PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Aurtis Wilson and Tashavea Walker ("Plaintiffs") and defendants Maersk Warehousing & Distribution Services USA LLC (formerly known as "Performance Team LLC") ("Maersk"), Performance Team Holdings Inc. ("PT Holdings") and Barrett Business Services, Inc. ("Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party."

1. <u>DEFINITIONS</u>.

1.1. "Action" means the Plaintiffs' lawsuit alleging wage and hour violations against Defendants captioned *Tashavea Walker v. Barrett Business Services, Inc. et al, LASC Case No. 20STCV39172* initiated on October 9, 2020 and pending in the Superior Court of the State of California, County of Los Angeles.

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

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Aggrieved Employee" means all hourly, non-exempt employees employed by Defendants at any Performance Team Location in California at any time during the PAGA Period.

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

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

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

1.8. "Defense Counsel" means Greenberg Traurig, LLP, counsel for Maersk Warehouse and Distribution Services USA LLC (formerly known as "Performance Team LLC") and Performance Team Holdings Inc., and Hirschfeld Kraemer LLP, counsel for Barrett Business Services, Inc.

1.9. “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) if there is no objection to the settlement, the day the Court enters Judgment; (b) if there is an objection to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.10. “Gross Settlement Amount” means $975,000.00 which is the total amount Defendants agree to pay under the Settlement.. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, any PAGA Representative Service Payment and the Administration Expenses Payment.

1.11. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. “Judgment” means the judgment entered by the Court based upon its approval of this Settlement with no finding of liability (“Final Approval”).

1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i)., to the LWDA PAGA Payment.

1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be allocated and paid to Aggrieved Employees as Individual PAGA Payments (25%) and to LWDA (75%).

1.16. “PAGA Counsel” means James Hawkins, APLC, Bradley/Grombacher LLP and Law Offices of Sahag Majarian III, the attorneys representing Plaintiffs Aurtis Wilson and Tashavea Walker.

1.17. “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.

1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants at a Performance Team location in California during at least one day during the PAGA Period.

1.19. "PAGA Period" means the period from April 1, 2019 to May 14, 2023.

1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698 et seq.).

1.21. "PAGA Notices" means Plaintiffs' letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.22. "PAGA Penalties" means the total amount of PAGA penalties to be paid from the Gross Settlement Amount, allocated as 25% of the Net Settlement Amount to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.23. "PAGA Representative Service Payment" is the amount equal to $10,000 per representative, subject to Court approval, to be paid to the named Plaintiffs in the Action for their service as PAGA Representatives.

1.24. "Plaintiffs" or the "PAGA Representatives" means Aurtis Wilson and Tashavea Walker, the named plaintiffs in the Action.

1.25. "Approval Order" means the proposed Court Order Granting Approval of the PAGA Settlement.

1.26. "Released PAGA Claims" means the claims being released as described in Section 5 below.

1.27. "Released Parties" means: Defendants and each of their affiliated entities, related companies, former and present owners, officers, shareholders or directors, direct and indirect parent companies, subsidiaries, successors, assigns, executives, employees, agents, attorneys, predecessors, payroll processing providers, payroll funding companies, or insurers.

1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.29. "Defendants" means Maersk Warehousing & Distribution Services USA LLC (formerly known as "Performance Team LLC"), Performance Team Holdings Inc. and Barrett Business Services, Inc.

1.30. "Performance Team Location" refers to any business or worksite at which employees worked or were assigned to perform work on behalf of Maersk

Warehousing & Distribution Services USA LLC (formerly Performance Team LLC) and/or PT Holdings.

2. RECITALS AND CONDITION PRECEDENT.

2.1. On October 2, 2020, Plaintiff Aurtis Wilson commenced an action, and later filed an amended complaint, captioned as *Aurtis Wilson v. Performance Team LLC*, Case No. 20STCV38046 in the Superior Court of the State of California, County of Los Angeles, alleging causes of action against Defendant Performance Team LLC (now known as Maersk Warehousing & Distribution Services USA LLC) for penalties and other relief under PAGA for failure to pay minimum wages, failure to pay overtime, failure to provide meal periods, failure to permit rest breaks, failure to pay wages due and payable during employment, failure to timely pay wages due on separation from employment, failure to provide accurate itemized wage statements, failure to keep accurate records, violations of Business & Professions Code § 17200, and failure to reimburse necessary business expenses.

2.2.On October 9, 2020, Plaintiff Tashevea Walker filed this action containing the same or similar allegations as Mr. Wilson's action, with the addition of a claim for failure to adopt standards that minimize excessive indoor heat.

2.3.Pursuant to stipulation by the Parties, Plaintiff Walker will file a First Amended Complaint in the form attached hereto as Exhibit A ("FAC") to (1) add Aurtis Wilson to the Action as a named Plaintiff; (2) add Maersk Warehousing & Distribution Services USA LLC (formerly known as "Performance Team LLC") as a defendant in the Action; (3) amend the pleadings so as to assert all causes action alleged in both the *Walker* and prior *Wilson* actions, including claims for failure to pay timely wages and failure to maintain accurate records, and (4) attaching Wilson and Walker's PAGA letters to the State. The First Amended Complaint will be the "Operative Complaint" in this Action. The Court's approval of the Parties' stipulation to amend the complaint and the filing of the FAC is a condition precedent of this Agreement. In the event that the Court does not allow Plaintiff Walker to amend the complaint as contemplated by this Agreement, or the FAC is not filed in the Action, this Agreement shall be void.

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

2.5. On November 4, 2021, the Parties participated in an all-day mediation presided over by Joel Grossman. The Parties did not reach a settlement that day. On October 26, 2022, the Parties participated in a second all-day mediation presided over by Ed Oster. Although the Parties did not reach a settlement that day, Mr. Oster continued to work with the Parties, which led to this Agreement to settle the Action.

2.6. Prior to mediations and continuing through negotiations of the Settlement, Plaintiffs obtained, through formal and informal discovery, a sampling of time and payroll records and policies applicable to Aggrieved Employees' employment. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Defendants promise to pay $975,000.00, and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.1.1. The Gross Settlement Amount shall be paid for by Defendants as follows:

(1) $875,000.00 to be paid by Maersk Warehousing & Distribution Services USA LLC;
(2) $100,000.00 to be paid by Barrett Business Services, Inc.
(3) If the ultimate settlement amount is reduced, Defendants shall equally reduce their contribution on a pro rata basis consistent with the allocations above. Under no circumstances shall either Defendants' contribution be increased.

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 its Final Approval:

3.2.1. To Plaintiffs: PAGA Representative Service Payment to the PAGA Representatives of not more than $10,000 for Plaintiff Aurtis Wilson and $10,000 for Plaintiff Tashavea Walker. Defendants will not oppose Plaintiffs' request for a PAGA Representative Service Payment that does not exceed this amount. As part of the motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment, Plaintiffs will seek Court approval for any PAGA Representative Service Payments no later than 16 court days prior to the date scheduled for the hearing seeking the Court's Approval. If the Court approves a PAGA Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the

PAGA Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the PAGA Representative Service Payment.

3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than $325,000 and a PAGA Counsel Litigation Expenses Payment of not more than $28,000. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file a motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment no later than 16 court days prior to the date scheduled for the hearing seeking the Court's Final Approval. 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 Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation 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.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $25,900 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 $25,900, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of 75% of the Net Settlement Amount (estimated to be about $432,075) allocated to the LWDA PAGA Payment and PAGA Penalties in the amount of 25% of the Net Settlement Amount (estimated to be $144,025) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of their records to date, Defendants estimate there are 3,436 Aggrieved Employees who worked a total of 137,162 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 21 days of execution of this Agreement by all Parties, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty up until the Effective Date, but not thereafter, to promptly notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted Aggrieved 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 LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payment. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment and the PAGA Representative Service Payment shall not precede disbursement of Individual PAGA Payments.

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

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all other 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 any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

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

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

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

5.1. <u>Plaintiffs' Release</u>. Plaintiffs and their 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 or arose during their respective employment with Defendants ("Plaintiffs' Release"). Plaintiffs hereby and forever release the Released Parties from, and agree not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, demand, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Plaintiffs may possess against any of the Released Parties arising from any omissions, acts, facts, or damages that have occurred up until and including the date the Approval Order is entered by the Court. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

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

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

5.2. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves, the LWDA, and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and circumstances stated in the Operative Complaint and the PAGA Notices.

5.3. 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 fees or expenses incurred in connection with the Operative Complaint, the PAGA Notices or the facts stated in the Operative Complaint or the PAGA Notices.

5.4. Reciprocal Release Between Defendants: Defendant Barrett Business Services, Inc. (on one hand) and Defendants Maersk Warehouse and Distribution Services USA LLC and Performance Team Holdings Inc. (on the other hand) reciprocally release each other and their current, former and future assigns, agents, representatives, officers, employees, directors, shareholders, members, partners, successors, predecessors, principals, owners, affiliates, attorneys, business entities, insurers, and all persons acting by, through, under or in concert with any of them, to the same extent as the releases set forth in this Agreement, including but not limited to any claims for contractual indemnity, equitable indemnity, implied indemnity, contribution, and/or comparative fault as to all such claims, related to claims or actions relating to or arising out of the Operative Complaint. This reciprocal release under section 5.4 is not intended to cover claims or causes of action unrelated to the causes of action alleged by Plaintiffs in the Operative Complaint or not covered by this Agreement. Likewise, this reciprocal release is not intended to serve as a release of any claims created by a breach of this Agreement.

6. **MOTION FOR APPROVAL OF SETTLEMENT**. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1. Plaintiffs' Responsibilities. Plaintiffs 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, Plaintiffs 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.

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

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

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

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

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

8.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the 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.

9. **ADDITIONAL PROVISIONS**.

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

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

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

9.4. 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, working in good faith to modify the Settlement Agreement to address concerns of the Court, 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.

9.5. 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.

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

9.7. 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.

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

9.9. 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.

9.10. 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.

9.11. 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.

9.12. 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 Aggrieved Employee Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Administrator discharges its obligation to pay out all Settlement funds, Plaintiffs and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

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

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

9.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or on the business day if sent by email or messenger and received prior to 5:00 PM PST (where given on a Saturday, Sunday or Holiday, or after 5:00 PM PST, email or messenger notices will be deemed given on the following business day), addressed as follows:

To Plaintiffs:

James R. Hawkins, Christina M. Lucio, and Mitchell Murray, JAMES HAWKINS APLC, 9880 Research Drive, Suite 200, Irvine, California 92618, (949) 387-7200, james@jameshawkinsaplc.com, christina@jameshawkinsaplc.com, mitchell@jameshawkinsaplc.com

Marcus J. Bradley, Kiley L. Grombacher, Lirit A. King, Esq., BRADLEY /GROMBACHER, LLP, 31365 Oak Crest Drive, Suite 240, Westlake Village, California 91361, (805) 270-7100, mbradley@bradleygrombacher.com, kgrombacher@bradleygrombacher.com, lking@bradleygrombacher.com

Sahag Majarian II, Esq., LAW OFFICES OF SAHAG MAJARIAN II, 18250 Ventura Boulevard, Tarzana, California 91356, (818) 609-0807, sahagii@aol.com.

To Defendants:

Mark D. Kemple, Michael A. Wertheim, Greenberg Traurig, LLP, 1840 Century Park East, Suite 1900, Los Angeles, CA 90067, (310) 586-7700, mark.kemple@gtlaw.com, michael.wertheim@gtlaw.com.

Gregory S. Glazer, Benjamin Treger, Hirschfeld Kraemer LLP, 233 Wilshire Boulevard, Suite 600, Santa Monica, CA 90401, (310) 255-0705, GGlazer@hkemploymentlaw.com, BTreger@hkemploymentlaw.com

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

9.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to 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.

Dated: Jul 31, 2023

PLAINTIFF AURTIS WILSON

Aurtis Wilson (Jul 31, 2023 12:20 PDT)

Aurtis Wilson

Dated: ____________________

PLAINTIFF TASHEVEA WALKER

____

Tashavea Walker

Dated: 8/02/2023

DEFENDANT MAERSK WAREHOUSING & DISTRIBUTION SERVICES USA LLC (f/k/a PERFORMANCE TEAM LLC)

By: Michael Scott

Dated: 8/4/2023

DEFENDANT PERFORMANCE TEAM HOLDINGS INC.

By: Craig Kaplan

Dated: ____________________

DEFENDANT BARRETT BUSINESS SERVICES, INC.

By: ____________________

Dated: ______________________ PLAINTIFF AURTIS WILSON

____

Aurtis Wilson

Dated: 8/1/2023 PLAINTIFF TASHEVEA WALKER

DocuSigned by:
Tashavea Walker
39048C158479434...

Tashavea Walker

Dated: ______________________ DEFENDANT MAERSK WAREHOUSING & DISTRIBUTION SERVICES USA LLC (f/k/a PERFORMANCE TEAM LLC)

By: ______________________

Dated: ______________________ DEFENDANT PERFORMANCE TEAM HOLDINGS INC.

By: ______________________

Dated: ______________________ DEFENDANT BARRETT BUSINESS SERVICES, INC.

By: ______________________

Dated: ______________________

PLAINTIFF AURTIS WILSON

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Aurtis Wilson

Dated: ______________________

PLAINTIFF TASHEVEA WALKER

____

Tashavea Walker

Dated: ______________________

DEFENDANT MAERSK WAREHOUSING & DISTRIBUTION SERVICES USA LLC (f/k/a PERFORMANCE TEAM LLC)

By: ______________________________

Dated: ______________________

DEFENDANT PERFORMANCE TEAM HOLDINGS INC.

By: ______________________________

Dated: July 31, 2023

DEFENDANT BARRETT BUSINESS SERVICES, INC.

By: ______________________________
Bryce Hanks
Corporate Counsel

APPROVED AS TO FORM

Dated: 08/02/2023

JAMES HAWKINS APLC

James R. Hawkins
Christina M. Lucio
Mitchell Murray
Attorneys for Plaintiffs Aurtis Wilson

Dated: ______________________

BRADLEY/GROMBACHER, LLP

Marcus J. Bradley
Kiley L. Grombacher
Attorneys for Plaintiffs Tashavea Walker

Dated: ______________________

GREENBERG TRAURIG, LLP

Mark D. Kemple
Michael A. Wertheim
Attorneys for Maersk Warehousing & Distribution Services USA LLC (f/k/a Performance Team LLC) and Performance Team Holdings Inc.

Dated: ______________________

HIRSCHFELD KRAEMER, LLP

Gregory S. Glazer
Benjamin J. Treger
Attorneys for Barrett Business Services, Inc.

APPROVED AS TO FORM

Dated: ______________________ JAMES HAWKINS APLC

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Christina M. Lucio
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Attorneys for Plaintiffs Aurtis Wilson

Dated: 8/1/2023 BRADLEY/GROMBACHER, LLP

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Dated: ______________________ GREENBERG TRAURIG, LLP

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Dated: ______________________ HIRSCHFELD KRAEMER, LLP

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JAMES HAWKINS APLC

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Dated: July 31, 2023

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