

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Lauren Edwards and Jaron Haygood (“Plaintiffs”) and Defendant CareerStaff Unlimited, LLC (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means Plaintiff Lauren Edwards’ PAGA lawsuit alleging wage and hour violations against Defendant captioned *Lauren Edwards v. CareerStaff Unlimited, LLC, et al.*, case number 30-2020-01176349-CU-OE-CXC, initiated on December 28, 2020 and pending in Superior Court of the State of California, County of Orange.

1.2. “Administrator” means Simpluris, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount of Administrator that 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 in the amount of \$8,000.

1.4. “Aggrieved Employee” means all non-exempt employees who worked for Defendant in California during the PAGA Period.

1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’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 proposed Court Order Granting Approval of the PAGA Settlement.

1.8. “Court” means the Superior Court of California, County of Orange.

1.9. “Defendant” means named Defendant CareerStaff Unlimited, LLC.

1.10. “Defense Counsel” means Lara C. de Leon, Matthew Scholl, and Romina Tamiry of Constangy, Brooks, Smith & Prophete, LLP.

1.11. “Effective Date” means the date that is sixty-five (65) days after the date on which the Court enters Judgment, unless there is an appeal. If there is an appeal, the Effective Date will be the date on which (a) all such appeals have been dismissed; or (b) the appropriate Court of Appeals has entered a final judgment affirming the Approval Order and Judgment, which (i) is no longer subject to any further appellate challenge, or (ii) has been affirmed by the California Supreme Court.

1.12. “Gross Settlement Amount” means \$825,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. 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, and the Administrator’s Expenses Payment.

1.13. “*Haygood* Action” means the Plaintiff Jaron Haygood’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Jaron Haygood v. CareerStaff Unlimited, LLC, et al.*, case number 37-2022-00003330-CU-OE-CTL, initiated on January 26, 2022, and pending in Superior Court of the State of California, County of San Diego.

1.14. “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.

1.15. “Judgment” means the judgment entered by the Court based upon the Approval Order. The Judgment will have res judicata effect as to the Released Claims for all Aggrieved Employees, who will have no right to opt-out of this Settlement.

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

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

1.18. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.19. “PAGA Counsel” means Michael Crosner, Zachary Crosner, Blake Jones, and Nikki Trenner of Crosner Legal, PC, the attorneys representing the Plaintiffs Lauren Edwards and Jaron Haygood.

1.20. “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 and the *Haygood* Action.

1.21. “PAGA Representative Enhancement Payment” means the payment to the Plaintiffs for initiating the Action and providing services in support of the Action.

1.22. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.3. “PAGA Period” means the period from October 24, 2019 to October 9, 2022.

1.24. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.25. “PAGA Notice” means Plaintiff Lauren Edwards’ October 7, 2020 and April 19, 2021 letters to Defendant and the LWDA and Plaintiff Jaron Haygood’s September 30, 2021 and October 11, 2021 letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.26. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.27. “Plaintiffs” means the named Plaintiffs Lauren Edwards and Jaron Haygood.

1.28. “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5 below.

1.29. “Released Entities” means: Defendant CareerStaff Unlimited, LLC, GHC Payroll, LLC, Genesis Administrative Services, LLC, Genesis Healthcare Inc., Genesis Healthcare, LLC, and Reyes Coca-Cola Bottling, LLC (together, “Named Defendants”), and each of their respective affiliated entities, officers, directors, representatives, owners, partners, subsidiaries, parent companies, joint venturers, insurers, agents, vendors, members, joint employers, predecessors, managers, servants, successors-in-interest, assigns, and current and former employees, and all persons or entities acting in concert with or affiliated with any of them, as well as each client of the Named Defendants where Plaintiffs or any of the Aggrieved Employees performed work on behalf of one or more of the Named Defendants during the Release Period, including each of these client’s respective affiliated entities, officer, directors, representatives, owners, partners, subsidiaries, parent companies, joint venturers, insurers, agents, vendors, members, joint employers, predecessors, managers, servants, successors-in-interest, assigns, and current and former employees, and all persons or entities acting in concert with or affiliated with any of them.

1.30. “Settlement” means the disposition of the Action and the *Haygood* Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.2. On December 28, 2020, Plaintiff Lauren Edwards commenced this Action by filing a Complaint alleging a cause of action under the PAGA against Defendant and Reyes Coca-Cola Bottling, LLC. On March 22, 2021, Plaintiff Lauren Edwards filed a First Amended Complaint alleging a cause of action under the PAGA against Defendant and Reyes Coca-Cola Bottling, LLC for failure to authorize and permit meal periods; failure to provide rest periods; failure to pay minimum wage for all hours worked; failure to pay overtime; failure to provide accurate, itemized wage statements; failure to keep accurate and complete business records; failure to provide paid sick leave; failure to provide notice of paid sick leave rights; unlawful labor conditions; failure to timely pay wages during employment; and failure to timely pay wages upon termination.

Defendant answered the First Amended Complaint on June 2, 2021. In its answer, Defendant denied generally and specifically all claims raised in the First Amended Complaint. Plaintiff Lauren Edwards filed a Request to Dismiss Defendant Reyes Coca-Cola Bottling, LLC on August 26, 2021.

2.3. On January 26, 2022, Plaintiff Jaron Haygood commenced the Haygood Action by filing a Complaint alleging a cause of action under the PAGA against Defendant, GHC Payroll, LLC, Genesis Administrative Services, LLC, Genesis Healthcare, Inc., and Genesis Healthcare, LLC in the Superior Court for the County of San Diego for failure to pay minimum wage for all hours worked; failure to pay overtime; failure to authorize and permit meal periods; failure to provide rest periods; failure to reimburse business expenses; failure to provide paid sick leave; failure to pay statutory wages; failure to timely pay wages during employment; failure to timely pay wages upon termination; failure to provide accurate, itemized wage statements; and failure to keep accurate and complete business records. Defendants answered the Complaint on March 17, 2022. In their answer, Defendants denied generally and specifically all claims raised in the Complaint.

2.4. On July 11, 2022, the Parties participated in an all-day mediation covering both the Action and the *Haygood* Action presided over by Honorable Carl West (Ret.) of JAMS ADR which led to this Agreement to settle the Action and the *Haygood* Action.

2.5. Throughout the pendency of the Action and *Haygood* Action, the Parties engaged in extensive informal discovery of documents and information for settlement purposes, including in connection with mediation.

2.6. On October 31, 2022, Plaintiff Lauren Edwards filed a Second Amended Complaint adding Plaintiff Jaron Haygood and his claims to the Action. The Second Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

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. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$825,000.00 and no more as the Gross Settlement Amount. Defendant 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 Defendant or any of the Released Entities.

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 33.33 % of the Gross Settlement Amount or \$275,000.00 and PAGA Counsel Litigation Expenses Payment of not more than \$15,000. Defendant 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 approval of the PAGA settlement that includes a request for approval of the PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment in the Action. 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 Entities shall have no liability to PAGA Counsel or any other Plaintiff's 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 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.

3.2.2. To the Plaintiffs: PAGA Representative Enhancement Payments to the Plaintiffs of not more than \$7,500 each in addition to any Individual PAGA Payments the Plaintiffs are entitled to receive as Aggrieved Employees. Defendant will not oppose Plaintiffs' requests for PAGA Representative Enhancement Payments that do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for approval of the PAGA settlement that includes a request for approval of the PAGA Representative Enhancement Payments in the Action. If the Court approves PAGA Representative Enhancement Awards less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$10,000 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 \$10,000, 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 \$510,000 to be paid from the Gross Settlement Amount, with 75% (\$382,500) allocated to the LWDA PAGA Payment and 25% (\$127,500) 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 (\$127,500) 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 PAGA Period Pay Periods.

3.2.4.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates there are 1,550 Aggrieved Employees who worked a total 37,000 of PAGA Pay Periods through May 24, 2022.

4.2. Aggrieved Employee Data. Within 14 calendar days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant 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 Defendant 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. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 21 calendar days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Representative Enhancement Payments, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses 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. Aggrieved Employees to whom Individual PAGA Payment checks are resent after having been returned undeliverable to the Settlement Administrator shall have an additional fourteen (14) calendar days beyond the one hundred and eighty (180) day check expiration date set forth in Paragraph 4.4.1.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant 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 Defendant fully funds the entire Gross Settlement Amount Plaintiffs will release claims against all Released Entities 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 Entities from any and all actions, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, suits, debts, demands, and benefits (including attorneys' fees and costs), of whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, of any kind or nature whatsoever, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof, including but not limited to any claims or causes of action arising out of or in any way relating to Plaintiffs' employment or which have been or could have been made in the Action. These claims include, but are not limited to, claims arising under or for violation of any local, state, federal, or other governmental statute, regulation or ordinance, as amended, or any public policy expressed in any such statute, regulation, or ordinance, including, without limitation, the following: Title VII of the Civil Rights Act of 1964 as amended (race, color, religion, sex (including pregnancy and sexual harassment), and national origin discrimination); 42 U.S.C. §1981 (discrimination in the making and enforcement of contracts, the Federal and California Equal Pay Acts (29 U.S.C. §206(d)(1)); the Fair Labor Standards Act and California Labor Code; the California Fair Employment and Housing Act (*California Govt. Code §12940 et seq.*); the Civil Rights Act of 1991; the Americans with Disabilities Act; the Family Medical Leave Act; the California Family Rights Act; the False Claims Act, California Business & Professions Code § 17200 *et seq.*; the Employee Retirement Income Security Act of 1974 (29 U.S.C. § 1001 *et seq.*) ("ERISA") to the extent permitted by law. Plaintiff Lauren Edwards, however, shall not release claims regarding wrongful termination of her employment. 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 and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Entities from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and Plaintiffs' respective PAGA Notices including failure to authorize and permit meal periods; failure to provide rest periods; failure to pay minimum wage for all hours worked; failure to pay overtime; failure to provide accurate, itemized wage statements; failure to keep accurate and complete business records; failure to provide paid sick leave; failure to provide notice of paid sick leave rights; unlawful labor conditions; failure to reimburse business expenses; failure to pay statutory wages; failure to timely pay wages during employment; and failure to timely pay wages upon termination. Aggrieved Employees shall release the Released Claims for the entire PAGA Period with respect to all pay periods in which they were employed or jointly employed by one or more of the Released Entities.

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

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; 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; and (iii) 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 60 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 Simpluris, Inc. to serve as the Administrator and verified that, as a condition of appointment, Simpluris, 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. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE. The Gross Settlement Amount was calculated based on the estimate that the Aggrieved Employees worked a total of 37,000 pay periods from October 24, 2019 through May 24, 2022. If the total number of pay periods worked during the PAGA Period is 10% higher than 37,000 (i.e., 40,700 pay periods), then Defendant shall have the option to either: (1) shorten the PAGA Period so that the PAGA Period ends on the date that the pay period count totals 40,700; or (2) supplement the Gross Settlement Amount by an amount equal to the number of pay periods worked in excess of 40,700 pay periods multiplied by the per pay period value, as set forth in paragraph 3, above.

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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action or the *Haygood* 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, Defendant reserves all available defenses to the claims in the Action and the *Haygood* Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action and the *Haygood* 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 Defendant, 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, Defendant, 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 approval by the Court.

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

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

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

10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13 Nondisclosure and Nonpublication. PAGA Counsel shall not publicize the settlement on their website or in advertising/marketing materials. Plaintiffs and PAGA Counsel agree that they will not issue any press release or initiate any contact with the media about the fact, amount, or terms of the Settlement. If Plaintiffs or PAGA Counsel receive an inquiry about the Settlement from the media, they may respond only after the motion for approval of the Settlement is filed and only by confirming the accurate terms of the Settlement. Nothing in this paragraph shall prevent PAGA Counsel from referring to this case in a declaration establishing qualification as class or PAGA counsel in future cases, and nothing in this paragraph shall prevent Defendants from making any disclosure required by law.

10.14 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.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Michael Crosner (SBN 41299)
Zachary M. Crosner (SBN 272295)
Blake Jones (SBN 211221)
Nikki Trenner (SBN 316007)
CROSNER LEGAL, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210
Tel: (310) 496-5818
Fax: (310) 510-6429

To Defendant:

Lara C. de Leon (SBN 270252)
CONSTANGY, BROOKS, SMITH & PROPHETE, LLP
600 Anton Blvd. 11th Floor
Costa Mesa, CA 92626
Telephone: (949) 743-3979
Facsimile: (949) 743-3934

Matthew Scholl (SBN 301560)
Romina Tamiry (SBN 328420)
CONSTANGY, BROOKS, SMITH & PROPHETE, LLP
2029 Century Park East, Suite 1100
Los Angeles, CA 90067
Telephone: (310) 909-7775
Facsimile: (424) 465-6630

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

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

APPROVED BY:

Dated: 11 / 20 / 2022



Lauren Edwards, Plaintiff

Dated: _____

Jaron Haygood, Plaintiff

Dated: November 29, 2022

Lauren Fuiman Cell

By: Genesis Administrative Services LLC
On behalf of Defendant CareerStaff
Unlimited, LLC

Name: Lauren Fuiman Cell
Title: Deputy General Counsel, Employment & Litigation

Dated: 11/21/2022

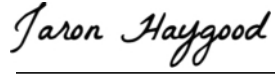
Zachary Crosner

Zachary Crosner, Counsel for Plaintiff

Dated: _____

Matthew Scholl, Counsel for Defendant

Dated: 11 / 21 / 2022



Jaron Haygood, Plaintiff

Dated: November 29, 2022



By: Genesis Administrative Services LLC
On behalf of Defendant CareerStaff
Unlimited, LLC

Name: Lauren Fuiman Cell

Title: Deputy General Counsel, Employment & Litigation

Dated: _____

Zachary Crosner, Counsel for Plaintiff

Dated: November 29, 2022



Matthew Scholl, Counsel for Defendant