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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

BEATRICE PECKICH, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

vs.

ACCURATE PERSONNEL, LLC, a limited
liability company; UNIS, LLC, a limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: CIVSB2126639

*[Assigned for All Purposes to Hon. Christian
Towns, Dept. S-26]*

PAGA SETTLEMENT AGREEMENT

Complaint Filed: September 9, 2021

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PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Settlement Agreement”) is made by and between Plaintiff Beatrice Peckich (“Plaintiff”), on behalf of herself and on behalf of the State of California and all Private Attorneys General Act (“PAGA”) Settlement Group Members, on the one hand, and Defendants Accurate Personnel, LLC (“Accurate”) and UNIS, LLC (“UNIS”) on behalf of themselves and all of their respective current and former owners, parents, subsidiaries, members, representatives, agents, insurers, officers, directors, and employees (“Defendants”), on the other hand (Plaintiff and Defendants are collectively referred herein as, the “Parties,” and individually as a “Party”), subject to the approval of the Court in accordance with California Labor Code section 2699(l)(2), upon and subject to the following terms and conditions.

I. DEFINITIONS

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

- A.** “Action” means the civil action titled *Beatrice Peckich v. Accurate Personnel, LLC*, San Bernardino Superior Court Case No.: CIVSB2126639 (the “Action”), pending before Superior Court of the State of California, for the County of San Bernardino (the “Court”).
- B.** “Complaint” means the Class Action and PAGA Complaint filed by Plaintiff on September 9, 2021, in the Action, and any allegations that Defendants violated Labor Code §§201-204, 226, 1194, 1197, and 1197.1.
- C.** “Court” means the Superior Court of California, County of San Bernardino.
- D.** “Covered Period” means the period of time from July 1, 2020 through the Court’s approval of the PAGA Settlement Agreement.
- E.** “Defendants” means the Defendants in this Action, Accurate Personnel, LLC and UNIS, LLC (“Defendants”).
- F.** “Defendants’ Counsel” means Andrea F. Oxman and Jing Tong of Jackson Lewis P.C., and Kenneth D. Watnick of Anderson McPharlin & Conners, LLP.

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- G.** “Effective Date” means the date by which all of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement (“Judgment”); (b) sixty-five days have passed since the Order Approving the PAGA Settlement; and (c) the Judgment has become final. The Judgment shall be deemed final as of the latest of the following: (i) the date the Court enters Judgment, or (ii) if any appeal, writ, or other appellate proceeding opposing the Court’s Order Approving the PAGA Settlement has been filed, five court days after such appeal, writ, or other appellate proceeding opposing the Settlement (as defined below) has been finally and conclusively dismissed or resolved without any material change to the Settlement and with no right to pursue further remedies or relief.
- H.** “Enhancement Award” means the total amount up to SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$7,500.00) to be paid to Plaintiff in exchange for a general release of claims against the Released Parties (as defined below), subject to the Court’s approval.
- I.** “First Amended Complaint” means the amended complaint that shall be filed by Plaintiff in the San Bernardino Superior Court and attached hereto as **Exhibit B**.
- J.** “Gross Settlement Amount” means the total amount to be paid by Defendants as provided by this Settlement Agreement. The Gross Settlement Amount is SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$75,000). The Gross Settlement Amount will cover (i) all Settlement Shares to PAGA Settlement Group Members; (ii) the Enhancement Award to Plaintiff; (iii) the LWDA Payment; (iv) Plaintiff’s Counsel’s payment for attorneys’ fees and attorneys’ expenses and costs; and (v) the Settlement Administrator’s fees and expenses.
- K.** “Judgment” means the judgment entered by the Court based upon its Order Approving the PAGA Settlement.
- L.** “LWDA” means the California Labor and Workforce Development Agency.

- 1 **M.** "LWDA Notice(s)" means the correspondence Plaintiff sent to the LWDA
2 pursuant to PAGA as described in Section II.A and Section II.H, below.
- 3 **N.** "LWDA Payment" means seventy-five percent (75%) of the Net Settlement (as
4 defined below), the portion of the payment from the Gross Settlement to be paid
5 to the LWDA under Labor Code section 2699(i).
- 6 **O.** "Net Settlement Amount" means the amount from the Gross Settlement Amount
7 that is available for distribution as Settlement Shares to PAGA Settlement Group
8 Members and the LWDA Payment after deduction for: (i) Plaintiff's Counsel's
9 payment for attorneys' fees and attorneys' expenses and costs, (ii) the
10 Enhancement Award to Plaintiff, and (ii) the Settlement Administrator's fees and
11 expenses. If any Settlement Share check is not timely cashed by a Settlement
12 Group Member, that share will be sent to the California State Controllers' Office
13 Unclaimed Property Fund in the name of the PAGA Settlement Group Member.
- 14 **P.** "PAGA" means the Private Attorneys General Act of 2004, California Labor Code
15 sections 2698 *et seq.*
- 16 **Q.** "PAGA Settlement Notice" means the notice of proposed settlement pursuant to
17 PAGA, substantially in the form attached hereto as **Exhibit A** to this Settlement
18 Agreement.
- 19 **R.** "PAGA Released Claims" means any and all claims under PAGA that were
20 alleged, or reasonably could have been alleged in Plaintiff's LWDA Notices and
21 Plaintiff's Representative PAGA Claim in the Complaint and First Amended
22 Complaint, or which could have been pled under the PAGA based on the factual
23 allegations in Plaintiff's LWDA Notices and Plaintiff's Representative PAGA
24 Claim in the Complaint and First Amended Complaint, that arose during the
25 Covered Period, including claims for civil penalties under PAGA for Defendants'
26 alleged failure to provide accurate itemized wage statements; failure to pay all
27 minimum, straight time wages, and overtime wages for all hours worked and
28 failing to pay Plaintiff her agreed-upon hourly rates; failure to timely pay all wages

during employment; failure to pay all wages at termination; failure to authorize and permit rest periods and pay rest period premiums; failure to reimburse and indemnify for business expenses; violations of California Labor Code §§201-204, 226, 226.7, 1194, 1197, 1197.1 and 2802; interest; and attorney’s fees, including attorney’s fees under California Code of Civil Procedure §1021.5; costs, and all other claims and allegations for civil penalties under PAGA.

S. “PAGA Settlement Group Members” means all individuals employed by Accurate in California in any hourly non-exempt capacity and who were placed at a warehouse operated by UNIS at any time during the Covered Period.

T. “Plaintiff” means the Plaintiff in the Action, Beatrice Peckich.

U. “Plaintiff’s Counsel” means Dennis S. Hyun of Hyun Legal, APC and William L. Marder of Polaris Law Group.

V. “Released Parties” means Defendants and their past, present and future officers, directors, employees, agents, board members, shareholders, attorneys, insurers, reinsurers, customers, partners, investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates, divisions, successors, agents, and principals, and their heirs, estates, executors, administrators, servants, insurers, attorneys, and assigns and any individual or entity that could be jointly liable with Defendants, and each of them. Each individual person or entity within the meaning of the term “Released Parties” shall be referred to as a “Released Party.”

W. “Settlement” means the disposition of the Action and all related claims effectuated by this Settlement Agreement.

X. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Court to administer the Settlement. The Parties have agreed to propose Apex Class Action Administration to serve in this capacity.

Y. “Settlement Agreement” means this PAGA Settlement Agreement.

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1 **Z.** “Settlement Fund Account” means the bank account established by the Settlement
2 Administrator pursuant to the terms of this Settlement Agreement, from which all
3 monies payable under the terms of this Settlement shall be paid, as set forth herein.

4 **AA.** “Settlement Share” means the portion of the Net Settlement Amount allocable to
5 each PAGA Settlement Group Member as provided by this Settlement Agreement.

6 **II. RECITALS**

7 **A.** On or about July 2, 2021, Plaintiff served a letter on the LWDA and Defendants
8 in accordance with the requirements of Labor Code section 2699.3, to notify the LWDA of alleged
9 violations by Defendants of the California Labor Code and seeking penalties based on Defendants
10 alleged: (1) failure to provide legally compliant itemized pay statements (Labor Code §226(a));
11 (2) failure to authorize and permit rest periods (Labor Code §226.7); (3) failure to pay wages
12 (Labor Code §§201-204, 226, 1194, 1197, 1197.1); and (4) failure to reimburse business expenses
13 (Labor Code §2802).

14 **B.** On September 9, 2021, Plaintiff filed a Complaint in the Superior Court of the
15 County of San Bernardino, commencing this Action. Plaintiff’s Complaint sought damages on
16 behalf of herself and on behalf of the following classes: all current and former California
17 employees who worked for Defendants at any time from September 9, 2017 through the present,
18 all current and former California employees who were paid any wages by Defendants at any time
19 from September 9, 2020 through the present, all current and former non-exempt California
20 employees who were paid less than the agreed-upon wage by Defendants at any time from
21 September 9, 2017 through the present, and all current and former non-exempt California
22 employees who worked any shifts 3.5 hours or longer for UNIS, LLC at any time from September
23 9, 2017 through the present. Plaintiff’s Complaint alleges the following violations of the
24 California Labor Code: (1) failure to provide accurate wage statements in violation of Labor Code
25 Section §226(a); (2) failure to pay agreed-upon hourly rates and failure to timely pay all wages
26 due and all wages due at separation in violation of Labor Code §§201-204, 226, 1194, 1197, and
27 1197.1; (3) failure to authorize and permit a rest periods in violation of Labor Code §226.7; (4)
28 failure to reimburse and indemnify for business expenses in violation of Labor Code §2802; (5)

violation of Labor Code 2698 *et. seq.* seeking penalties in violation of Labor Code §§201-204, 226, 226.7, 1194, 1197, 1197.1, 2802; and (6) unlawful or unfair business practices.

C. On April 29, 2022, Defendants filed motions to compel arbitration and to dismiss or stay the action pending completion of arbitration.

D. On June 20, 2022, the Court granted Defendants' motions to compel arbitration compelling Plaintiff's individual claims to arbitration and dismissing the class claims.

E. On August 29 and 30, 2022, Defendants filed motions to compel Plaintiff's individual PAGA claims to arbitration and to dismiss or stay Plaintiff's representative PAGA claim pending completion of arbitration.

F. On March 16, 2023, the Court granted Defendants' additional motions to compel arbitration compelling Plaintiff's individual PAGA claim to arbitration and staying Plaintiff's representative PAGA action.

G. On April 6, 2023, Plaintiff filed her demand for arbitration with the AAA.

H. On or about October 13, 2023, Plaintiff served an amended PAGA notice letter on the LWDA and Defendants in accordance with the requirements of Labor Code section 2699.3, to notify the LWDA of additional alleged violations by Defendants of the California Labor Code and seeking penalties based on Defendants alleged failure to pay all minimum and overtime wages for time spent undergoing security inspections (Labor Code §§201-204, 226, 510, 1194, 1197, 1197.1).

I. On November 27, 2023, Plaintiff filed a First Amended Demand with the AAA alleging that, in addition to the claims included in the original Demand, Defendants failed to pay all minimum and overtime wages for time spent undergoing security inspections in violation of Labor Code §§201-204, 226, 510, 1194, 1197, and 1197.1.

J. Plaintiff shall file her First Amended Complaint, attached hereto as Exhibit B, to include an alleged failure to pay all minimum and overtime wages for time spent undergoing security inspections (Labor Code §§201-204, 226, 510, 1194, 1197, 1197.1) within five days from the date of the execution of the Settlement Agreement by the Parties.

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K. The Parties have each independently analyzed and investigated the facts and law relevant to this case through informal discovery, including, but not limited to: the employment policies, procedures, and practices implicated by the Complaint and First Amended Complaint; Plaintiff's timekeeping and payroll records; and summaries of data pertaining to the number of workers allegedly affected by the PAGA claims and the associated pay periods.

L. The Parties agreed to mediate the case with Judge Carl West on November 11, 2024. However, on October 21, 2024, the Parties agreed to engage in informal settlement discussions and cancelled the scheduled mediation with Judge West.

M. The Parties understand the material risks of liability and damages of their respective positions, as well as the potential consequences of an adverse result in the Action. The Parties subsequently agreed to a complete resolution of the Action, pursuant to the terms and conditions in this Settlement Agreement.

N. This Settlement contemplates the entry of an Order by the Court approving the Settlement Share to the PAGA Settlement Group Members and the entry of judgment of dismissal consistent therewith.

III. SETTLEMENT TERMS AND CONDITIONS

A. Non-Admission. Nothing in this Settlement Agreement, nor the acts to be performed or judgments to be entered pursuant to or in further of the terms of this Settlement Agreement, shall be construed to be an admission by either Plaintiff that her claims do not have merit or by Defendants of any liability or wrongdoing as to and/or alleged by Plaintiff, the PAGA Settlement Group Members, each other, or any other person. Defendants specifically disclaim any such liability or wrongdoing. Defendants have denied and continue to deny each of the allegations in the Action in their entirety. Defendants have asserted and continue to assert defenses thereto and have expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Defendants also specifically deny that they have committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and

risks. Neither this Settlement Agreement, nor any action taken to carry out the terms of this Settlement Agreement, shall ever be construed as, offered, admitted, received, or deemed to be evidence in any civil, criminal, administrative, or other proceeding against either Defendant or any of the other Released Parties, or may be used as an admission, concession, or indication by or against either Defendant or any of the other Released Parties of any fault, wrongdoing, or liability whatsoever.

B. Gross Settlement Amount. Subject to the terms and conditions of this Settlement Agreement and the Court's approval, the Gross Settlement Amount is SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$75,000.00.) The funding of the Gross Settlement Amount will be resolved between the Defendants in the separate confidential contribution agreement ("Contribution Agreement"), which will include a full release of all claims alleged or that could have been alleged against each other related to Plaintiff's claims and any obligations by and among the Defendants related thereto, in connection therewith, or stemming therefrom. The Gross Settlement Amount will cover: (i) all Settlement Shares to be paid PAGA Settlement Group Members, (ii) the Enhancement Award to Plaintiff, (iii) the LWDA Payment, (iv) the Plaintiff's Counsel Fees and Expenses Payment, and (v) the Settlement Administrator's fees and expenses. The settlement is non-reversionary, such that the entire Gross Settlement Amount will be disbursed.

C. Net Settlement Amount. The Parties agree that the following amounts be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and PAGA Settlement Group Members: (1) Plaintiff's Counsel's payment for attorneys' fees and attorneys' expenses and costs; (2) the Enhancement Award to Plaintiff; and (3) the Settlement Administrator's fees and expenses incurred for administration of the Settlement.

D. Payment to Settlement Administrator. The Settlement Administrator proposed by the Parties is Apex Class Action Administration. The costs to administer the Settlement ("Administration Costs") shall not exceed the estimate provided by the Settlement Administrator in the amount of up to \$5,000.00. If the Court approves a payment of less than \$5,000.00 as the

Administration Costs, or if the actual cost to administer the Settlement is less than \$5,000.00, the difference will be added to the estimated Net Settlement Amount. Any and all payments to the Settlement Administrator shall be deducted exclusively from the Gross PAGA Settlement Amount. Notwithstanding any other term of this Settlement Agreement, any reduction by the Court of the Administration Costs shall not be sufficient grounds to void the Settlement Agreement.

E. Payment to LWDA. The Settlement Administrator shall pay to the LWDA 75% of the Net Settlement Amount, as required by California Labor Code section 2699(i).

F. Payment to Plaintiff's Counsel. Defendants will not oppose Plaintiff's Counsel's request to the Court to be paid: (1) 35% of the Gross Settlement Amount, or TWENTY-SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$26,250.00), as attorneys' fees, and (2) for attorneys' expenses and costs not to exceed FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000.00). In the event that less than 35% of the Gross Settlement Amount is awarded by the Court in attorneys' fees or the attorneys' expenses and costs amount awarded by the Court is less than the amount as set forth herein, the unawarded difference will be added to the estimated Net Settlement Amount and not to Plaintiff's Counsel or Defendants. The Settlement Administrator will issue to Plaintiff's Counsel a Form 1099 with respect to Plaintiff's Counsel's payment for attorneys' fees and attorneys' expenses and costs. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on the Plaintiff's Counsel's payment for attorneys' fees and attorneys' expenses and costs and agrees to hold Defendants harmless and indemnify Defendants from any dispute or controversy regarding payment for attorneys' fees and attorneys' expenses and costs. Notwithstanding any other term of this Settlement Agreement, any reduction by the Court of the payment to Plaintiff's Counsel for attorneys' fees and/or attorneys' expenses and costs shall not be sufficient grounds to void the Settlement Agreement. Except as set forth herein, each Party shall bear their own costs and fees of the Actions.

G. Plaintiff's Enhancement Award. Defendants will not oppose Plaintiff's request to the Court for an Enhancement Award that does not exceed SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00). If the Court approves an Enhancement Award less than the

amount requested, the Settlement Administrator will retain the remainder in the Net Settlement Amount and not to Plaintiff's Counsel or Defendants. The Settlement Administrator will pay Plaintiff's Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on the Enhancement Award and agrees to hold Defendants harmless and indemnify Defendants from any dispute or controversy regarding payment of Plaintiff's Enhancement Award. Notwithstanding any other term of this Settlement Agreement, any reduction by the Court of Plaintiff's Enhancement Award shall not be sufficient grounds to void the Settlement Agreement.

H. Settlement Shares to PAGA Settlement Group Members. Subject to the terms and conditions of this Settlement Agreement, the Settlement Administrator will allocate 25% of the Net Settlement Amount to be disbursed as Settlement Shares to the PAGA Settlement Group Members in proportion to the number of pay periods each PAGA Settlement Group Member worked for Defendants during the Covered Period, as required by California Labor Code section 2699(i). No deductions shall be taken, and a Form 1099 will be issued to each PAGA Settlement Group Member for his/her Settlement Share because the Action sought civil penalties and interest, only, and not actual wages. The Settlement Administrator will be responsible for issuing any 1099 or other tax forms as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Parties acknowledge and agree that Defendants are not responsible for any employer-side taxes in connection with any Settlement Share under this Settlement Agreement. The PAGA Settlement Group Members and Plaintiff agree to hold harmless Defendants, Settlement Administrator, Plaintiff's Counsel, and Defendants' Counsel for any tax liability, including penalties and interest, arising out of or relating to their failure to pay taxes on any amounts paid pursuant to this Settlement.

The Settlement Administrator will calculate each Settlement Share by (a) dividing the Net Settlement, less the LWDA Payment, by the total number of pay periods worked by all PAGA Settlement Group Members during the Covered Period and (b) multiplying the result by the number of pay periods worked by each PAGA Settlement Group Member during the Covered Period to determine each PAGA Settlement Group Member's Settlement Share.

1 If the total number of pay periods worked by the PAGA Settlement Group Members
2 during the Covered Period exceeds 2,058 (i.e., ten percent above the 1,871 pay periods that
3 Defendant Accurate reported to the Parties), Defendants at their sole discretion shall either:
4 increase the Gross Settlement Amount in proportion to the increase above ten percent (e.g., an 11
5 percent increase in pay periods will result in a 1 percent increase in the Gross Settlement Amount)
6 (the “Escalator Clause”) or (ii) elect to cut off the Covered Period as of the date the total pay
7 periods worked by PAGA Settlement Group Members during the Covered Period does not exceed
8 2,058.

9 **I. Appointment of Settlement Administrator.** The Parties have agreed to propose
10 Apex Class Action Administration as the Settlement Administrator to resolve disputes in
11 connection with the calculation of Settlement Shares in accordance with the Settlement; distribute
12 Settlement Shares and other payments due under the Settlement; and otherwise administer the
13 Settlement. The Settlement Administrator’s duties will include: establishing the Settlement Fund
14 Account; calculating each individual PAGA Settlement Group Member’s Settlement Share;
15 preparing, printing, and mailing the PAGA Settlement Notice to the PAGA Settlement Group
16 Members; conducting a National Change of Address search before mailing the PAGA Settlement
17 Notices and Settlement Share checks for each individual PAGA Settlement Group Member;
18 issuing all of the checks to effectuate the payments due under the Settlement; printing and
19 providing PAGA Settlement Group Members, Plaintiff, and PAGA Counsel with IRS Forms 1099
20 as required under this Settlement Agreement and applicable law; providing a due diligence
21 declaration upon completion of the terms of the Settlement if required by the Court; and otherwise
22 administering the Settlement pursuant to this Settlement Agreement or the Court’s orders. The
23 Settlement Administrator’s reasonable fees and expenses, including the cost of printing and
24 mailing the PAGA Settlement Notice, will be paid out of the Gross Settlement Amount.

25 **J. Procedure for Approving Settlement.**

26 **1. Motion for an Order Approving the Settlement.**

27 a. The Parties will cooperate in seeking approval of the Settlement.
28 Subject to Defendants’ review and approval prior to filing, Plaintiff will file a Motion for an Order

1 Approving PAGA Settlement (“PAGA Approval Motion”) within 60 days of the execution of the
2 Settlement Agreement by the Parties. Defendants will not oppose the PAGA Approval Motion,
3 provided it is consistent with this Settlement Agreement.

4 b. Pursuant to PAGA, on the date Plaintiff files the PAGA Approval
5 Motion, Plaintiff shall also submit to the LWDA the PAGA Settlement Notice substantially on
6 the form attached hereto as **Exhibit A**, along with a copy of to this Settlement Agreement. The
7 Parties intend and believe that providing notice of this Settlement to the LWDA in the manner
8 described herein satisfies the requirements of PAGA.

9 c. At any hearing on the PAGA Approval Motion, the Parties shall
10 jointly appear and support the granting of the PAGA Approval Motion.

11 d. Should the Court decline to approve this Settlement Agreement in
12 the form agreed to by the Parties, the Parties will meet and confer to address the Court’s questions
13 or concerns and determine whether resolution of the Action can be obtained in a manner that
14 addresses the Court’s questions or concerns. If no agreement can be reached, the Settlement
15 Agreement will be null and void and the Parties will have no further obligations under it and shall
16 return to the positions they held prior to entering into this Settlement Agreement. For the
17 avoidance of doubt, any award by the Court of lesser amounts than requested for the Plaintiff’s
18 Counsel’s Fees and Expenses Payment or the Plaintiff’s Enhancement Award shall not be
19 considered a material change to the Settlement Agreement.

20 **2. Waiver of Right to Appeal.** Provided that the final Judgment of the
21 Action is consistent with the terms and conditions of this Settlement Agreement, Plaintiff,
22 Defendants, and their respective counsel hereby waive any and all rights to appeal in connection
23 with any issue in the Judgment, including all rights to any post-dismissal proceeding or appellate
24 proceeding, such as a motion to vacate or set-aside judgment, a motion for new trial, and any
25 extraordinary writ, and the Judgment therefore will become non-appealable at the time it is
26 entered. The waiver of appeal does not include any waiver of the right to oppose any appeal,
27 appellate proceedings, or post-dismissal proceedings. This paragraph does not preclude Plaintiff
28 or Plaintiff’s Counsel from appealing from a refusal by the Court to award Plaintiff’s Counsel’s

1 payment for attorneys' fees and attorneys' expenses and costs. If an appeal is taken, the time for
2 consummating the Settlement (including making payments under the Settlement) will be
3 suspended until such time as the appeal is finally resolved and the disposition of the Action
4 becomes final.

5 **3. Vacating, Reversal, or Material Modification of Dismissal on Appeal**
6 **or Review.** If, after a notice of appeal, a petition for *certiorari* or review, or any other motion,
7 petition, or application, the reviewing court vacates, reverses, or modifies the disposition of this
8 Action such that there is a material change to the Settlement, and that court's decision is not
9 completely reversed and the disposition of this Action is not fully affirmed on review by a higher
10 court, then either Plaintiff or Defendants will have the right to void the Settlement. The electing
11 Party must do so by providing written notice to the other Parties, the reviewing court, and the
12 Court within thirty (30) days after the reviewing court's decision vacating, reversing, or materially
13 modifying the disposition of this Action becomes final. For the avoidance of doubt, a vacation,
14 reversal, or modification of the Court's award of Plaintiff's Counsel's Fees and Expenses
15 Payment or Plaintiff's Enhancement Award will not constitute a material modification of the
16 disposition of this Action within the meaning of this paragraph, although Plaintiff and/or
17 Plaintiff's Counsel have the right to appeal any reduction or denial of the Plaintiff's Counsel's
18 Fees and Expenses Payment or Plaintiff's Enhancement Award.

19 **4. Timing of Settlement Payments.** Within seven (7) days after the Court
20 signs an Order Approving the PAGA Settlement the Settlement Administrator will provide
21 Defendants with wire transfer information. The Gross Settlement Amount totaling SEVENTY-
22 FIVE THOUSAND (\$75,000.00), shall be deposited by Defendants with the Settlement
23 Administrator within thirty (30) days after the Effective Date.

24 **5.** Within forty-five (45) days after the Effective Date and within fifteen (15)
25 days of receiving the Gross Settlement, the Settlement Administrator shall pay the Settlement
26 Shares to PAGA Settlement Group Members and every PAGA Settlement Group Member the
27 PAGA Settlement Notice (*see* Exhibit A) and Plaintiff's enhancement and individual statutory
28 wage claims. The remainder of the Gross Settlement shall be held in trust and within fifteen (15)

days of receiving the Gross Settlement, the Settlement Administrator shall pay: (1) the LWDA Payment; (2) Plaintiff's Counsel's Fees and Expenses Payment; and (2) the Settlement Administrator's fees and expenses.

6. Uncashed Settlement Share Checks. A PAGA Settlement Group Member must cash his or her Settlement Share check within 180 calendar days after it is mailed to him or her or his or her Settlement Share check will be void. If the Settlement Share payment is void, the Settlement Administrator will send that PAGA Settlement Group Member's Settlement Share to the State Controller's Unclaimed Property Fund in the PAGA Settlement Group Member's name, and the PAGA Settlement Group Member shall remain bound by the Settlement regardless of whether they cash their check representing their Settlement Share check.

K. Release and Waiver of Claims. Plaintiff, PAGA Settlement Group Members, and Plaintiff's Counsel will release all claims alleged in the Action against all Released Parties as follows:

1. Plaintiff's Release. In addition to the release of PAGA Released Claims against the Released Parties made by Plaintiff as a proxy and agent for the LWDA on behalf of all PAGA Settlement Group Members, as set forth above, Plaintiff, in her individual capacity further agrees that in exchange for Defendants' payment to Plaintiff of the Court-approved Enhancement Award, to release the Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, arising as of the date of execution of this Settlement Agreement, including, but not limited to, claims arising from or related to her work performed for Defendants and her compensation while performing work for Defendants ("Plaintiff's Released Claims"). Plaintiff's Released Claims include, but are not limited to, all of the PAGA Released Claims and any other claims arising under the California Labor Code; any claim arising out the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. section 201 et. seq., and federal common law; all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state or local laws for discrimination, harassment, and wrongful termination, including but not limited to, 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disability Act, the Age Discrimination in

1 Employment Act, the California Fair Employment and Housing Act, the California Labor Code,
2 and the law of contract and tort. This release excludes the release of claims not permitted to be
3 released by law including without limitation, any claims for workers' compensation benefits.

4 Plaintiff's Released Claims include all claims, whether unknown or unknown. Even if
5 Plaintiff discovers facts in addition to or different from those she now knows or believes to be
6 true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain
7 released and forever barred. To effect a full and complete general release as described above,
8 Plaintiff expressly waives and relinquishes all rights and benefits of Section 1542 of the Civil
9 Code of the State of California and does so understanding and acknowledging the significance
10 and consequence of specifically waiving Section 1542. Section 1542 of the Civil Code of the
11 State of California states as follows:

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

16 Thus, notwithstanding the provisions of Section 1542, and to implement a full and
17 complete release and discharge of Released Parties, Plaintiff expressly acknowledges this
18 Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff
19 does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement
20 Agreement and that this Settlement Agreement contemplates the extinguishment of any such
21 claims. Plaintiff warrants that Plaintiff has read this Settlement Agreement, including this waiver
22 of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity
23 to consult with counsel of Plaintiff's choosing regarding this Settlement Agreement and
24 specifically about the waiver of Section 1542, and that Plaintiff understands this Settlement
25 Agreement and the Section 1542 waiver, and so Plaintiff freely and knowingly enter into this
26 Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts
27 different from or in addition to those Plaintiff now knows or believes to be true regarding the
28 matters released or described in this Settlement Agreement, and even so Plaintiff agrees that the
releases and agreements contained in this Settlement Agreement shall remain effective in all
respects notwithstanding any later discovery of any different or additional facts. Plaintiff

expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, dispute, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

2. PAGA Settlement Group Members Release. All PAGA Settlement Group Members 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, attorneys fees and costs that were alleged in, or arising out of the facts asserted in the Action, and/or the LWDA Notices, during the Covered Period, including the PAGA Released Claims and any other claims for civil penalties under PAGA that were alleged in or, arise out of the facts asserted in, or which could have been asserted in the Action and/or LWDA Notices.

3. Effect of Stipulation of Settlement. If the Settlement is approved, it shall operate as a full, complete, and final release of all the PAGA Released Claims of the Plaintiff and PAGA Settlement Group Members, and all releasing parties. Additionally, the Settlement shall operate as a full, complete, and final release of the PAGA Released Claims by the LWDA (through Plaintiff as a proxy and agent) on behalf of all PAGA Settlement Group Members, who worked for Defendants during the Covered Period, regardless of whether any such PAGA Settlement Group Member submits a request for exclusion from the Settlement.

4. No Other Liability. The Settlement Agreement shall be in full settlement, compromise, release and discharge of the PAGA Released Claims by the Plaintiff, and the Released Parties shall have no further or other liability or obligation to any PAGA Settlement Group Member, Plaintiff, or any other releasing party with respect to the PAGA Released Claims, except as expressly provided herein.

L. No Effect on Other Benefits. The payment to PAGA Settlement Group Members will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Settlement Agreement to Plaintiff or the PAGA Settlement Group Members, and the PAGA Settlement Group Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Settlement Agreement.

1 **M. Confidentiality Preceding Filing of Settlement Agreement.** Prior to filing this
2 Settlement Agreement, Plaintiff will not issue any press or other media releases or have any
3 communication with the press or media or anyone other than financial advisors, retained experts,
4 the LWDA, and vendors related to settlement administration, regarding the Settlement. If, before
5 the filing of the Settlement Agreement and PAGA Approval Motion, Plaintiff or her attorneys
6 disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms
7 of the Settlement Agreement except as required by law or to effect the Settlement Agreement,
8 either of the Defendants may rescind the Settlement Agreement, rendering it null and void.
9 Plaintiff further agrees that she will instruct her attorneys not to disclose the terms of this
10 Settlement Agreement other than as necessary in connection with the PAGA Approval Motion.

11 **N. Miscellaneous Terms.**

12 **1. No Admission of Liability.**

13 a. Defendants deny that they have engaged in any unlawful activity,
14 have failed to comply with the law in any respect, or have any liability to anyone under the claims
15 asserted in the Action or the LWDA Notices. This Settlement Agreement is entered into solely
16 for the purpose of compromising highly disputed claims. Nothing in this Settlement Agreement
17 is intended or will be construed as an admission of liability or wrongdoing by Defendants, an
18 admission by Plaintiff that any of her claims were non-meritorious, or any defense asserted by
19 Defendants was meritorious. This Settlement and the fact that Plaintiff and Defendants were
20 willing to settle the Action will have no bearing on, and will not be admissible in connection with,
21 any litigation (other than solely in connection with the Settlement).

22 b. Whether or not the disposition of this Action becomes final,
23 nothing in this Settlement Agreement, any document, statement, proceeding or conduct related to
24 the Settlement or the Settlement Agreement, or any reports or accounting of those matters, will
25 be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for
26 any purpose adverse to Defendants, including but not limited to, evidence of a presumption,
27 concession, indication or admission by any of the Released Parties of any liability, fault,
28 wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence

1 against any of the Released Parties, in any further proceeding in the Action, or any other civil,
2 criminal or administrative action or proceeding except for purposes of effectuating the Settlement
3 pursuant to this Settlement Agreement.

4 c. This section and all other provisions of this Settlement Agreement
5 notwithstanding, any and all provisions of this Settlement Agreement may be admitted in
6 evidence and otherwise used in any and all proceedings to enforce any or all terms of this
7 Settlement Agreement, or in defense of any claims released or barred by this Settlement
8 Agreement.

9 **2. No Tax Advice.** Neither Plaintiff, Plaintiff's Counsel, Defendants, nor
10 Defendants' Counsel are making any representations or warranties with respect to tax
11 consequences of any payment under this Settlement nor are they providing any advice regarding
12 taxes or taxability, nor shall anything in this Settlement Agreement or Settlement be relied upon
13 as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10,
14 amended) or otherwise. Plaintiff, PAGA Counsel, and each PAGA Settlement Group Member
15 will be solely responsible for paying all applicable state, local, and federal income taxes on all
16 amounts received pursuant to this Settlement, and they shall not seek any indemnification from
17 the Released Parties in this regard.

18 **3. Integrated Agreement.** After this Settlement Agreement is signed and
19 delivered by all Parties and their counsel, this Settlement Agreement and its exhibits will
20 constitute the entire agreement between the Parties relating to the Settlement, and it will then be
21 deemed that no oral representations, warranties, covenants, or inducements have been made to
22 any Party concerning this Settlement Agreement or its exhibits other than the representations,
23 warranties, covenants, and inducements expressly stated in this Settlement Agreement and its
24 exhibits.

25 **4. Attorney Authorization.** Plaintiff's Counsel and Defendants' Counsel
26 each warrant and represent that they are authorized by their respective clients to take all
27 appropriate action required or permitted to be taken by such Parties pursuant to this Settlement
28 Agreement to effectuate its terms, and to execute any other documents required to effectuate the

1 terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other
2 and use their best efforts to affect the implementation of the Settlement. In the event the Parties
3 are unable to reach agreement on the form or content of any document needed to implement the
4 Settlement Agreement, or on any supplemental provisions that may become necessary to
5 effectuate the terms of this Settlement Agreement, the Parties will seek the assistance of the Court
6 or mediator, and in all cases, all such documents, supplemental provisions and assistance of the
7 Court will be consistent with this Settlement Agreement. No attorney for any Party is a party to
8 this Settlement Agreement and will not be liable for any Party's breach of any of the terms of this
9 Settlement Agreement.

10 **5. Modification of Agreement.** This Settlement Agreement, and any and all
11 parts of it, may be amended, modified, changed, or waived only by an express written instrument
12 signed by all Parties or their successors-in-interest.

13 **6. Agreement Binding on Successors.** This Settlement Agreement will be
14 binding upon, and inure to the benefit of, the successors of each of the Parties hereto, any and all
15 Released Parties and their respective heirs, trustees, executors, administrators, successors,
16 purchasers, and assigns.

17 **7. Applicable Law.** All terms and conditions of this Settlement Agreement
18 and its exhibits will be governed by and interpreted according to the laws of the State of
19 California, without giving effect to any conflict of law principles or choice of law principles.

20 **8. Judgment and Continued Jurisdiction.** After approval of this
21 Settlement, the Parties agree that the Court shall retain continuing jurisdiction over this case under
22 California Code of Civil Procedure section 664.6 to ensure the continuing implementation of the
23 provisions of this settlement. In the event any party brings an action to enforce any of the terms
24 of this Agreement, the prevailing party shall be entitled to its/her reasonable attorneys' fees and
25 costs. Moreover, in the event that the Court does not approve the Settlement, or if the Final Order
26 and Judgment is reversed on appeal, then there shall be no Effective Date and this Settlement
27 Agreement shall become null and void.

28 ///

9. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Settlement Agreement. This Settlement Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10. Fair Settlement. The Parties and their respective counsel believe and warrant that this Settlement Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Settlement Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

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

12. Notice. All notices, demands or other communications given under this Settlement Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Settlement Group:

William L. Marder
POLARIS LAW GROUP
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: (831) 531-4214
Facsimile: (831) 634-0333
bill@polarislawgroup.com

Dennis S. Hyun
HYUN LEGAL, APC
515 S. Figueroa Street, Suite 1250
San Bernardino, CA 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554
dhyun@hyunlegal.com

To Defendant ACCURATE PERSONNEL, LLC:

Andrea F. Oxman (SBN 252646)
Jing Tong (SBN 285061)
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2800
Los Angeles, California 90017-5408
Telephone: (213) 689-0404
Facsimile: (213) 689-0430

Andrea.Oxman@jacksonlewis.com
Jing.Tong@jacksonlewis.com

To Defendant UNIS, LLC:

Kenneth D. Watnick
ANDERSON MCPHARLIN & CONNERS LLP
707 Wilshire Blvd., Ste 4000
Los Angeles, CA 90017-3623
Telephone: (213) 236-1627
Facsimile: (213) 622-7594
kdw@amclaw.com

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

14. Execution in Counterparts. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Settlement Agreement. The Parties agree this Settlement Agreement may be signed electronically using “DocuSign,” “Adobe Sign” or other verifiable electronic signature program, pursuant to California Civil Code Section 1633.7, and that any party using such electronic signature program will retain any and all documents related to the signature process for purposes of authenticating the signature.

15. Plaintiff’s Responsibility. Plaintiff will prepare and deliver to Defendants’ Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699(f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Settlement 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 PAGA Settlement Group Members 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 PAGA Settlement Group Members or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defendants’ Counsel; (iii) a signed declaration from Plaintiff’s Counsel

attesting to timely transmission to the LWDA of all necessary PAGA documents [LWDA Notices (Labor Code section 2699.3, subd. (a)), First Amended Complaint (Labor Code section 2699(l)(1)), and this Settlement Agreement (Labor Code section 2699 (l)(2))]; and (iv) all facts relevant to any actual or potential conflict of interest with PAGA Settlement Group Members and/or the Settlement Administrator.

16. Responsibilities of Counsel. Plaintiff's Counsel and Defendants' Counsel are jointly responsible for expeditiously finalizing and filing the PAGA Approval Motion, and if necessary, obtaining a prompt hearing date for the PAGA Approval Motion and appearing in Court to advocate in favor of the PAGA Approval Motion. Plaintiff's Counsel is responsible for delivering the Court's Order Approving the PAGA Settlement to the Settlement Administrator.

17. Stay of Litigation. The Parties agree that upon the execution of this Settlement Agreement the litigation shall be stayed, except to effectuate the terms of this Settlement Agreement.

[Signature Page Follows]

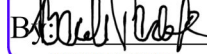
EXECUTION BY PARTIES

The Parties each acknowledge that they have read the foregoing Settlement Agreement, accept, and agree to the provisions contained in this Settlement Agreement and hereby execute it voluntarily and with full understanding of its consequences.

Dated: 8/25/2025

BEATRICE PECKICH

Signed by:

By: 

Plaintiff, Beatrice Peckich

Dated:

UNIS, LLC

By: _____

Dated:

ACCURATE PERSONNEL, LLC

By: _____

John Gonnella
General Counsel

4927-4331-8881, v. 1

EXECUTION BY PARTIES

The Parties each acknowledge that they have read the foregoing Settlement Agreement, accept, and agree to the provisions contained in this Settlement Agreement and hereby execute it voluntarily and with full understanding of its consequences.

Dated: BEATRICE PECKICH
By: _____
Plaintiff, Beatrice Peckich

Dated: August 26, 2025 UNIS, LLC
By:  _____
James Lin

Dated: August 25, 2025 ACCURATE PERSONNEL, LLC
By:  _____
John Gonnella
General Counsel

EXHIBIT “A”

TRANSMITTAL OF INDIVIDUAL SETTLEMENT AWARD

BEATRICE PECKICH v. ACCURATE PERSONNEL, LLC. et. al.
Superior Court of the State of California for the County of SAN BERNARDINO
Case No. CIVSB2126639

Enclosed with this letter is a settlement check being paid to you pursuant to a settlement of a lawsuit filed in the San Bernardino County Superior Court, *BEATRICE PECKICH v. ACCURATE PERSONNEL, LLC. et. al.*, Case No.: CIVSB2126639 (the “Litigation” or “Lawsuit”).

The Litigation sought to recover civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), which is codified at California Labor Code section 2698 *et seq.*, against Accurate Personnel, LLC and UNIS, LLC (“Defendants”) for purported underpayment of wages and non-compliance with the California Labor Code on behalf of the State of California and all current and former non-exempt employees throughout California from July 1, 2020 through the Court’s approval of the PAGA settlement agreement.

Defendants denied Plaintiff’s allegations and disputed all of Plaintiff’s claims and asserts that it has complied with all Labor Code requirements. Without Defendants admitting any of the alleged claims, the parties ultimately reached a settlement which considers the uncertainties and risks of proceeding with litigation.

The merits of the Lawsuit have not been determined. On _____, 2026, the San Bernardino County Superior Court approved a settlement of the Litigation. The payment which accompanies this letter is made to you pursuant to the terms of the Settlement Agreement. You may not opt out of or object to the settlement.

Do not call or contact the San Bernardino County Superior Court about this letter, the settlement, the settlement check sent to you, or the Lawsuit in general. If you have questions about this letter, the settlement, the settlement check sent to you, or the Lawsuit in general, you may contact the Settlement Administrator at [INSERT CONTACT INFORMATION.]

Dated: [insert date]