SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS ARISING UNDER PAGA

John Fraize v. RJ Enterprises, Inc., et al.

RECITALS

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff John Fraize ("Plaintiff") and defendants RJ Enterprises, Inc., a California Corporation, and Ranveer Johal, an individual (referred to collectively as "Defendants" or "RJ"). Plaintiff and RJ are collectively referred to as the "Parties."

Plaintiff was formerly employed by RJ Enterprises, Inc., a California Corporation, which is operated and owned by Ranveer Johal.

RJ Enterprises, Inc. subsequently terminated Plaintiff's employment.

Following the termination of Plaintiff's employment, Plaintiff timely submitted a written PAGA Notice pursuant to Labor Code section 2699.3, subdivision (a), to Defendants and the Labor and Workforce Development Agency ("LWDA") on June 24, 2024.

Plaintiff filed the Action on August 29, 2024, pursuant to the Private Attorneys General Act ("PAGA"), along with non-PAGA claims pertaining to the termination of his employment.

Defendants denied and continue to deny any wrongdoing or liability under PAGA or any other theory of liability.

On November 17, 2025, the Parties participated in an all-day private mediation with Laurie Quigley Saldaña. The Parties selected Ms. Saldaña because she is an experienced mediator and was formerly an employment law practitioner for approximately eighteen years, representing both plaintiffs and defendants.

Prior to mediation, Plaintiff obtained, through formal discovery, wage statements, work schedules, clock-in and clock-out reports, Defendants' policies, and other information pertaining to the Aggrieved Employees' compensation, rest breaks, and meal breaks. Plaintiff also obtained, through informal negotiation, evidence of Defendants' financial condition, including Profit and Loss Statements for years 2023 and 2024.

During mediation, following good faith negotiation, the Parties each agreed to accept a Mediator's Proposal that Ms. Saldaña created. This Agreement is intended to memorialize the terms of that Mediator's Proposal with respect to those PAGA claims, as well as the Parties' intention to work cooperatively to submit the settlement to the Court for approval.

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 this Agreement.

1. DEFINITIONS

1.1 Action

"Action" means the PAGA lawsuit filed by Plaintiff in the Superior Court of the State of California for the County of Fresno, captioned: *John Fraize v. RJ Enterprises, Inc., et al*, Case No. 24CECG03781, filed on August 29, 2024.

1.2 Administrator

"Administrator" means a neutral third party settlement administrator selected to perform all tasks necessary to implement this PAGA Settlement upon Court Approval, including receiving Aggrieved Employee data; conducting address updates; issuing PAGA Notices; calculating and distributing Individual PAGA Payments; issuing payments to the LWDA; handling undeliverable or uncashed checks; preparing required reports; and performing any additional duties customarily undertaken by a PAGA settlement administrator.

1.3 Administration Expenses Payment

The Administrator will be compensated from the Gross Settlement Amount for administration services, subject to Court approval. Should the Court limit the amount payable to the Administrator from the Gross Settlement Amount, then Plaintiff shall bear any expenses owed to the Administrator that are not otherwise paid from the Gross Settlement Amount.

1.4 Aggrieved Employee

A person employed by Defendants in California as a non-exempt employee during the PAGA Pay Period.

1.5 Aggrieved Employee Data

"Aggrieved Employee Data" means Employee identifying information including full legal name, telephone number, email address, last known mailing address, Social Security Number or Tax Identification Number, and PAGA Pay Periods.

1.6 Aggrieved Employee Address Search

Administrator's address tracing efforts using NCOA or other standard search tools.

1.7 Court

Superior Court of the State of California, County of Fresno.

1.8 Defense Counsel or Counsel for Defendant

"Defense Counsel" or "Counsel for Defendant" refers to McCormick Barstow LLP, 7647 North Fresno Street, Fresno, CA 93720, including Laura A. Wolfe, Esq.

1.9 Effective Date

The date when the Court enters Judgment approving the PAGA Settlement.

1.10 Gross Settlement Amount

The total Gross Settlement Amount is $15,000, as agreed in the mediator's proposal.

1.11 Individual PAGA Payment

Each Aggrieved Employee's pro rata share of 35% of the PAGA Penalties, allocated by the number of PAGA Pay Periods worked.

1.12 Judgment

The judgment entered by the Court after final approval.

1.13 LWDA

The California Labor and Workforce Development Agency.

1.14 LWDA PAGA Payment

65% of the PAGA Penalties.

1.15 Net Settlement Amount

The Gross Settlement Amount minus Administration Expenses Payment.

1.16 PAGA Counsel

Greenberg Gross LLP.

1.17 PAGA Counsel Fees and Litigation Expenses

PAGA Counsel will not seek attorney's fees or litigation expenses in connection with the PAGA claims.

1.18 PAGA Pay Period

Any pay period during which an Aggrieved Employee worked at least one day for Defendants during the PAGA Period.

1.19 PAGA Period

"PAGA Period" means the period beginning on June 24, 2023 and ending on November 17, 2025.

This period was calculated as follows: Plaintiff submitted a PAGA Notice to the LWDA on June 24, 2024; PAGA penalties are subject to a one year limitations period under Code of Civil Procedure section 340, subdivision (a); and the limitations period is tolled for the sixty five day LWDA review period required by Labor Code section 2699.3, subdivision (a)(2)(A). Counting one year back from the PAGA Notice date, the PAGA period results in a start date of June 24, 2023 and an end date of November 17, 2025, the date of settlement at mediation.

1.20 PAGA Notice

Plaintiff's PAGA Notice submitted pursuant to Labor Code section 2699.3, subdivision (a).

1.21 PAGA Penalties

Total Gross Settlement Amount of $15,000, minus Court approved Administration Expenses Payment allocated as follows: 65% to the LWDA; 35% to the Aggrieved Employees.

1.22 PAGA Penalties Attributed to Aggrieved Employees

35% of the PAGA Penalties to be allocated to the Aggrieved Employees after the Administrative Expenses Payment is deducted from the Gross Settlement Amount and 65% is allocated to the LWDA, as contemplated in section 1.21 above.

1.23 Plaintiff

Plaintiff John Fraize.

2. MONETARY TERMS

2.1 Gross Settlement Amount

Subject to Court approval, Defendants will pay a $15,000 Gross Settlement Amount for resolution of all PAGA claims.

2.2 Allocation of the Gross Settlement Amount

2.2.1 Administration Expenses Payment

Costs paid to the Administrator and subject to Court approval.

2.2.2 PAGA Counsel Fees and Costs

PAGA Counsel will not collect any fees or costs from the Gross Settlement Amount. Nor shall PAGA Counsel petition the Court for an award of attorney's fees or costs. PAGA Counsel will instead provide services necessary to execute and effectuate this Agreement pro bono.

2.2.3 PAGA Penalties

Total PAGA civil penalties of $15,000, minus Court approved Administrator Costs, allocated as follows: 65% to the LWDA; 35% to the Aggrieved Employees.

2.2.4 Individual PAGA Payments

Payment formula:

(PAGA Penalties Attributed to Aggrieved Employees ÷ total PAGA Pay Periods) × each Aggrieved Employee's PAGA Pay Periods.

Payments will be reported via IRS Form 1099.

3. SETTLEMENT ADMINISTRATION AND DISTRIBUTION

3.1 Aggrieved Employee Data

Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, there are no more than twenty-nine (29) Aggrieved Employees who worked no more than seven (7) pay periods during the PAGA Period.

Within twenty-one (21) calendar days after execution of this Agreement, Defendants shall provide PAGA Counsel with the Aggrieved Employee Data in an Excel or CSV format, including each Aggrieved Employee's full name, last known mailing address, last known telephone number, email address (if available), Social Security Number or Tax Identification Number, start and end dates of employment, and the number of PAGA Pay Periods worked during the PAGA Period. PAGA Counsel will then provide the Aggrieved Employee Data to the Administrator. This is a material term.

3.2 Address Verification and Update

Upon receipt of the Aggrieved Employee Data, the Administrator shall run an NCOA search or similar address update process. If any PAGA Notice or payment check is returned as undeliverable, the Administrator shall conduct reasonable skip-tracing efforts and promptly re-mail to the updated address.

3.3 Funding of the Gross Settlement Amount

Within fourteen (14) calendar days after the Effective Date, Defendants shall transmit the entire Gross Settlement Amount of $15,000 to the Administrator.

3.4 Distribution of Settlement Payments

Within fourteen (14) calendar days after receiving the Gross Settlement Amount from Defendant, the Administrator shall make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court:

3.4.1 To the Administrator

Authorized Administrator Expenses Payments, as approved by the Court. To the extent the Administrative Expenses are less, the Administrator will retain the remainder in the Net Settlement Amount.

3.4.2 To the LWDA and Aggrieved Employees

To the LWDA, its 65% share of the Net Settlement Amount.

To each of the Aggrieved Employees, the Administrator will issue Individual PAGA Payments;

3.4.3 Distribution Report

Once all distributions have been made, the Administrator shall provide the Parties with a distribution report confirming issuance of all payments, within fourteen (14) calendar days after the final payment has been made.

3.5 Selection of Administrator

Plaintiff's Counsel shall select the Administrator in its discretion and shall promptly notify Defense Counsel of the selected Administrator.

The Administrator shall agree to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administrative Expenses. Neither Plaintiff nor Plaintiff's Counsel will have any interest or relationship, financial or otherwise, with the Administrator, other than a professional relationship arising out of prior experiences administering settlements.

If the initially selected Administrator becomes unavailable or proposes fees that Plaintiff's Counsel or the Court deems unreasonable, Plaintiff's Counsel may select a different qualified Administrator and shall provide prompt written notice to Defense Counsel of the replacement Administrator.

3.6 Method of Distribution

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.

3.7 Undeliverable and Uncashed Checks

The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned 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 the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

3.8 Non-Reversion

For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Office to be held pursuant to the Unclaimed Property Law (Code Civ. Proc., §§ 1500–1582). Aggrieved Employees who do not negotiate their checks remain bound by this Agreement and the release herein.

No portion of the Gross Settlement Amount or any PAGA Penalties shall revert to Defendants under any circumstances. This non-reversion provision is a material term of the Agreement and reflects the Parties' intent that the entire Gross Settlement Amount be distributed solely for the purposes authorized by the Private Attorneys General Act.

3.9 No Further Claim Required

No Aggrieved Employees will be required to submit any claim as a condition of payment and the Administrator will disburse the entire Gross Settlement Amount without asking or requiring such a claim.

4. RELEASES

4.1 Plaintiff's Release of PAGA Claims

Effective upon the Court's approval and Defendants' full funding of the Gross Settlement Amount, Plaintiff releases Defendants from all claims for civil penalties under the Private

Attorneys General Act arising out of the facts alleged in the Action or in Plaintiff's PAGA Notice, for the PAGA Period only. This release includes a waiver of California Civil Code section 1542 solely with respect to PAGA claims.

4.2 Release by Aggrieved Employees

Upon Court approval and full funding of the Gross Settlement Amount, each Aggrieved Employee releases Defendants from all claims for civil penalties under PAGA during the PAGA Period. The release is limited to claims for civil penalties under PAGA during the PAGA Period and does not release any individual Labor Code claims or claims that cannot be released as a matter of law.

4.3 No Release of Individual Claims

This Agreement does not settle, compromise, or release Plaintiff's non-PAGA causes of action in the Action, which have been separately negotiated and resolved pursuant to the Mediator's Proposal. This Agreement concerns PAGA claims only.

5. COURT APPROVAL AND JURISDICTION

5.1 Motion for Court Approval

5.1.1 Form of the Motion

Plaintiff shall prepare and file a motion for approval of this PAGA Settlement, attaching:

(a) this Agreement;

(b) a proposed order;

(c) a declaration from the Administrator (once selected) confirming readiness to administer the settlement; and

(d) any other documents required by the Court or the LWDA.

5.1.2 Required Evidence and Cooperation

For purposes of obtaining Court approval of the PAGA Settlement pursuant to the standard set forth in *Moniz v. Adecco USA, Inc.*, 72 Cal.App.5th 56 (2021), *Haralson v. U.S. Aviation Servs. Corp.*, 383 F.Supp.3d 959 (N.D. Cal. 2019), and Labor Code section 2699, subdivision (l), the Parties agree as follows:

Plaintiff's Counsel may reference, describe, rely upon, or submit to the Court any documents, information, or materials produced in discovery in the Action, including materials designated as confidential under any stipulated protective order. To the extent any prior protective order or stipulation would otherwise restrict such use or disclosure, this Agreement expressly supersedes and controls, and Plaintiff need not file such materials under seal.

Plaintiff may also reference in any declaration submitted in support of the motion for PAGA approval that (a) Defendants provided financial information for review, including Profit and Loss Statements for the years 2023 and 2024; and (b) that Plaintiff's Counsel reviewed such information and determined that Defendants have been operating at a significant financial loss for the past two years. Plaintiff will not disclose further financial detail derived from these materials unless required by the Court or agreed to by Defendants' Counsel. If the Court requests supporting documentation concerning Defendants' financial condition, Defendants shall promptly produce such information and consent to its submission to the Court for in camera review or filing under seal.

5.2 Continued Jurisdiction

The Parties understand and agree that this Agreement is enforceable under section 664.6. The Court shall retain jurisdiction under Code of Civil Procedure section 664.6 to enforce this Agreement and interpret its terms.

After entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for the purposes of (a) enforcing this agreement and/or Judgment; (b) addressing settlement administration matters; and (c) addressing such post-Judgment matters as are permitted by law.

5.3 Dismissal Upon Completion of Payments

Within ten (10) calendar days after the Administrator confirms that all PAGA-related payments required under this Agreement have been issued, and after the expiration of all check-cashing periods, Plaintiff shall file a Request for Dismissal with prejudice as to the PAGA cause of action in the Action. The dismissal shall not affect Plaintiff's non-PAGA causes of action, which are being resolved pursuant to a separate settlement agreement.

5.4 Timing and Form

The Parties shall cooperate in good faith to prepare any notices or filings required by the Court to effectuate dismissal. If the Court requires submission of any supplemental declaration by the Administrator or by the Parties confirming payment, the Parties shall provide any such documentation with reasonable promptness.

5.5. Waiver of Right to Appeal

Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties 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.

6. MISCELLANEOUS PROVISIONS

6.1 No Admission of Liability

This Agreement represents a compromise and settlement of highly disputed claims. Defendants deny all wrongdoing and enter into this Agreement solely to avoid the burden and expense of litigation. Nothing in this Agreement shall be construed as an admission of liability, wrongdoing, or violation of law.

6.2 Modification

This Agreement may be modified only by a writing signed by all Parties.

6.3 Authority to Execute

Each signatory represents that they have full authority to enter into this Agreement on behalf of the Party they represent.

6.4 Survival

This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors, assigns, representatives, and any persons or entities acting on their behalf. All rights, duties, and obligations set forth in this Agreement shall survive and remain fully enforceable regardless of any change in circumstance affecting a Party, and shall not be extinguished by any such event.

6.5 Counterparts and Electronic Signatures

This Agreement may be executed in counterparts. Signatures transmitted electronically or via DocuSign shall have the same force and effect as original signatures.

6.6 Notices

All notices required under this Agreement shall be sent to:

For Plaintiff:
Greenberg Gross LLP
Attn: Philip Horlacher, Esq.
601 S. Figueroa Street, 30th Floor
Los Angeles, California 90017
Email: PHorlacher@GGTrialLaw.com

For Defendants:
McCormick Barstow LLP
Attn: Laura A. Wolfe, Esq.
7647 North Fresno Street
Fresno, CA 93720
Email: Laura.Wolfe@mccormickbarstow.com

6.7 Governing Law

This Agreement shall be governed by California law, without regard for conflict of law principles.

6.8 Evidence of Agreement; Admissibility

This Agreement, and any signed counterpart, is admissible in evidence and may be submitted to the Court in support of any motion to enforce the settlement, including but not limited to a motion under Code of Civil Procedure section 664.6. This Agreement need not be filed under seal.

6.9 Good Faith Cooperation; Renegotiation if Required

The Parties agree to cooperate in good faith to effectuate all terms of this Agreement.

If the Court determines that any material term of this Agreement is invalid, PAGA Counsel shall prepare and circulate to Defense Counsel a revised proposed agreement consistent with the Court's guidance, and the Parties shall work in good faith to negotiate and finalize a revised settlement agreement to submit for Court approval.

6.10 Enforceability Under Code of Civil Procedure section 664.6

This Agreement is intended to be, and shall be, enforceable pursuant to California Code of Civil Procedure section 664.6, and the Parties consent to the Court's continuing jurisdiction to enforce the terms of the Agreement.

6.11 No Prevailing Party; Fees and Costs

No Party shall be deemed the "prevailing party" for purposes of any motion for attorney's fees or costs relating to this Agreement or the PAGA claims. Each Party shall bear its own attorneys' fees and costs associated with negotiating, drafting, submitting, and enforcing this Agreement, except as otherwise expressly provided herein.

6.12 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.

6.13 Construction and Interpretation

This Agreement is the result of arm's length negotiations between the Parties, each of whom was represented by or had the opportunity to consult with counsel of their choosing. The Agreement shall be deemed to have been jointly drafted by the Parties, and no ambiguity or uncertainty shall be construed or interpreted against any Party on the ground that such Party drafted all or any portion of this Agreement. The Parties acknowledge that they have read this Agreement carefully, understand all of its terms, and voluntarily accept its provisions.

SIGNATURES

IN WITNESS WHEREOF, the Parties execute this PAGA Settlement Agreement as of the dates set forth below.

DATED: 1/20/2026

PLAINTIFF

By: Signed by: John Fraize
CCE1CC94E8B742F...
John Fraize

DATED: Jan 12, 2026

DEFENDANTS, RJ ENTERPRISES, INC. and RANVEER JOHAL

By: R Johal
Ranveer Johal