

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Amanda Bowers and Susan Tidwell ("Plaintiffs") and defendant ProLink Staffing Services, LLC ("ProLink"). The Agreement refers to Plaintiffs and ProLink collectively as "Parties," or individually as a "Party."

1. DEFINITIONS.

- 1.1 "Action" means the Plaintiffs' PAGA lawsuit alleging wage and hour violations against ProLink captioned *Amanda Bowers and Susan Tidwell v. ProLink Staffing Services, LLC*, Case No. 21STCV22188 initiated on June 14, 2021 and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2 "Administrator" means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.
- 1.4 "Aggrieved Employee(s)" means all non-exempt employees who work or worked for ProLink as healthcare professionals in California during the PAGA Period.
- 1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in ProLink's 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 "Approval Order" means the Court Order Granting Approval of the PAGA Settlement.
- 1.8 "Court" means the Superior Court of California, County of Los Angeles.
- 1.9 "Defense Counsel" means Akerman LLP.
- 1.10 "Effective Date" means the date by which the last of the following has occurred: 1) the Court has issued the Approval Order, dismissed Plaintiffs' PAGA claims with prejudice, and entered Judgment in accordance with the terms described herein; and 2) if the State of California, acting through the LWDA or any other administrative agency or official, or any third party timely objects to the Settlement or intervenes in the Action: (i) if there is an appeal of the Court's Judgment, the date the judgment

is affirmed on appeal, the date of dismissal of such appeal, (ii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment, which is 65 days after entry of Judgment.

- 1.11 "Gross Settlement Amount" means \$1,900,000, which is the total amount ProLink agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay the LWDA PAGA Payment, the Individual PAGA Payments to the Aggrieved Employees, PAGA Representative Service Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.
- 1.12 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13 "Judgment" means the judgment entered by the Court based upon the Approval Order.
- 1.14 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.15 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.16 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Representative Service Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder will be used to pay the LWDA PAGA Payment and the Individual PAGA Payments to the Aggrieved Employees.
- 1.17 "PAGA Counsel" means Shakouri Law Firm, the attorneys representing the Plaintiffs in the Action.
- 1.18 "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.
- 1.19 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for ProLink for at least one day during the PAGA Period.
- 1.20 "PAGA Period" means the period from April 8, 2020 to 60 days from the date this Agreement is signed, or the date of Approval Order, whichever occurs earlier.
- 1.21 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

- 1.22 "PAGA Notice" means Plaintiffs' April 8, 2021 letter to ProLink and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.23 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$280,750) and 75% to the LWDA (\$842,250) in settlement of PAGA claims.
- 1.24 "PAGA Representative Service Payments" mean the payments to the Plaintiffs for initiating the Action and providing services in support of the Action.
- 1.25 "Plaintiffs" means Amanda Bowers and Susan Tidwell, the named plaintiffs in the Action.
- 1.26 "ProLink" means named Defendant ProLink Staffing Services, LLC.
- 1.27 "Released PAGA Claims" means the claims being released by the Plaintiffs and PAGA Counsel as described in Paragraph 5 below.
- 1.28 "Released Parties" means ProLink, all entities affiliated with it, and its owners, agents, attorneys, insurers, past, present, and future divisions, affiliates, DBAs (if any), predecessors, successors, shareholders, officers, directors, managers, employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, healthcare facility clients, any and all facilities where any Aggrieved Employees performed work for ProLink, any and all entities that operate those facilities, any and all alleged joint employers, privies, and/or any and all persons and/or corporate entities acting by, through, under or in concert with any of them.
- 1.29 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1 On June 14, 2021, Plaintiffs commenced this Action by filing a Complaint alleging a single cause of action against ProLink for civil penalties pursuant to PAGA alleging labor code violations including, but not limited to: unpaid minimum wages, unpaid overtime, failure to pay for all hours worked, failure to authorize meal and rest periods, failure to reimburse for business expenses, failure to pay final wages upon termination, failure to furnish accurate wage statements, and failure to timely pay wages. On December 19, 2022, Plaintiffs filed a Second Amended Complaint ("SAC"). The SAC is the operative complaint in the Action (the "Operative Complaint"). ProLink denies the allegations in the Complaint and the Operative Complaint, denies any failure to comply with the laws identified in the Complaint and the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice to ProLink and the LWDA by sending the PAGA Notice.

- 2.3 On March, 23, 2023, ProLink filed a Cross-Complaint for Declaratory Relief against the Plaintiffs in the Action.
- 2.4 On July 21, 2021, the Parties participated in an all-day mediation presided over by Hon. Suzanne Segal (Retired). The Parties were unable to settle at mediation. The Parties engaged in direct negotiations during February 2023 but were unable to come to an agreement at that time. The Parties engaged in further settlement negotiations that commenced in July 2023 and continued into August 2023, which led to this Agreement to settle the Action.
- 2.5 Prior to negotiating the Settlement, Plaintiffs obtained, through formal and informal discovery, policies, personnel files, timecards, payroll data, contact information for a sample group, and information about the number of pay periods, client facilities, and the number of individuals in the PAGA group. Additionally, ProLink took the depositions of the named Plaintiffs and Plaintiffs took the depositions of ProLink's Person Most Knowledgeable as well as two percipient witnesses employed by ProLink.
- 2.6 PAGA Counsel and Defense Counsel are aware of one pending lawsuit and two pending PAGA notice letters which assert claims that will be extinguished by this Settlement, including: (1) *Hudson v. ProLink Healthcare, LLC, et al.*, San Francisco Superior Court Case No. CGC-23-606525; (2) the PAGA notice letter submitted to ProLink and the LWDA by Danielle Pisani dated June 22, 2023; and (3) the amended PAGA notice letter submitted to ProLink and the LWDA by Sarah Wilson, Stacey Sasyniuk, and Cortina Durant dated July 27, 2023.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, ProLink promises to pay \$1,900,000 and no more as the Gross Settlement Amount. ProLink has 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 ProLink.
- 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 Approval Order:
 - 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35%, which is currently estimated to be \$665,000, and PAGA Counsel Litigation Expenses Payment of not more than \$62,000. ProLink will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs 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 Plaintiffs' Counsel arising from any claim to any portion of the PAGA Counsel Fees 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 ProLink harmless, and indemnifies ProLink, 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 \$30,000, 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 \$30,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To Plaintiffs: PAGA Service Payments to each Plaintiff of not more than \$10,000 (in addition to any Individual PAGA Payment the Plaintiffs are each entitled to receive). ProLink will not oppose Plaintiffs' request for PAGA Representative Payments that do not exceed these amounts.

3.2.4 If the Court approves less than the amounts requested above, the Administrator will allocate the remainder to the Net Settlement Amount.

3.3 Payments from the Net Settlement Amount. The Administrator will make and deduct the following payments from the Net Settlement Amount:

3.3.1 75% of the PAGA Penalties in the amount of \$842,250 to be paid to the LWDA as the LWDA PAGA Payment.

3.3.2 25% of the PAGA Penalties in the amount of \$280,750 to be paid to the Aggrieved Employees as follows:

3.3.2.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$280,750) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's individual PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Aggrieved Employee Pay Periods. Based on a review of its records as of July 15, 2023, ProLink estimates there are 7,450 Aggrieved Employees who worked a total of 86,535 PAGA Pay Periods between April 8, 2020 and July 15, 2023.
- 4.2 Aggrieved Employee Data. Within 21 days of the Approval Order, ProLink 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. ProLink has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which ProLink 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. ProLink shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 21 days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 14 days after ProLink funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, PAGA Representative Service Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and PAGA Counsel Fees Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment and PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address

provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

- 4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.4.4 The payment of Individual PAGA Payments shall not obligate ProLink to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

- 5.1 Plaintiffs' Release. 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 any and all claims, transactions or occurrences, of any nature whatsoever, that occurred from the beginning of time through the PAGA Period, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Complaint, the Operative Complaint, and the PAGA Notice, including but not limited to claims for all alleged Labor Code and Wage Order violations specified therein ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now 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 Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if

known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint, the Operative Complaint, and the PAGA Notice, including but not limited to claims for all alleged Labor Code and Wage Order violations specified therein.

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 PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Complaint, the Operative Complaint and the PAGA Notice, including but not limited to claims for all alleged Labor Code and Wage Order violations specified therein.

5.4 Release by ProLink, all entities affiliated with it, and its owners, agents, attorneys, insurers, past, present, and future divisions, affiliates, DBAs (if any), predecessors, successors, shareholders, officers, directors, managers, employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, and subsidiaries (together the "ProLink Releasers"):

The ProLink Releasers release and discharge Plaintiffs from any and all claims, transactions or occurrences, of any nature whatsoever, that occurred from the beginning of time through the PAGA Period, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in ProLink's Cross-Complaint against Plaintiffs.

5.4.1 The ProLink Releasers' Waiver of Rights Under Civil Code Section 1542. For purposes of Release by the ProLink Releasers, the ProLink Releasers 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.

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 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (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 Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel's 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 (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 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.
- 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 Approval 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 CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, 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 to 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 PAY PERIODS. Based on a review of its records through July 15, 2023, ProLink estimates that Aggrieved Employees collectively worked a total of 86,535 Pay Periods. In the event the number of Pay Periods worked by Aggrieved Employees in the PAGA Period increases by more than 12% (i.e., 10,384), the Gross Settlement Amount will be increased proportionally. In other words, if the excess is 13%, the Gross Settlement Amount will increase by 1%, if the excess is 14%, the Gross Settlement Amount will increase by 2%.

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

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

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by ProLink that any of the allegations in the Complaint, the Operative Complaint, or the PAGA Notice have merit or that ProLink has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that ProLink's 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, ProLink reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest ProLink's 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 Plaintiffs and ProLink, 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 Plaintiffs, PAGA Counsel, ProLink, 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 Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by ProLink 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 California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from ProLink unless, prior to the Administrator's payment of all Settlement Funds, ProLink makes a written request to PAGA Counsel for the return, rather than the destruction, 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 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under

Code of Civil Procedure section 583.310 for the entire period of this settlement process.

DocuSigned by:

Amanda Bowers

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Amanda Bowers

For Plaintiff

8/21/2023

(date)

DocuSigned by:

Susan Tidwell

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Susan Tidwell

For Plaintiff

8/21/2023

(date)

Ashkan Shakouri

Ashkan Shakouri

Counsel For Plaintiffs

8/21/23

(date)

For ProLink Staffing Services, LLC

(date)

Counsel For ProLink Staffing
Services, LLC

(date)

Code of Civil Procedure section 583.310 for the entire period of this settlement process.

For Plaintiff

(date)

For Plaintiff

(date)

Counsel For Plaintiffs

(date)



Mark Arnett

For ProLink Staffing Services, LLC

Aug 21, 2023

(date)



Anthony Sbardellati

Counsel For ProLink Staffing
Services, LLC

August 21, 2023

(date)