

EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT

Adan Ortiz v. Staffmark Investment, LLC
San Mateo County Superior Court Case No. 20-CIV-01733

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action shall be memorialized by and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this Private Attorneys General Act (Labor Code § 2698 *et seq.*) Settlement Agreement (“Agreement”).

This Agreement is made by and between Defendant STAFFMARK INVESTMENT LLC, ("Staffmark Investment LLC"), STAFFMARK HOLDINGS, INC. ("Staffmark Holdings, Inc."), and Walmart Inc. ("Walmart") ("Defendants") and Plaintiff ADAN ORTIZ (“Plaintiff”), for himself and on behalf of the State of California, (Defendants and Plaintiff as defined herein, are sometimes collectively referred to as the “Parties.”) Subject to the Court’s subsequent approval of the Settlement, this Agreement shall be effective once fully executed by the Parties.

The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and concluded by agreement of Defendants to pay the total sum of Two Million Dollars and Zero Cents (\$2,000,000.00) for settlement of the Action (as defined below), which shall be fully inclusive to resolve the Action, including but not limited to Plaintiff’s Counsel’s attorneys’ fees and costs and the settlement administrator’s fees.

Article I.

Definitions.

Section 1.01 **Definitions.**

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) "Action" shall refer to Plaintiff's pending lawsuit, entitled: *Adan Ortiz v. Staffmark Holdings, Inc. et al.*, San Mateo Superior Court, Case No. 20-CIV-01733.
- (b) "Aggrieved Employees" is defined as all non-exempt employees who were placed as temporary employees by Staffmark Investment LLC at Walmart Inc. in California from February 15, 2019 to April 18, 2021.
- (c) "Court" means the Superior Court for the State of California, San Mateo County.
- (d) "Counsel for Defendant" is:

Susan M. Steward
Atkinson, Andelson, Loya, Rudd & Romo
12800 Center Court Drive South, Suite 300
Cerritos, California 90703
Tel: (562) 653-3200
Fax: (562) 653-3333
For Defendants Staffmark Holdings, Inc.
and Staffmark Investment LLC

Naomi Beer
Greenberg Traurig LLP
1840 Century Park East, 19th Floor
Los Angeles, California 90067
Tel: (310) 586-7700
Fax: (310) 586-7800
For Defendant Walmart Inc.

- (e) "Effective Date" of this settlement shall be the date the Court's order approving the settlement and judgment thereon ("Judgment") becomes final. For purposes of the Settlement Agreement, the Court's Judgment "becomes final" upon the later of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court's Judgment (i.e., 60 calendar days after notice of entry of the Court's Judgment); (ii) if an appeal is filed, the date affirmance of an appeal of the Judgment becomes final; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.
- (f) "Gross Settlement Amount" refers to the total settlement amount Two Million Dollars and zero cents (\$2,000,000.00) ("Gross Settlement"), which shall be paid wholly by Staffmark Investment LLC, is, for the settlement of the Action, which includes payment to Plaintiff as a representative of the Aggrieved Employees, reasonable attorneys' fees and litigation costs, settlement administration costs, and a payment to the State of California under the

Private Attorney General Act ("PAGA"), ("the Gross Settlement"). Defendants represent that the total number of workweeks worked by the Aggrieved Employees during the PAGA Period is approximately 20,070 workweeks. If the actual number of workweeks worked by Aggrieved Employees during this time-period should exceed the foregoing representation by more than five percent (5%), the Gross Settlement shall be proportionally increased

- (g) "Net Settlement Amount" means the total sum available for payment of PAGA penalties to the Aggrieved Employees and the LWDA after deducting payment to Plaintiff of up to \$5,000 as a representative of the Aggrieved Employees, Plaintiff's Counsel's fees for 33.33% of the Gross Settlement, Plaintiff's Counsel's litigation costs up to \$20,000, and costs of administration fees up to \$40,000, collectively referenced in Section 3.01(a-d), from the Gross Settlement Amount.

- (h) "Plaintiff's Counsel" is:

Shaun Setareh
Thomas Segal
Farrah Grant
Setareh Law Group
9665 Wilshire Blvd., Suite 430
Beverly Hills, California 90212
Tel: (310) 888-7771
Fax: (310) 888-0109

- (i) "Release Period" or "PAGA Period" means February 15, 2019 to April 18, 2021.
- (j) "Released Claims" means all claims, rights, demands, liabilities, and causes of action of every nature and description, known and unknown, as alleged in the Complaint or that could have been asserted in the Action based on the facts alleged, arising from or related to the following claims against Defendants: for meal and rest breaks; unpaid wages, including minimum wages, regular wages, overtime and double time wages; wage statement violations; untimely wages and wages due upon termination; and derivative claims ("PAGA Released Claims."). Released Claims shall also mean any other claims related to this Action by all individuals whether known or unknown, suspected or

unsuspected, that were or could have been alleged or asserted based on Aggrieved Employees' employment for Defendants during the PAGA Period, including all claims that were or could have been brought under the Private Attorneys General Act as it relates to the underlying Labor Code claims referenced above, including any damages, restitution, interest, waiting time penalties, statutory and civil penalties, punitive damages, attorneys' fees, costs, or any other form of relief whatsoever, during the PAGA Period.. The Aggrieved Employees are only releasing their claims under Labor Code 2698, *et. seq.* and are not releasing any other claims.

- (k) "Released Parties" means Staffmark Investment LLC, Staffmark Holdings, Inc., Staffmark Group, LLC, and Walmart Inc., and each of their past and present divisions, affiliates, affiliated entities, related entities, parents, subsidiaries, predecessors, successors, joint ventures, assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, managers, operators, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, representatives, consultants, and attorneys.
- (l) "Settlement Administrator" refers to the settlement administrator agreed upon by the parties, subject to court approval.
- (m) "Settlement" or "Agreement" refers to the settlement of the PAGA claim reached by the Parties of the Action.

Article II.

Background.

Section 2.01 Background.

- (a) On April 21, 2020, Plaintiff filed complaint that stated a cause of action pursuant to PAGA.
- (b) Subsequently, the Parties engaged in an extensive investigation that included an exchange of applicable policy documents, key data points regarding the size and makeup of the putative group, and a sampling of employee time and pay records.

- (c) The Parties attended a full-day mediation on April 26, 2021 with an experienced wage-hour mediator, Steven J. Rottman, Esq., which resulted in settlement.

Article III.

Approval and Implementation of Settlement.

Section 3.01 Allocation of the Gross Settlement Amount.

The Parties will cooperate in obtaining through written stipulation or unopposed motion or *ex parte* application, if required, an Order from the Court approving the payment of the Gross Settlement Amount as follows:

(a) Plaintiff's Attorneys' Fees. Plaintiff's Counsel may request and be paid up to 33.33% of the Gross Settlement Amount or Six Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$666,666.66) for attorneys' fees ("Plaintiff's Attorney's Fees.") If Plaintiff's counsel's request for 33.33% of the Gross Settlement Amount is not approved and/or is reduced by the Court, any amount not approved and/or reduced by the Court will be included in the Net Settlement Amount to be paid to the Aggrieved Employees. Defendants agree not to oppose a fee request by Plaintiff's counsel in the foregoing amount.

(b) Litigation Costs. Plaintiff's Counsel may request up to Twenty Thousand Dollars and Zero Cents (\$20,000.00) of the Gross Settlement Amount as reimbursement for expenses incurred in the Action ("Litigation Costs.") If Plaintiff's counsel's request for reimbursement of Litigation Costs is not approved and/or is reduced by the Court, any amount not approved and/or reduced by the Court will be included in the Net Settlement Amount to be paid to Aggrieved Employees. Defendants agree not to oppose a request for reimbursement of Litigation Costs not exceeding the foregoing amount.

(c) Administration Costs. Plaintiff's counsel may request up to Forty Thousand Dollars and Zero Cents (\$40,000) of the Gross Settlement Amount as payment to the Settlement

Administrator for costs incurred by the Settlement Administrator in connection with the Settlement, including mailing of the Notice of PAGA Settlement described herein (“Settlement Administration Costs”). If the Parties' estimated PAGA administration fee is too little, it can be adjusted and shall be paid from the Gross Settlement Amount. If the actual administration fee is less than the Parties' estimated administration fees, the difference between the actual and estimated PAGA administration fees will be included in the Net Settlement Amount to be paid to the Aggrieved Employees.

(d) Service Fee. Defendants agree not to oppose a request for a service fee to be paid to Plaintiff of up to five thousand dollars (\$5,000.00). If this request is not approved and/or reduced by the Court, any amount not approved and/or reduced by the Court will be included in the Net Settlement Amount to be paid to the Aggrieved Employees.

(e) Net Settlement Amount. The Net Settlement Amount shall be determined by deducting Plaintiff's Attorney's Fees, Litigation Costs, Settlement Administration Costs, and Service Fee as set forth in section 3.01(a), (b), (c) and (d) from the Gross Settlement Amount. The Net Settlement Amount shall be distributed as set forth below in section 3.04(b).

Section 3.02 Court Approval.

(a) Preparation of Settlement Documents. The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed and shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of the payment of PAGA penalties as described in this Agreement.

(b) Submission to LWDA. Pursuant to Labor Code section 2699(l)(2), Plaintiff

will submit a copy of this Agreement to the Labor and Workforce Development Agency at the same time it is submitted to the Court.

(c) Approval by Court. The Court's approval of the payment of the Gross Settlement Amount as described in this Agreement shall be embodied in a written Order.

Section 3.03 Notice to Aggrieved Employees.

(a) Notice. Notice shall be provided to the Aggrieved Employees in the following manner:

- (1) No later ten (10) calendar days after the Effective Date, Defendants shall provide the Settlement Administrator with a list of all Aggrieved Employees ("Aggrieved Employees List"). The Aggrieved Employees List shall state the first name and last name in separate columns for each Aggrieved Employee; the last known home address for each Aggrieved Employee; each Aggrieved Employee's social security number, and each Aggrieved Employee's respective number of pay periods worked for Defendant during the Release Period.
- (2) The Settlement Administrator shall utilize the United States National Change of Address ("NCOA") database and also perform an *Accurint* or similar skip tracing process to determine the best most recent addresses for the Aggrieved Employees prior to mailing the notices and settlement checks.
- (3) No later than twenty-one (21) calendar days after the Effective Date, the Settlement Administrator shall mail the Notice of PAGA Settlement (attached hereto as **Exhibit "A"**) together with a settlement payment to all Aggrieved Employees by first-class United States mail, postage prepaid, with directions to the Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices to the Settlement Administrator. For each Notice of PAGA Settlement that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee

by performing an additional skip trace and shall re-mail the Notice and settlement check no later than ten (10) days following receipt of the undeliverable Notice.

Section 3.04 Settlement Payment Procedures.

(a) Deposit of Gross Settlement Amount with Settlement Administrator.

No later than thirty (30) calendar days after the Effective Date, Defendants shall deposit the Gross Settlement Amount with the Settlement Administrator.

(b) PAGA Payments.

The total sum available for payment of PAGA penalties (the “Net Settlement Amount”) shall be calculated by deducting Plaintiff’s Attorney’s Fees, Litigation Costs, Service Fee, and Settlement Administration Costs, collectively referenced in Section 3.01(a), (b), (c) and (d), from the \$2,000,000.00 Gross Settlement Amount.

The Net Settlement Amount will be subdivided as follows: 75% of the payment will be paid to the Labor and Workforce Development Agency and 25% will be paid to Aggrieved Employees without the need to submit a claim form and with no right to opt out. The 25% of the Net Settlement Amount payable to the Aggrieved Employees will be divided among the Aggrieved Employees based on the following formula:

Twenty-Five Percent of the Net Settlement Amount shall be divided by the total pay periods worked for Defendants by all Aggrieved Employees during the Release Period to yield the “Employee Settlement Share Value.” Each Aggrieved Employee shall be paid their individual total pay periods worked for Defendants during the Release Period multiplied by the Employee Settlement Share Value.

Settlement payments to each member of the Aggrieved Employees will be allocated as follows: one hundred percent to penalties. Each individual award shall be reported on a Form 1099.

The settlement checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) days. If checks remain uncashed after ninety (90) days, a reminder postcard will be sent to those members of the Aggrieved Employees with uncashed checks, advising them to cash the check or request a replacement check. If checks still remain uncashed after 150 days, a similar postcard will be sent to the Aggrieved Employees with uncashed checks. At 180 days, all uncashed checks will be sent to the California State Controller's office to be held as "unclaimed property" in the name of the Aggrieved Employees.

(a) Plaintiff's Attorneys' Fees, Litigation Costs and Service Fees Payment.

No later than thirty-five (35) days after the Effective Date, the Settlement Administrator shall pay the court approved Plaintiff's Attorneys' Fees and Litigation Costs to Plaintiff's Counsel and shall pay the Court-approved Plaintiff's Service Fee to Plaintiff.

(b) Settlement Administrator Expenses.

Upon completion of the Settlement Administrator's duties under the Agreement, the Settlement Administrator shall pay itself its actual costs in administering the settlement in the amount approved by the Court.

Section 3.05 Order Approving Settlement and Judgment.

Plaintiff and Defendants will jointly submit, with the documents asking the Court to approve the settlement and this Agreement, an order and judgment based on the Settlement to be entered by the Court granting approval of the PAGA penalties and retaining jurisdiction over all matters relating to the administration, consummation, enforcement, and interpretation of the terms of this Agreement and closing the case after submission of proof by the administrator of the payment of all funds enumerated in the Settlement.

Article IV.

Limitations On Use Of This Settlement.**Section 4.01 No Admission.**

Defendants deny liability for any claims alleged by Plaintiff on his own behalf or on behalf of the State of California and any of its agencies, including but not limited to the Department of Industrial Relations, Division of Labor Standards Enforcement, and Labor Workforce and Development Agency, and the Aggrieved Employees upon any claim or cause of action. This Agreement does not constitute, and is not intended to constitute, an admission by Defendants as to the merits, validity, or accuracy of any of the allegations or claims made against it in the Action.

The Resolution and resulting settlement agreement reflects no admission of liability or wrongdoing. Nothing in this Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Agreement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Agreement may be used in any proceeding before the Court that has as its purpose the interpretation, implementation, or enforcement of this Agreement or any orders or judgments of the Court entered in connection with the Agreement.

None of the documents produced or created by Plaintiff or Aggrieved Employees in connection with the claims or claims resolution procedures constitute, and they are not intended to constitute, an admission by Defendants of any violation of any federal, state, or local law, statute,

ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

Section 4.02 Non-Evidentiary Use.

Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their counsel in the Action or in any other action or proceeding; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement and to secure its approval by the Court.

Section 4.03 Nullification.

- (a) If the Court should for any reason refuse to approve the payment of PAGA penalties as described in this Agreement, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.
- (b) If the Court does not approve the payment of PAGA penalties as described in this Agreement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are unable to agree on a resolution, the Parties agree to seek the assistance of mediator Steven J. Rottman to resolve any disputes.
- (c) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

Article V.

Release and Waiver of Claims.

Section 5.01 Plaintiff's and Aggrieved Employees' Release of PAGA Claims

Upon the final approval by the Court of this Settlement, Plaintiff and each Aggrieved Employee, shall, for the Release Period, fully release and forever discharge Defendants and each of their past and present divisions, affiliates, affiliated entities, related entities, parents, subsidiaries, predecessors, successors, joint ventures, assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, managers, operators, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, representatives, consultants, and attorneys (the foregoing are collectively referred to hereafter as the "Releasees") from the Released Claims. In the event Defendants fails to deposit the Gross Settlement Amount with the Settlement Administrator, this Release and Waiver of Claims shall NOT become effective.

Article VI

Miscellaneous Provisions.

Section 5.02 Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 5.03 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Plaintiff and Defendants who executed this Agreement and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 5.04 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be

assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that he has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 5.05 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

Section 5.06 Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Action.

Section 5.07 Waiver of Compliance.

Any failure of any Party, and/or Plaintiff's Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 5.08 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such

counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. A scanned or faxed signature shall be valid as an original signature. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 5.09 Attorneys' Fees and Costs.

Except as expressly provided herein, Defendants and Plaintiff shall each bear their own attorney's fees and costs.

Section 5.10 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, Plaintiff's counsel and Defendant's counsel shall meet and confer in an attempt to reach a resolution. If the Parties are unable to reach a resolution, they agree to submit any such dispute(s) to mediator Steven J. Rottman, Esq. for his advice and consultation to resolve the dispute, and the Parties shall heed such advice and consultation in good faith. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State of California, both in its procedural and substantive aspects, without regard to its conflict of laws provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California for the County of San Mateo. The foregoing is only limited to disputes concerning this Agreement and in no way limits or negates the enforceability and effect of the underlying arbitration agreements signed by employees of Defendants, specifically including but not limited to Plaintiff, obligating them to arbitrate any and all claims on an

individual (and not on a class or collective) basis. Plaintiff, on his own behalf and on behalf of the Aggrieved Employees, and Defendants participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendants may claim that any ambiguity in this Agreement should be construed against the other.

Section 5.11 Fair Settlement

Plaintiff, Defendants, Plaintiff's Counsel, and Defendants' Counsel believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiation, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable law.

Section 5.12 Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 5.13 Waiver of Appeals.

The Parties waive all appeals from the Court's approval of the PAGA penalties, unless the Court materially modifies the settlement and/or the PAGA penalties.

Section 6.12 Continuing Jurisdiction.

The Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and Aggrieved Employees to interpret and enforce the terms, conditions and obligations of this Agreement.

Article VII.

Publicity

Section 7.01 Publicity.

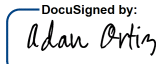
Plaintiff and his counsel agree that they have not and will not publish the Agreement. In response to any inquiries Plaintiff will state that "the case was resolved and it was resolved confidentially." Plaintiff's counsel shall not report the Resolution in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the Aggrieved Employees or the Resolution on their website, and shall not contact any reporters or media regarding the Resolution. However, Plaintiff's attorneys are authorized to make a limited disclosure to the Court and the LWDA for the purposes of obtaining the approval of the settlement and are further authorized to publicize only the amount and type of the settlement without disclosing the identity of case. This disclosure is limited to court filings, and neither Plaintiff nor his counsel or representatives are permitted to disseminate or publish, distribute or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. If aggrieved employees or anyone representing them contacts Plaintiff's counsel about the settlement, Plaintiff's counsel can answer their questions.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date(s) set forth below.

[Signature Page to Follow]

APPROVED AND ACCEPTED.

Dated: 07/19/2021, 2021

By: 
Adan Ortiz

Dated: _____, 2021

Walmart, Inc.

By: _____
Printed Name: _____
Title: _____

Dated: _____, 2021

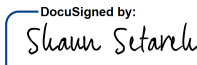
Staffmark Investment LLC and
Staffmark Holdings, Inc.

By: _____
Printed Name: Suzanne Perry
Title: Chief Human Resources Officer

APPROVED AS TO FORM ONLY

Dated: July 19, _____, 2021

Setareh Law Group

By: 
SHAUN SETAREH
Attorneys for Plaintiff
Adan Ortiz

APPROVED AND ACCEPTED.

Dated: _____, 2021

By: _____
Adan Ortiz

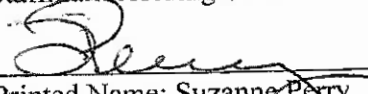
Dated: _____, 2021

Walmart, Inc.

By: 
Printed Name: Naomi Beer
Title: Shareholder, Greenberg Traurig (authorized
with permission to sign for Walmart)

Dated: 7/20/, 2021

Staffmark Investment LLC and
Staffmark Holdings, Inc.

By: 
Printed Name: Suzanne Perry
Title: Chief Human Resources Officer

APPROVED AS TO FORM ONLY

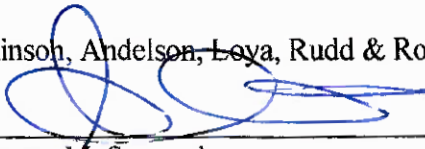
Dated: _____, 2021

Setareh Law Group

By: _____
SHAUN SETAREH
Attorneys for Plaintiff
Adan Ortiz

Dated: 7/21/, 2021

Atkinson, Andelson, Loya, Rudd & Romo

By 
Susan M. Steward
Attorneys for Defendants Staffmark
Holdings, Inc. and Staffmark Investment
LLC

Dated: August 23, 2021

Greenberg Traurig LLP

By 
Naomi Beer
Attorneys for Defendant Walmart Inc.

EXHIBIT A

Simpluris, Inc.
P.O. Box 26170, Santa Ana, CA 92799
Telephone: 1-800-779-2104

April 29, 2022

[Last Known Address]

Re: Settlement Check in *Adan Ortiz v. Staffmark Holdings, Inc., et al.*

Dear [Aggrieved Employee],

Enclosed please find a check in the amount of [Individual PAGA Payment]. You are receiving this payment in connection with a Court-approved settlement and dismissal in the lawsuit of *Adan Ortiz v. Staffmark Holdings, Inc., et al.*, San Mateo Superior Court Case No. 20-CIV-01733 (filed April 21, 2020), a wage and hour representative action brought under California's Private Attorneys General Act ("PAGA") by Adan Ortiz against his former employers Staffmark Holdings Inc., Staffmark Investments, LLC, and Walmart, Inc. ("Defendants"). Defendants deny any wrongdoing and all liability in that action, but they have settled the matter to avoid the expense and further disruption of litigation.

As a result of the Court-approved settlement, the Settlement Administrator is sending a settlement check to all non-exempt employees who were placed as temporary employees by Staffmark investment LLC at Walmart Inc. in California from February 15, 2019 to April 18, 2021. The amount of each settlement check varies and is based upon the number of pay periods that the individual worked for Defendants as a non-exempt employee and time period specified above. Defendants' records indicate that you qualify for payment under this settlement and, specifically, that you have worked a total of [Qualifying Pay Periods] qualifying pay periods. **Any questions regarding the amount of your settlement payment should be directed to the Settlement Administrator at the following address: Simpluris, Inc., P.O. Box 26170, Santa Ana, CA 92799.**

The enclosed check may be cashed until [180 days from date of mailing]. Under the terms of the Court-approved settlement and associated dismissal, all persons receiving a settlement check in this matter, which, of course, includes you, have released and forever discharged the Released Parties (including but not limited to Defendants) from certain claims under PAGA, whether known or unknown. This release is effective regardless of whether you timely negotiate the enclosed check.

Your settlement payment constitutes payment in the settlement of claims for penalties. Accordingly, for tax purposes, your settlement payment will be reported to the Internal Revenue Service ("IRS") as non-wage income on IRS Form 1099. Other than as described above, you are responsible for the reporting and payment of any federal, state, and/or local income or other tax or any other withholdings, if any, on your settlement check. If you have any questions regarding such tax reporting or payment, you should obtain advice from a tax professional. Defendants and Plaintiff make no representations as to the taxability of any portions of your settlement check.

This letter does not fully describe the action. You may inspect the publicly filed documents in this matter, including the full settlement agreement, at the Records Management Division of the Court at the following address:

Records Management Division
Hall of Justice
400 County Center, 1st Floor, Room A
Redwood City, CA 94063

PLEASE DO NOT CALL OR WRITE THE COURT OR THE CLERK OF THE COURT WITH QUESTIONS REGARDING THIS ACTION. AS NOTED, ANY QUESTIONS REGARDING THE AMOUNT OF YOUR SETTLEMENT PAYMENT SHOULD BE DIRECTED TO THE SETTLEMENT ADMINISTRATOR.

Thank you for your attention to this matter.

Sincerely,

Settlement Administrator