

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Bridgett Watson (“Plaintiff”) and defendants Toll Global Forwarding (USA) Inc., Toll Global Forwarding SCS (USA) Inc., TGF Management Group Holdco Inc. (collectively, “Toll”), Simplified Labor Staffing Solutions, Inc. (“Simplified”), Chartwell Staffing Services, Inc. (“Chartwell”), Insperity PEO Services, L.P. erroneously sued as Insperity Expense Management, Inc. (“Insperity”) (collectively, “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants captioned *Watson v. Toll Global Forwarding (USA) Inc., et al.*, initiated on April 1, 2020 and pending in Superior Court of the State of California, County of Los Angeles, Case No. 20STCV12986.
- 1.2 “Administrator” means Phoenix, 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. The Administration Expenses Payment includes all notice expenses, and any other costs associated with administering the Gross Settlement Amount to the Aggrieved Employees.
- 1.4 “Aggrieved Employees” shall include all Chartwell Aggrieved Employees, Insperity/Toll Aggrieved Employees, and Simplified Aggrieved Employees.
- 1.5 “Chartwell Aggrieved Employees” shall include all non-exempt temporary workers who were, or were alleged to be, employed by Defendant Chartwell and who worked in a Toll facility in California during the PAGA Period, except for union employees that worked solely at Toll’s Port of Los Angeles warehouse which is governed by a separate, union agreement.
- 1.6 “Insperity/Toll Aggrieved Employees” shall include all non-exempt temporary workers who were, or were alleged to be, employed by Defendants Insperity and/or Toll who worked in a Toll facility in California during the PAGA Period, except for union employees that worked solely at Toll’s Port of Los Angeles warehouse which is governed by a separate, union agreement.
- 1.7 “Simplified Aggrieved Employees” shall include all non-exempt temporary workers who were, or were alleged to be, employed by Defendant Simplified and who worked in a Toll facility in California during the PAGA Period, except for union employees that worked solely at Toll’s Port of Los Angeles warehouse which is governed by a separate, union agreement.

- 1.8 “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. The number of PAGA Pay Periods reflects the number of pay periods worked during the PAGA Period, it does not represent a concession on behalf of Defendants that a PAGA violation occurred during that pay period.
- 1.9 “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.
- 1.10 “Court” (or “Judge”) means the Superior Court of California, County of Los Angeles, the Honorable David S. Cunningham III.
- 1.11 “Defense Counsel” means Stacey McKee Knight and Tami Kameda Sims of Katten Muchin Rosenman LLP, Alexander L. Conti of Conti Law, and Avi M. Attal of Kahana Feld LLP.
- 1.12 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.
- 1.13 “Gross Settlement Amount” means \$450,000, of which Toll shall pay \$400,000, Chartwell shall pay \$25,000, and Insperity shall pay \$25,000. The parties are only liable for their respective share of the Gross Settlement Amount. This is the total amount Defendants agree to pay under the Settlement. The Gross Settlement is considered “all-in” and includes the full and complete consideration for the release of all representative PAGA claims, and will be used to pay all Individual PAGA Payments, the Simplified Aggrieved Employees Individual PAGA Payment, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.14 “Individual PAGA Payment” means the twenty-five percent (25%) of the Net Settlement Amount that shall be paid to the Chartwell Aggrieved Employees and Insperity/Toll Aggrieved Employees, minus the \$40,000 allocated to the Simplified Aggrieved Employees, with each Chartwell Aggrieved Employee and Insperity/Toll Aggrieved Employee receiving a pro rata share according to the number of Pay Periods the employee worked during the PAGA Period.
- 1.15 “Simplified Aggrieved Employees Individual PAGA Payment,” means 25% of the \$40,000 of the Net Settlement Amount which is allocated to the resolution of the Simplified Aggrieved Employees claims. Each Simplified Aggrieved Employee will

receive a pro rata share according to the number of Pay Periods the employee worked during the PAGA Period.

- 1.16 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.17 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.18 “LWDA PAGA Payment” means the collective 75% of the Net Settlement Amount that shall be paid to the LWDA under Labor Code section 2699, subd. (i), as described in paragraph 1.19, the Net Settlement Amount will be split \$40,000 to the Simplified Aggrieved Employees and the remainder of the Net Settlement Amount will be distributed pro rata among the Chartwell Aggrieved Employees and the Insperity/Toll Aggrieved Employees. Each portion will be distributed 75% to the LWDA and the remainder to the applicable group of Aggrieved Employees.
- 1.19 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. From the Net Settlement Amount, \$40,000 will be distributed pro rata between the Simplified Aggrieved Employees after 75% is distributed to the LWDA and the remainder of the Net Settlement Amount will be distributed pro rata among the Chartwell Aggrieved Employees and the Insperity/Toll Aggrieved Employees after 75% is distributed to the LWDA.
- 1.20 “PAGA Counsel” means Joseph Lavi, Vincent C. Granberry, and Melissa A. Huether of Lavi & Ebrahimian, LLP, the attorneys representing the Plaintiff in the Action.
- 1.21 “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.
- 1.22 “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for any Defendant for at least one day during the PAGA Period.
- 1.23 “PAGA Period” means the period from April 1, 2019 to December 18, 2020.¹
- 1.24 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.25 “PAGA Notice” means Plaintiff’s March 31, 2020 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.26 “Plaintiff” means Bridgett Watson, the named plaintiff in the Action.

¹ Toll ceased operating at its warehouse locations on December 15, 2020 and all warehouse workers ceased to work by that date. December 18, 2020 is the date of the last pay period encompassing work through December 15, 2020.

- 1.27 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.28 “Released PAGA Claims” means the claims being released by the Plaintiff, the Aggrieved Employees, and PAGA Counsel and as described in Paragraph 5 below.
- 1.29 “Released Parties” means: Defendants and each of their former and present directors, officers, shareholders, legal and equitable owners, members, agents, representatives, trustees, employees, attorneys, insurers, reinsurers, heirs, executors, beneficiaries, administrators, predecessors, successors, assigns, parent companies, subsidiaries, and affiliates.
- 1.30 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.31 “Defendants” means named Defendants Toll Global Forwarding (USA) Inc., Toll Global Forwarding SCS (USA) Inc., TGF Management Group Holdco Inc. (collectively, “Toll”), Simplified Labor Staffing Solutions, Inc. (“Simplified”), Chartwell Staffing Services, Inc. (“Chartwell”), Insperity PEO Services, L.P. erroneously sued as Insperity Expense Management, Inc. (“Insperity”).

2. RECITALS.

- 2.1 On April 1, 2020, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for (1) failure to pay wages for all time worked at minimum wage in violation of labor code sections 1194 and 1197; (2) failure to pay proper overtime wages for all overtime hours worked in violation of labor code section 510, 11941 and 1198; (3) failure to authorize or permit meal periods in violations of labor code sections 512 and 226.7; (4) failure to authorize or permit rest periods in violation of labor code section 226.7; (5) failure to reimburse employees for required expenses in violation of labor section 2802; (6) failure to provide complete and accurate wage statements in violation of labor code section 226; (7) failure to timely pay all earned wages and final paychecks due at time of separation of employment in violation of labor sections 201, 202, and 203; and (8) unfair business practices, in violation of business and professions code section 17200, *et seq.*

On August 11, 2020, Plaintiff filed a First Amended Complaint adding a PAGA claim for civil penalties. On November 9, 2020, Plaintiff filed a Second Amended Complaint. The Second Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). On November 20, 2020, pursuant to Plaintiff’s request, the Court entered an Order dismissing the class action allegations from the Operative Complaint, leaving only a PAGA claim. The PAGA claim in the Operative Complaint alleges that Defendants violated Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1197, 2802, and the IWC Wage Order 9, codified at California Code of Regulations title 8, section 11090 (the “Wage Orders”). Specifically, the PAGA claim alleges that Defendants (1) failed to pay wages for all time worked at minimum wage in violation of labor code sections 1194, 1197 and the Wage Orders; (2) failed to pay proper overtime wages for all overtime

hours worked in violation of labor code section 510, 11941, 1198 and the Wage Orders; (3) failed to authorize or permit meal periods in violations of labor code sections 512, 226.7 and the Wage Orders; (4) failed to authorize or permit rest periods in violation of labor code section 226.7 and the Wage Orders; (5) failed to reimburse employees for required expenses in violation of labor section 2802; (6) failed to provide complete and accurate wage statements in violation of labor code section 226; (7) failed to timely pay all earned wages and final paychecks due at time of separation of employment in violation of labor sections 201, 202, and 203; (8) failed to maintain temperature providing reasonable comfort in violation of labor code sections 1198, 6720, and the Wage Orders; and (9) failed to provide suitable seats in violation of labor code section 1198 and the Wage Orders.

- 2.2 Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.3 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.4 On August 10, 2022, the Parties participated in mediation before the Honorable Carl J. West at Signature Resolution, which led to this Agreement to settle the action. Prior to the mediation, the Parties engaged in significant informal discovery which included Defendants providing: documentation relating to the PAGA claim asserted in the Operative Complaint including employee handbooks and policy documents, electronic time records for Aggrieved Employees which consisted of detailed data for thousands of employees. Plaintiff retained an expert to analyze this data and conduct an exposure analysis consistent with Plaintiff's theories of liability. Certain Defendants also retained an expert to analyze the data and conduct an exposure analysis. Based on the foregoing data and on their own independent investigation and evaluation, PAGA Counsel is of the opinion that the settlement with Defendants for the consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate and is in the best interest of the LWDA and Aggrieved Employees in light of all known facts and circumstances, including the risk of significant delay, uncertainty associated with litigation, various defenses asserted by Defendants, and potential appellate issues. Defendants and counsel for Defendants also agree that the settlement is fair.
- 2.5 Plaintiff, Toll, and Simplified agree that the judgment in a prior filed PAGA action entitled *Martinez v. Simplified Labor Staffing Solutions, et al.*, Case No. 19STCV05288 ("the *Martinez* Lawsuit"), impacts and overlaps with this action. The *Martinez* Lawsuit was pending in Los Angeles Superior Court, and Toll and Simplified filed a Notice of Related Case on March 18, 2021 alerting Plaintiff and the Court to the *Martinez* Lawsuit.²

² In the *Martinez* case, Defendants filed a Notice of Related Case alerting the trial court to this pending action. However, Judge Doyle who presided over the *Martinez* Lawsuit, declined to relate the cases because the *Martinez* Lawsuit was settling and would not have further proceedings.

- 2.5.1 In *Martinez*, plaintiff Martinez, on behalf of aggrieved employees, sued a subset of the same defendants in this instant action, namely Simplified Labor Staffing Solutions, Inc., Simplified Staffing Labor Solutions, LLC, and Toll Global Forwarding (USA) Inc. Plaintiff was one of the aggrieved employees in the *Martinez* Lawsuit. The *Martinez* parties reached a settlement at a mediation, which it documented with the trial court. The *Martinez* court entered an order and judgment on January 13, 2022. Under the parties' settlement agreement and the resulting judgment the parties agreed to the following release of PAGA claims from December 12, 2017 through November 17, 2021 (the "*Martinez* Release"): "Plaintiff, as the representative for the State of California, and on behalf of all Aggrieved Employees, will forever completely release and discharge [Toll and Simplified] with respect to any claim for the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, et. seq. only. It is expressly understood and agreed that this settlement includes a release of all the PAGA Representative Claims, based on all alleged violations of Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.2, 226.7, 246, 300, 510, 512, 1174, 1174.5, 1194, 1197, 1198, 1199, 2802, and 2810.5 and all alleged violations of the accompanying and relevant IWC Wage Order provisions (including but not limited to failure to provide suitable seating and failure to provide adequate resting facilities) cited in Plaintiff's LWDA Notice and/or alleged in the Operative Complaint."
- 2.5.2 The PAGA release period in the *Martinez* Lawsuit completely overlaps with the present action as to the Simplified Aggrieved Employees who worked at Toll because Toll ceased operating at its warehouse locations on December 15, 2020. It has not contracted with Simplified since that time.
- 2.5.3 Plaintiff, Simplified, and Toll agree that Plaintiff's PAGA claims 1-7, noted above in paragraph 2.1 in the Operative Complaint are barred by the doctrine of res judicata because the *Martinez* Release expressly covers this claims on behalf of the Simplified Aggrieved Employees. In accordance with California law as stated in, *inter alia*, *Arias v. Superior Court*, 46 Cal.4th 969, 985 (2009), a judgment in "a representative action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of 2004 . . . is binding not only on the named employee plaintiff, but also on government agencies and any aggrieved employee not a party to the proceeding." Further, under the doctrine of res judicata, if a matter raised in a subsequent lawsuit "was within the scope of the [prior] action, related to the subject matter and relevant to the issues, so that it could have been raised, the judgment is conclusive on it despite the fact that it was not in fact expressly pleaded or otherwise urged." *Villacres v. ABM Indus. Inc.*, 189 Cal. App. 4th 562, 583-84 (2010).
- 2.5.4 Plaintiff, on the one hand, and Simplified and Toll, on the other hand, dispute whether Plaintiff's PAGA claims 8-9 (claim 8 - failure to maintain temperature providing reasonable comfort in violation of labor code sections 1198, 6720, and the Wage Orders; and claim 9 - failure to provide suitable seats in violation of

labor code section 1198 and the Wage Orders) are covered by the *Martinez* Release, and are thus, barred by res judicata. As a compromise to resolve the instant lawsuit, Plaintiff, Simplified, and Toll agree that the Simplified Aggrieved Employees may recover their pro rata portion of the Simplified Aggrieved Employees Individual PAGA Payment. This amount is twenty-five (25%) of \$40,000 of the Net Settlement Amount that shall be paid to the Aggrieved Employees. After an analysis of the claims at issue, Plaintiff's counsel has determined that \$40,000 represents the fair allocation of the settlement amount for the Simplified Employees' PAGA claims 8-9 (claim 8 - failure to maintain temperature providing reasonable comfort in violation of labor code sections 1198, 6720, and the Wage Orders; and claim 9 - failure to provide suitable seats in violation of labor code section 1198 and the Wage Orders), and Defendants agree to that amount based on Plaintiff's counsel's recommendation and representation.

- 2.6 Defense Counsel for Toll represents that a settlement in this Action will impact and completely overlaps with the PAGA action entitled *Johanna Sanchez v. TGF Management Group Holdco Inc.* ("Sanchez"), Case No. 21LBCV00514, which was stayed after the Court deemed it related to this Action. In *Sanchez*, the plaintiff seeks PAGA penalties for violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1197, 1198, and 2802 which plaintiff alleges occurred during the time period between July 6, 2020 to December 15, 2020, which is entirely subsumed within the PAGA Period for this Action. Additionally, this Action may impact the class action entitled *Maria Gutierrez v. Toll Global Forwarding (USA) Inc., et al.* ("Gutierrez"), Case No. 30-2021-01207195-CU-OE-CXC, which this Court deemed was not related to this Action. In *Gutierrez*, the plaintiff, on behalf of herself and other similarly situated, seeks class certification for the period between June 22, 2017 to the date of certification and PAGA penalties for the alleged violations of California Labor Code sections 203, 226(a), 226.7, 210, 510, 512, 558, 1194, and 1198, which plaintiff alleges occurred during the period between March 5, 2020 to December 15, 2020, which time period for PAGA penalties is entirely subsumed within the PAGA Period for this Action. Plaintiff's counsel in the *Gutierrez* action has indicated it would seek to amend the operative complaint to specifically carve out any overlap between this Action and the *Gutierrez* action. Other than the aforementioned matters, 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 9 below, Defendants promise to pay \$450,000 and no more as the Gross Settlement Amount. The Gross Settlement shall be payable \$400,000 by Toll; \$25,000 by Insperity; and \$25,000 by Chartwell. The Defendants shall only be liable for their respective shares of the Gross Settlement. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 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 33.33% which is currently estimated to be \$150,000.00 and PAGA Counsel Litigation Expenses Payment of not more than \$16,000.00. 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 of 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 the Administrator: An Administrator Expenses Payment not to exceed \$ 17,000 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 \$17,000, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3 To the LWDA and Aggrieved Employees: The Net Settlement Amount in the amount of \$267,000 to be paid from the Gross Settlement Amount, with 75% (\$200,250) allocated to the LWDA PAGA Payment and 25% (\$66,750) allocated to the Individual PAGA Payments and the Simplified Aggrieved Employees Individual PAGA Payment as described in paragraphs 1.14 and 1.15.
- 3.2.4 The Administrator will calculate the Simplified Aggrieved Employees Individual PAGA Payment by (a) dividing the amount of the 25% of the \$40,000 of the Net Settlement Amount (i.e., \$10,000) allocated to the Simplified Aggrieved Employees by the total number of PAGA Period Pay Periods worked by all the Simplified Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Simplified Aggrieved Employee's PAGA Period Pay Periods. The Administrator will calculate the Individual PAGA Payment for the Chartwell Aggrieved Employees and the Insperity/Toll Aggrieved Employees by (a) dividing

the amount of the Aggrieved Employees' 25% share of the Net Settlement Amount minus the \$40,000 allocated to the Simplified Aggrieved Employees (i.e., \$56,750) by the total number of PAGA Period Pay Periods worked by all the Chartwell Aggrieved Employees and Insperity/Toll Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Chartwell Aggrieved Employee and Insperity/Toll Aggrieved Employee's PAGA Period Pay Periods. The Simplified Aggrieved Employees, the Chartwell Aggrieved Employees, and the Insperity/Toll Aggrieved Employees all assume full responsibility and liability for any taxes owed on their Individual PAGA Payment or their Simplified Aggrieved Employees Individual PAGA Payment.

3.2.5 The Administrator will report the Individual PAGA Payments and Simplified Aggrieved Employee Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Aggrieved Employees. Based on a review of its records to date, Defendants estimate there are 4,086 Aggrieved Employees (3,197 Simplified employees with 40,588 pay periods, 796 Chartwell employees with 8,795 pay periods, and 93 Insperity/Toll employees with 6,193 pay periods).
- 4.2 Aggrieved Employee Data. Within 30 days of the Effective Date, Defendants will simultaneously 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 have 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 30 days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the Simplified Aggrieved Employees Individual PAGA Payment, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment

shall not precede disbursement of Individual PAGA Payments and the Simplified Aggrieved Employees Individual PAGA Payments.

- 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and Simplified Aggrieved Employees 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 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 or Simplified Aggrieved Employees 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 or Simplified Aggrieved Employees 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, if any.

5. RELEASES OF CLAIMS.

- 5.1 Effective on the date when Defendants fully fund the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:
 - 5.1.1 Plaintiff's Release. Plaintiff and 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, transactions, or occurrences that occurred during, or before, the PAGA Period], including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's

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. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.1.2 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes 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.

- 5.1.3 Release by Chartwell Aggrieved Employees and Insperity/Toll Aggrieved Employees: All Chartwell Aggrieved Employees and Insperity/Toll 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 Operative Complaint and the PAGA Notice.
- 5.1.4 Release by Simplified Aggrieved Employees: All Simplified 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 for (1) failure to maintain temperature providing reasonable comfort in violation of labor code sections 1198, 6720, and the Wage Orders; and (2) failure to provide suitable seats in violation of labor code section 1198 and the Wage Orders, or reasonably could have been alleged based on these claims, based on the facts stated in the Operative Complaint and the PAGA Notice.
- 5.1.5 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 costs and attorneys' fees relating to the Released PAGA Claims by the Aggrieved Employees and the Simplified Aggrieved Employees.

- 5.2. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Toll, Chartwell, and Insperity all agree to release any claims against each other, including all claims for indemnity (except any claims set forth in a separate written agreement that have been agreed to by this date) as to all claims asserted in this Action that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice. Toll, Chartwell, and Insperity agree to all to bear their own fees and costs associated with their defense of this Action.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

The Parties agree to jointly prepare and file an application or motion for approval of this 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. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement, but will include note of the matters noted in Paragraph 2.6 identified by counsel for Toll.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Order to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement 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 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 Phoenix to serve as the Administrator and verified that, as a condition of appointment, Parties agree 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 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 its records, Defendants estimate that, as of the date of this Settlement Agreement, there are 4,086 Aggrieved Employees (3,197 Simplified employees, 796 Chartwell employees, and 93 Insperity/Toll employees) who were employed, or alleged to be employed by, Defendants during the PAGA Period. With respect to the Toll employees co-employed by Insperity, Toll represented at the mediation that there were approximately 5,631 pay periods at issue for the Aggrieved Employees in the relevant PAGA period between April 1, 2019 and December 15, 2020. If the actual number of pay periods at issue for the Insperity/Toll Aggrieved Employees increases by more than 10%, the gross Insperity/Toll portion of the PAGA settlement will increase proportionately by the increase over 10%, to be paid proportionately by both Toll and Insperity. For example, if the Total pay periods of the Insperity/Toll employees is 11% over the current estimate (6,251) pay periods, then Toll's portion of the Gross Settlement Amount will increase from \$400,000 to \$404,000 and Insperity's portion of the Gross Settlement Amount will increase from \$25,000 to \$25,250. Toll's calculation as of the date of this Settlement Agreement is that for the PAGA Period for the Insperity/Toll Aggrieved Employees there were 6,193 pay periods at issue, which is not more than 10% of the total provided at the mediation, thus, the escalator clause does not apply.

9. CONTINUING JURISDICTION OF THE COURT.

- 9.1 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.
- 9.2 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, 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.

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 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).
- 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 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA 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 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff 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 makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

- 10.13 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.
- 10.14 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.
- 10.15 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:
Counsel for Watson
Joseph Lavi (Jlavi@lelawfirm.com)
Vincent C. Granberry (VGranberry@lelawfirm.com)
Lavi & Ebrahimian, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211

To Defendants:
Counsel for Toll and Simplified
Stacey McKee Knight (stacey.knight@katten.com)
Tami Kameda Sims (tami.sims@katten.com)
Katten Muchin Rosenman LLP
2029 Century Park East, Suite 2600
Los Angeles, CA 90067

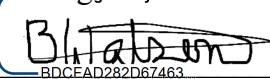
Counsel for Chartwell
Alexander L. Conti (aconti@conti-law.com)
Conti Law
23 Corporate Plaza Drive, Suite 150
Newport Beach, CA 92660

Counsel for Insperty
Avi M. Attal (aattal@kahanafeld.com)
Kahana Feld LLP
2603 Main Street, Suite 350
Irvine, CA 92614

10.16 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.

10.17 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 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.

Plaintiff ~~Bridgett~~ Watson

By: 
Bridgett Watson

Date: April 19, 2023

Defendants Toll Global Forwarding (USA), Inc., Toll Global Forwarding SCS (USA) Inc., and TGF Management Group Holdco Inc.

By: _____

Date: _____

Title: _____

Defendant Simplified Labor Staffing Solutions, Inc.

By: _____

Date: _____

Title: _____

Defendant Chartwell Staffing Services Inc.

By: _____

Date: _____

Title: _____

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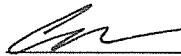
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Plaintiff Bridgett Watson

By: _____
Bridgett Watson

Date: _____

Defendants Toll Global Forwarding (USA), Inc., Toll Global Forwarding SCS (USA) Inc., and TGF Management Group Holdco Inc.

By:  CYNTHIA OLIVER

Date: 4/20/2023

Title: VP FINANCE

Defendant Simplified Labor Staffing Solutions, Inc.

By: _____

Date: _____

Title: _____

Defendant Chartwell Staffing Services Inc.

By: _____

Date: _____

Title: _____

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Plaintiff Bridgett Watson

By: _____
Bridgett Watson

Date: _____

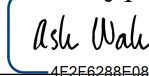
Defendants Toll Global Forwarding (USA), Inc., Toll Global Forwarding SCS (USA) Inc., and TGF Management Group Holdco Inc.

By: _____

Date: _____

Title: _____

Defendant Simplified Labor Staffing Solutions, Inc.

By:  _____
DocuSigned by: 4F2F6288E084444...

Date: 4/20/2023

Title: Ceo

Defendant Chartwell Staffing Services Inc.

By: _____

Date: _____

Title: _____

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Plaintiff Bridgett Watson

By: _____
Bridgett Watson

Date: _____

Defendants Toll Global Forwarding (USA), Inc., Toll Global Forwarding SCS (USA) Inc., and TGF Management Group Holdco Inc.

By: _____

Date: _____

Title: _____

Defendant Simplified Labor Staffing Solutions, Inc.

By: _____

Date: _____

Title: _____

Defendant Chartwell Staffing Services Inc.

By: W. Holmes Lilley, III

Date: 4/20/2023

Title: General Counsel

Defendant Insperity PEO Services, LP. (erroneously sued as Insperity Expense Management, Inc.)

By: 

Date: April 24, 2023

Title: EVP of Legal, General Counsel
and Secretary

Approved as to form:

By: _____

Vincent C. Granberry

Lavi & Ebrahimian, LLP

Attorneys for Plaintiff Bridget Watson, on behalf of herself and others similarly situated

Approved as to form:

By: _____

Tami Sims

Katten Muchin Rosenman LLP

Attorneys for Defendants Toll Global Forwarding (USA), Inc., Toll Global Forwarding SCS (USA) Inc., TGF Management Group Holdco Inc. and Simplified Labor Staffing Solutions, Inc.

Approved as to form:

By: _____

Alexander L. Conti

Conti Law

Attorneys for Defendant Chartwell Staffing Services Inc.

Approved as to form:

By: 

Avi M. Attal

Kahana & Feld LLP

Attorneys for Defendant Insperity PEO Services, L.P. (erroneously sued as Insperity Expense Management, Inc.)

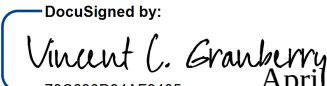
Defendant Insperity PEO Services, LP. (erroneously sued as Insperity Expense Management, Inc.)

By: _____

Date: _____

Title: _____

Approved as to form:

DocuSigned by:

By: 78C690D94AF8405... April 20, 2023

Vincent C. Granberry
Lavi & Ebrahimian, LLP
Attorneys for Plaintiff Bridget Watson, on behalf of herself and others similarly situated

Approved as to form:

By: _____

Tami Sims
Katten Muchin Rosenman LLP
Attorneys for Defendants Toll Global Forwarding (USA), Inc., Toll Global Forwarding SCS (USA) Inc., TGF Management Group Holdco Inc. and Simplified Labor Staffing Solutions, Inc.

Approved as to form:

By: _____

Alexander L. Conti
Conti Law
Attorneys for Defendant Chartwell Staffing Services Inc.

Approved as to form:

By: _____

Avi M. Attal
Kahana & Feld LLP
Attorneys for Defendant Insperity PEO Services, L.P. (erroneously sued as Insperity Expense Management, Inc.)

Defendant Insperity PEO Services, LP. (erroneously sued as Insperity Expense Management, Inc.)

By: _____

Date: _____

Title: _____

Approved as to form:

By: _____

Vincent C. Granberry

Lavi & Ebrahimian, LLP

Attorneys for Plaintiff Bridget Watson, on behalf of herself and others similarly situated

Approved as to form:

By:  _____

Tami Sims

Katten Muchin Rosenman LLP

Attorneys for Defendants Toll Global Forwarding (USA), Inc., Toll Global Forwarding SCS (USA) Inc., TGF Management Group Holdco Inc. and Simplified Labor Staffing Solutions, Inc.

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Alexander L. Conti

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Attorneys for Defendant Chartwell Staffing Services Inc.

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By: _____

Avi M. Attal

Kahana & Feld LLP

Attorneys for Defendant Insperity PEO Services, L.P. (erroneously sued as Insperity Expense Management, Inc.)

Defendant Insperity PEO Services, LP. (erroneously sued as Insperity Expense Management, Inc.)

By: _____

Date: _____

Title: _____

Approved as to form:

By: _____

Vincent C. Granberry

Lavi & Ebrahimi, LLP

Attorneys for Plaintiff Bridget Watson, on behalf of herself and others similarly situated

Approved as to form:

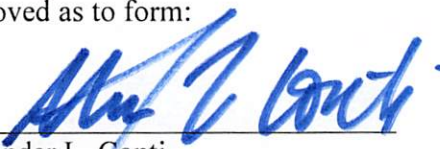
By: _____

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Attorneys for Defendants Toll Global Forwarding (USA), Inc., Toll Global Forwarding SCS (USA) Inc., TGF Management Group Holdco Inc. and Simplified Labor Staffing Solutions, Inc.

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Attorneys for Defendant Insperity PEO Services, L.P. (erroneously sued as Insperity Expense Management, Inc.)