 2.6. Prior to mediation Plaintiffs obtained, through informal discovery, policies, time records, pay records, and Plaintiffs' personnel files.
- 2.7. 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 8 below, Defendants promise to pay \$300,000.00 and no more as the Gross Settlement Amount. Defendants have 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 requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount which is currently estimated to be \$100,000.00 and PAGA Counsel Litigation Expenses Payment of not more than \$35,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a

PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. 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 Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.2. To Plaintiff: An Individual Settlement for Plaintiffs in the amount of \$10,000.00 each, totaling \$20,000.00, in exchange for the general release of wage claims below in paragraph 5.1 and 5.1.1, in addition to any Individual PAGA Payment Plaintiffs are entitled to receive as an Aggrieved Employee.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$4,450.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$4,450.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. 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.
 - 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - 3.2.4.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are approximately two-hundred seven (207) Aggrieved Employees who worked an approximate total six-thousand, seven-hundred, eighty-nine (6,789) PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within 15 days of the Approval Order, Defendants 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 Agreement. Defendants 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 Defendants 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. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Individual Settlement for Plaintiff, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and the PAGA Counsel Fees Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment and PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 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 the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully funds the entire Gross Settlement Amount, Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

- 5.1 Plaintiff's Release. Plaintiffs and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims that were, or reasonably could have been, alleged, based on the facts contained in the Actions and the PAGA Notices, but not limited to California Labor Code §§ 98.6, 201, 201.3, 202, 203, 204, 210, 216, 223, 225.5, 226, 226.3, 226(a), 226.7, 227.3, 232, 232.5, 233, 234, 245, 246, 247, 247.5, 248, 248.2, 248.5, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1527, 2800, 2802, 2810.5, 3366, 3457, 6401, 6402, 6403 and 8397.4, IWC Wage Order 5, § 3-4, 7, 9, 11-12 and 14, C.C.R., Title 8, section 11050(3), (4), (7), (9), (11)-(12), (14), or under any other similar IWC Wage Order and such Wage Order's subsection as that additional Wage Order may apply to the released Plaintiffs, for transactions or occurrences that occurred during the PAGA Period ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- 5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

- 5.2 Release by Aggrieved Employees:

All Aggrieved Employees 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 all claims for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Actions and the PAGA Notices.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

Plaintiffs will prepare and file an application or motion for approval of this Settlement.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings, if any, 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. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on their records, Defendants estimate that there are approximately 207 Aggrieved Employees who worked 6,789 Pay Periods during the PAGA Period. If the number of PAGA Pay Periods exceeds 6,789 by more than 10% (*i.e.* 7,468 pay periods), the Gross Settlement Amount will increase pro rata per at a 1% rate.. Alternatively, Defendants, in their sole discretion, retain the right to elect to adjust the ending date of the PAGA period so that no more than 7,468 pay periods are released and no additional funds are paid under this Agreement.

9. 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 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law pursuant to California Code of Civil Procedure section 664.6.

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

10. ADDITIONAL PROVISIONS.

- 10.1 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 has 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 reserves 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).
- 10.2 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.
- 10.3 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.
- 10.4 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 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 a

mediator and/or the Court for resolution.

- 10.5 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.
- 10.6 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.
- 10.7 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.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 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.
- 10.10 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.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 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.
- 10.13 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.
- 10.14 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 Plaintiffs:

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AEGIS LAW FIRM, PC
SAMUEL A. WONG
KASHIF HAQUE
JESSICA L. CAMPBELL
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: Jcampbell@aegislawfirm.com

JUSTICE FOR WORKERS, P.C.

William C. Sung
E-Mail: william@justiceforworkers.com
Tiffany L. Luu
E-Mail: tluu@justiceforworkers.com
3600 Wilshire Boulevard, Suite 1815
Los Angeles, CA 90010
Tel: 323-922-2000
Fax: 323-922-2000

To Defendants:

Dina Glucksman
dglucksman@grsm.com
Alexander Spellman
aspellman@grsm.com
Jiaying Chen
neochen@grsm.com
GORDON REES SCULLY MANSUKHANI, LLP
633 West Fifth Street, 52nd Floor
Los Angeles, California 90071

Todd Scherwin
tscherwin@fisherphillips.com
Joel Moon
jmoon@fisherphillips.com
FISHER & PHILLIPS LLP
444 S. Flower Street, Ste. 1500,
Los Angeles, California 90071

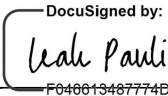
10.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument 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.

10.16 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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

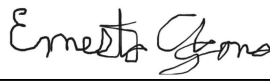
Agreed to by the Parties:

Dated: 11/22/2025 | 2:20 PM PST

By:  DocuSigned by:
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PLAINTIFF LEAH PAULI

Dated: 11 / 03 / 2025

By: 

PLAINTIFF ERNESTO AGUIRRE

Dated: _____

By: _____

DEFENDANT AFTON PRORTIES,
INC.

Dated: _____

By: _____

DEFENDANT STAFFPAY, LLC

Agreed As to Form Only:

AEGIS LAW FIRM, PC

Dated: 11/21/2025

By: 

Kashif Haque
Jessica Campbell
Attorneys for Plaintiff Pauli

LAWYERS FOR JUSTICE, PC

Dated: _____



William Sung
Joseph Ramli
Tiffany L. Luu

Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Agreed to by the Parties:

Dated: _____

By: _____

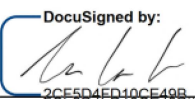
PLAINTIFF LEAH PAULI

Dated: 11 / 03 / 2025

By: Ernesto Aguirre

PLAINTIFF ERNESTO AGUIRRE

Dated: November 25, 2025

By: 

DEFENDANT AFTON PRORTIES,
INC. Reuven Gradon President

Dated: _____

By: _____

DEFENDANT STAFFPAY, LLC

Agreed As to Form Only:

AEGIS LAW FIRM, PC

Dated: 11/21/2025

By: Jessica Campbell
Kashif Haque
Jessica Campbell
Attorneys for Plaintiff Pauli

LAWYERS FOR JUSTICE, PC

Dated: _____


William Sung
Joseph Ramli
Tiffany L. Luu

Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Agreed to by the Parties:

Dated: _____

By: _____

PLAINTIFF LEAH PAULI

Dated: 11 / 03 / 2025

By: *Ernesto Aguirre*

PLAINTIFF ERNESTO AGUIRRE

Dated: _____

By: _____

DEFENDANT AFTON PRORTIES,
INC.

Dated: 11/24/2025

By: *Cheryl Schmidt*

DEFENDANT STAFFPAY, LLC

Agreed As to Form Only:

AEGIS LAW FIRM, PC

Dated: 11/21/2025

By: *Jessica Campbell*

Kashif Haque
Jessica Campbell
Attorneys for Plaintiff Pauli

LAWYERS FOR JUSTICE, PC

Dated: _____

William Sung

William Sung
Joseph Ramli
Tiffany L. Luu

GORDON REES SCULLY
MANSUKHANI LLP

Dated: December 1, 2025

By:



Jiaying Chen
Alexander Spellman
Dina Glucksman
Attorneys for Defendant Afton
Properties, Inc.

FISHER & PHILLIPS LLP

Dated: _____

By:

Todd Scherwin
Joel Moon
Attorneys for Defendant StaffPay,
LLC

GORDON REES SCULLY
MANSUKHANI LLP

Dated: _____

By: _____

Jiaying Chen
Alexander Spellman
Dina Glucksman
Attorneys for Defendant Afton
Properties, Inc.

FISHER & PHILLIPS LLP

Dated: 11/24/2025

By: _____


Todd Scherwin
Joel Moon
Attorneys for Defendant StaffPay,
LLC