

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Angela Thompson and Penelope Pankey (“Plaintiffs”) and defendant Fastaff, LLC (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Actions” means the Plaintiffs’ PAGA lawsuits alleging wage and hour violations against Defendant captioned *Angela Thompson v. Fastaff, LLC* (Case No. 22CV39500) initiated on March 4, 2022 and pending in Superior Court of the State of California, County of Santa Clara (“*Thompson Action*”) and *Penelope Pankey v. Fastaff, LLC* (Case No. 22CV408861) initiated on December 23, 2022 and pending in Superior Court of the State of California, County of Santa Clara (“*Pankey Action*”). The *Thompson Action* and *Pankey Action* were consolidated, and the first filed *Thompson Action* was designated as the lead case and is forthwith referred to as the “Action”.
- 1.2 “Administrator” means ILYM Group, 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 PAGA 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 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.5 “Court” means the Superior Court of California, County of Santa Clara.
- 1.6 “Defendant” means named Defendant Fastaff, LLC.
- 1.7 “Defense Counsel” means John S. Battenfeld, David J. Rashe, and Andrea L. Fellion of the law firm of Morgan, Lewis & Bockius LLP.
- 1.8 “Effective Date” means the date on which the Court’s order approving the settlement and its entry of Judgment become Final, which shall mean the latest of the following as applicable: (i) if there is no appeal, the date that is 61 days after the Judgment; (ii) if there is an appeal of the Court’s judgment, the date the order and judgment approving the settlement are affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review to the California Supreme Court; or (iii) if a petition for review is filed, the date of denial of the petition for review, or the date the order and judgment approving the settlement are affirmed by the Court pursuant to such petition.

- 1.9 “Gross PAGA Settlement Amount” means the total sum of \$450,000.00 which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA 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 Expenses.
- 1.10 “Individual PAGA Payment” means the PAGA Settlement Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of PAGA Pay Periods the PAGA Settlement Employee worked.
- 1.11 “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.12 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.13 “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.14 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.15 “PAGA Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug and Aparajit Bhowmik of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, the attorneys representing the Plaintiffs in the Action.
- 1.16 “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.
- 1.17 “PAGA Notice” means Plaintiff Angela Thompson’s October 22, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a). “PAGA Notice” includes Plaintiff Angela Thompson’s Amended PAGA Notice letter to Defendant dated October 18, 2022 which added Plaintiff Penelope Pankey.
- 1.18 “PAGA Payment” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, which after these deductions is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the PAGA Settlement Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.19 “PAGA Pay Period” means any weekly pay period according to Defendant’s records during which a PAGA Settlement Employee worked for Defendant in California for at least one day during the PAGA Period.

- 1.20 “PAGA Period” means the period from December 29, 2020 to August 6, 2023.
- 1.21 “PAGA Settlement Employees” means all individuals who are or previously were employed by Defendant and who worked in California at a client or clients of Defendant, including through a managed service provider, in a position classified as a non-exempt employee at any time during the PAGA Period.
- 1.22 “PAGA Settlement Employee Data” means PAGA Settlement Employee identifying information in Defendant’s possession consisting of the PAGA Settlement Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.23 “PAGA Settlement Employee Address Search” means the Administrator’s search for current PAGA Settlement Employee mailing addresses using a standard skip trace, or other customary search using the name, address and/or social security number of the PAGA Settlement Employee whose mailing was undeliverable.
- 1.24 “Plaintiffs” means Angela Thompson and Penelope Pankey, the named plaintiffs in the Action.
- 1.25 “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraphs 5.2 and 5.3 below.
- 1.26 “Released Parties” means Defendant and any owner, parent, subsidiary, affiliate, predecessor or successor, and all agents, employees, officers, directors, insurers, partners, investors, shareholders and attorneys thereof and all persons acting as or alleged to be joint employers or client employers or acting by, through, under or in concert with any of them, including Defendant’s clients and/or facilities where PAGA Settlement Employees worked, including through a managed service provider, as to work on an assignment while employed by Defendant.
- 1.27 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1 On October 21, 2021, Plaintiff Thompson sent a PAGA Notice to the LWDA and Defendant providing notice of alleged violations of the California Labor Code, Sections 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivisions 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating). Plaintiffs submitted an Amended PAGA Notice dated October 18, 2022 which added Plaintiff Penelope Pankey as a party.
- 2.2 On March 4, 2022, Plaintiff Thompson commenced the *Thompson* Action by filing a Representative Action Complaint against Defendant alleging a single cause of

action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*].

- 2.3 On December 23, 2022, Plaintiff Pankey commenced the *Pankey* Action by filing a Representative Action Complaint against Defendant alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*].
- 2.4 The *Thompson* Action and *Pankey* Action were consolidated on March 14, 2023 via stipulation between the Parties and the Court also granted Plaintiffs leave to file a First Amended Consolidated Representative Action Complaint (“FACC”). The FACC was filed in the *Thompson* Action on March 24, 2023. The FACC is the operative complaint in the Action (the “Operative Complaint.”) Defendant denies the allegations in the Operative Complaint or any prior 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.
- 2.5 In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle Plaintiffs’ individual claims pursuant to separate confidential Individual Settlement Agreements (“Individual Settlements”). Plaintiffs’ individual claims were not at issue in the Action and exist independent and apart from the PAGA claims at issue in the Action. If the Court and/or the LWDA requires the Parties to submit the terms of Plaintiffs’ Individual Settlements to obtain approval of the PAGA settlement in the Action, the Parties agree that the terms of Plaintiffs’ Individual Settlements will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the Individual Settlement amounts are not disclosed publicly.
- 2.6 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.7 On June 6, 2023, the Parties participated in an all-day mediation presided over by Jeffrey Krivis which led to this Agreement to settle the Action.
- 2.8 Prior to mediation, Plaintiffs obtained, through informal discovery, documents relating to Defendant’s policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more.

3. MONETARY TERMS.

- 3.1 Gross PAGA Settlement Amount. Except as provided in paragraph 8 below, Defendant promises to pay \$450,000.00 and no more as the Gross PAGA Settlement Amount. The Gross PAGA Settlement Amount includes the Individual PAGA Payments to the PAGA Settlement Employees, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 4.3 of

this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring PAGA Settlement Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendant.

3.2 Payments from the Gross PAGA Settlement Amount. The Administrator will make and deduct the following payments from the Gross PAGA 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 one-third (1/3) of the Gross PAGA Settlement Amount which is currently estimated to be \$149,999.00 and PAGA Counsel Litigation Expenses Payment of not more than \$25,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. 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 PAGA Payment. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel 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 Defendant harmless, and indemnifies Defendant, 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 \$14,000 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 \$14,000, the Administrator will allocate the remainder to the PAGA Payment.

3.2.3 To the LWDA and PAGA Settlement Employees: PAGA Payment in the amount of not less than \$261,001 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$195,750.75) allocated to the LWDA PAGA Payment and 25% (no less than \$65,250.25) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the total amount of the PAGA Settlement Employees' 25% share of PAGA Payment by the total number of PAGA Pay Periods worked by all PAGA Settlement Employees and (b) multiplying the result by each PAGA Settlement Employee's own PAGA Pay Periods. Because the PAGA Payment is in settlement of claims for civil penalties, not wages, the Administrator will report the Individual PAGA Payments on IRS 1099 Forms if required by applicable tax laws. PAGA

Settlement Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 PAGA Pay Periods. Based on a review of its records to date, Defendant estimates there are 1,725 PAGA Settlement Employees who worked a total of 19,282 PAGA Pay Periods from December 29, 2020 to May 11, 2023.
- 4.2 PAGA Settlement Employee Data. Within fifteen (15) days of the Effective Date, Defendant will deliver the PAGA Settlement Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Settlement Employee' privacy rights, the Administrator must maintain the PAGA Settlement Employee Data in confidence, use the PAGA Settlement Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Settlement Employee Data to Administrator employees who need access to the PAGA Settlement Employee Data to effect and perform under this Agreement. The Administrator shall not share the PAGA Settlement Employee Data or its contents with PAGA Counsel except that relevant information can be provided to PAGA Counsel if necessary for PAGA Counsel to respond to specific questions from PAGA Settlement Employees. If within 90 days after the Effective Date Defendant discovers that the PAGA Settlement Employee Data omitted required employee identifying information reasonably available to Defendant, Defendant will provide corrected or updated PAGA Settlement Employee Data to the Administrator as soon as reasonably feasible. The Parties and the Administrator will use reasonable efforts, in good faith, to resolve any issues related to missing or omitted PAGA Settlement Employee Data.
- 4.3 Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later than twenty-one (21) days after the Effective Date.
- 4.4 Payments from the Gross PAGA Settlement Amount. Within fourteen (14) days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, 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 along with a "PAGA Settlement Notice" approved by the Court (in substantially the form attached as Exhibit A) to the PAGA Settlement Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date (which is 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.

- 4.4.2 The Administrator will conduct a PAGA Settlement Employee Address Search for all PAGA Settlement Employees whose checks are returned undelivered without USPS forwarding address. Within seven (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 PAGA Settlement Employee Address Search. The Administrator need not take further steps to deliver checks to PAGA Settlement Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Settlement Employee whose original check was lost or misplaced, requested by the PAGA Settlement Employee prior to or within seven (7) days after the void date.
- 4.4.3 For any PAGA Settlement Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall within fourteen (14) days thereafter transmit the funds represented by such checks to the State of California Unclaimed Property Fund in the name of the individual who failed to cash their check, or if required by the Court, the Parties will agree to a mutually acceptable *cypres* beneficiary in accordance with California law.
- 4.4.4 The payment of Individual PAGA Payments is not wages and shall not obligate Defendant to confer any additional benefits or make any additional payments to the PAGA Settlement Employees (such as 401(k) contributions or bonuses).

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

- 5.1 Release by Plaintiffs On Behalf of the LWDA. In their capacity as private attorneys general “aggrieved employees” acting on behalf of themselves and as a proxy or agent of the LWDA and State of California, Plaintiffs release and discharge Released Parties from all “Released PAGA Claims”. “Released PAGA Claims” means all claims for civil penalties, attorneys’ fees, and costs recoverable under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the operative First Amended Consolidated Complaint, and/or the PAGA Notice letters submitted by Plaintiffs to the LWDA, including any amendments thereto, during the PAGA Period for alleged violations of the California Labor Code and applicable Wage Order(s), including for (a) failure to pay minimum wage, (b) failure to pay overtime wages, including at the correct regular rate of pay, (c) failure to provide meal periods and associated premium pay, (d) failure to provide rest periods and associated premium pay, (e) failure to provide accurate itemized wage statements, (f) failure to timely pay wages during employment, (g) failure to timely pay wages upon separation of employment, (h) failure to pay sick pay wages at the regular rate of pay, (i) unlawful deductions from employee wages, and (j) expense reimbursement violations. The Released PAGA Claims expressly excludes all other claims, including claims for vested benefits, wrongful

termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California non-PAGA class claims, and PAGA claims outside of the PAGA Period. This release is in addition to Plaintiffs' separate general releases. Upon approval of this Agreement and the funding of the Settlement by Defendant, Plaintiffs, the LWDA, the State of California, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA and/or the State shall be barred from asserting any of the PAGA Released Claims in any other litigation, arbitration, or other legal forum. Any party to this Agreement may use the Agreement to assert that this Agreement and the Judgment to be entered by the Court following approval of this Agreement bars any other action asserting any of the PAGA Released Claims against any of the Released Parties during the PAGA Period. The provisions of this paragraph apply regardless of whether Plaintiff and/or the PAGA Settlement Employees cash their Individual PAGA Payment checks.

5.2 Release by PAGA Settlement Employees:

For and in consideration of the mutual promises and consideration set forth in this Agreement, Plaintiffs and the PAGA Settlement Employees, on behalf of themselves, and their heirs, successors, assigns, attorneys and agents, hereby release and forever discharge the Released Parties from any and all Released PAGA Claims, as defined herein, during the PAGA Period.

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 Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to cooperate in preparing and filing a motion for approval of this Settlement.

6.1 Plaintiffs' and PAGA Counsel Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel for review and comments as set forth below drafts of 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 PAGA Settlement 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 PAGA Settlement Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; and (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative

Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)).

- 6.2 Responsibilities of PAGA Counsel and Defense Counsel. PAGA Counsel shall draft a motion for settlement approval within sixty (60) days after the full execution of this Agreement, and shall provide Defense Counsel's at least 10 calendar days to provide any comments to the motion, any declarations, as well as the form Settlement Notice Letter, and PAGA Counsel will reasonably consider Defense Counsel's comments and negotiate in good faith to resolve the Parties' differences, if any, before filing the motion papers. The proposed Approval Order shall be jointly prepared and approved by Counsel for the Parties.
- 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 must meet and confer and make all reasonable efforts to agree on any modifications to this Agreement that will result in entry of the Approval Order, including a good faith attempt to address and/or cure any issues identified by the Court as necessary for Approval..

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of appointment, ILYM Group 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 issuing any required tax forms and providing required 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 all tasks to be performed by the Administrator contained in this Agreement or as otherwise required.

8. **PAGA SETTLEMENT EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of May 11, 2023, (1) there are 1,725 PAGA Settlement Employees who worked 19,282 PAGA Pay Periods during the PAGA Period up to May 11, 2023. If the actual number of PAGA Pay Periods from December 29, 2020 to August 6, 2023 reflected in the PAGA Settlement Employee Data is more than 10% of the number of estimated PAGA Pay Periods, i.e., more than 1,928 additional PAGA Pay Periods, then Defendant shall have the option to (a) increase the Gross PAGA Settlement Amount in proportion to the increase in PAGA Pay Periods that is in excess of 10% or (b) limit the end date of the release period set forth in Paragraph 5 appropriately so that the cumulative PAGA Pay Periods released do not exceed 21,210. For example, if Defendant opts to increase the Gross PAGA Settlement Amount and the number is 11% higher, the Gross PAGA Settlement Amount will be increased by 1%.
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 pursuant to C.C.P. Section 664.6 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 Approval Order and Judgment are consistent with the terms and conditions of this Agreement, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals, except that Plaintiffs and/or Plaintiffs' Counsel may appeal any order denying or reducing their requested PAGA Counsel Fees Payment or PAGA Counsel Litigation Expenses Payment. 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 an appeal that does not challenge the validity of the Judgment including all releases and/or the amount of the Gross PAGA 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. Defendant denies each and every one of Plaintiffs' allegations in their entirety and denies that it has violated any law or legal or equitable obligation to Plaintiffs or any PAGA Settlement Employees. 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 have merit. The Parties agree that an express condition of this Agreement is that there has been no finding of liability on the merits, and that this Agreement and the Approval Order and Judgment therefore cannot be a basis to assert subsequent violation penalty rates in any action or

proceeding seeking civil penalties, or to assert offensive collateral estoppel against Defendant. Notwithstanding the foregoing, nothing in this Agreement shall limit Defendant's use of the Approval Order and Judgment to establish res judicata and/or collateral estoppel in any other PAGA action.

- 10.2 The Parties agree that representative treatment is for purposes of this Settlement only. Defendant expressly denies all liability for any wrongdoing alleged by Plaintiffs. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant'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).
- 10.3 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.
- 10.4 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.
- 10.5 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, submitting supplemental evidence and supplementing points and authorities if 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 the mediator, Jeffrey Krivis, for resolution.
- 10.6 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.
- 10.7 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.

- 10.8 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.
- 10.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.10 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.
- 10.11 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.
- 10.12 Confidentiality and Limitations on Publicity. Neither Plaintiffs nor Plaintiffs' Counsel shall issue any press release or public announcement of any kind related in any way to the Settlement. Plaintiffs and Plaintiffs' Counsel agree that, prior to filing of the Settlement in Court with the approval motion, they will keep the terms of the Settlement confidential except for purposes of communicating with Plaintiffs. Plaintiffs understand that until the approval motion is filed, the Settlement is confidential, and they shall keep the Settlement confidential. From and after the filing of the approval motion, Plaintiffs and Plaintiffs' Counsel may disclose the Settlement: (1) as required by law; (2) as required under the terms of the Settlement; or (3) as required under counsel's duties and responsibilities as counsel representing the interests of the State and the PAGA Settlement Employees. Further, Plaintiffs' Counsel may disclose the name of the Parties in the Actions, the venue/case number, and settlement details available in the public record, for the limited purpose of allowing Plaintiffs' Counsel to prove adequacy as class counsel in other actions or for purposes of seeking approval of an unrelated settlement. Nothing in this Paragraph is intended to interfere with Plaintiffs' Counsel's duties and obligations to faithfully discharge their duties as counsel in this action.
- 10.13 Use and Return of Mediation Information. Information including data provided to PAGA Counsel pursuant to Cal. Evid. Code § 1119 and/or 1152, and all copies and summaries of the 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 disclosed or 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, Plaintiffs shall destroy all paper and electronic versions of such information 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 the information Settlement.

- 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 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.
- 10.16 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: Norman Blumenthal
 norm@bamlawca.com
 Kyle R. Nordrehaug
 kyle@bamlawca.com
 Aparajit Bhowmik
 aj@bamlawca.com
 Nicholas J. De Blouw
 deblouw@bamlawca.com
 Blumenthal Nordrehaug Bhowmik De Blouw LLP
 2255 Calle Clara
 La Jolla, California 92037
 Phone: (858) 551-1223
 Facsimile: (858) 551-1232

To Defendant: MORGAN, LEWIS & BOCKIUS LLP
 John S. Battenfeld
 john.battenfeld@morganlewis.com
 300 South Grand Avenue
 Twenty-Second Floor
 Los Angeles, CA 90071-3132
 Telephone: (213) 612-2500
 Facsimile: (213) 612-2501

MORGAN, LEWIS & BOCKIUS LLP
David J. Rashe
david.rashe@morganlewis.com
600 Anton Boulevard, Suite 1800
Costa Mesa, CA 92626
Telephone: (714) 830-0600
Facsimile: (714) 830-0700

MORGAN, LEWIS & BOCKIUS LLP
Andrea Fellion
andrea.fellion@morganlewis.com

One Market, Spear Street Tower
San Francisco, California 94105-1596
Telephone: +1.415.442.1000
Facsimile: +1.415.442.1001

- 10.17 Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.18 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.
- 10.19 No Other Pending Claims. Plaintiffs represent that they do not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with respect to any matter arising out of their employment with Defendant, or otherwise related to Defendant
- 10.20 Representation. Plaintiffs' Counsel represents that other than Plaintiffs themselves, they do not currently represent any other current or former employees of Defendant in connection with any actual or planned claims, charges, complaints or other matters against Defendant.
- 10.21 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 they agree to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties can attempt to renegotiate a settlement or resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Nov 16, 2023



Angela Thompson (Nov 16, 2023 12:09 CST)

Plaintiff Angela Thompson

Dated: Nov 14, 2023

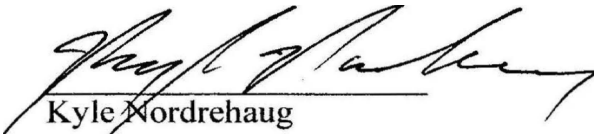

Penelope Pankey (Nov 14, 2023 11:27 PST)
Plaintiff Penelope Pankey

Dated: 2/1/2024

DocuSigned by:

C60103027E8E48C...
Marc Bonora, General Counsel
[name]
For Defendant Fastaff, LLC

Dated: 11/15/23


Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 2/1/2024


John S. Battenfeld
Morgan Lewis & Bockius LLP
Attorneys for Defendant