PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Samy Bazine ("Plaintiff"), Defendants Kelly Services Global, LLC and Kelly Services USA, LLC (together, "Kelly"), and Defendant Medi Mall, Inc. ("Medi Mall," and with Kelly, "Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means Plaintiff's lawsuit alleging wage and hour violations against Defendants captioned *Samy Bazine v. Kelly Services Global, LLC, et al.*, Case No. 22CV394008, initiated on February 3, 2022, and pending in the Superior Court of the State of California, County of Santa Clara.

1.2 "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4 "Aggrieved Employee(s)" means all individuals employed by Kelly who were assigned to work for Medi Mall at any location in the State of California during the PAGA Period.

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

1.6 "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using reasonably available sources, methods, and means including 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 PAGA Settlement.

1.8 "*Bazine II*" means the class action complaint filed by Plaintiff that is currently stayed and pending in the United States District Court for the Northern District of California, Case No. 5:22-cv-07170-BLF.

1.9 "*Bazine Arbitration*" means the demand in arbitration filed by Plaintiff in the American Arbitration Association, Case No. 01-23-0003-5316, and currently pending before Arbitrator Emily Boyle, Esq.

1.10 "Court" means the Superior Court of California, County of Santa Clara.

1.11 "Defense Counsel" means David Fuad and Annie Chen of Orrick, Herrington & Sutcliffe LLP, counsel for Medi Mall, and Jennifer A. Riley, Samson C. Huang, and Tyler Zmick of Duane Morris LLP, counsel for Kelly.

1.12 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (1) the Court's Order Approving the PAGA Settlement, if no objections have been lodged and there is no possibility of appeal; (2) if an objection has been lodged, the time for an appeal has expired without the filing of any appeal; or (3) the final resolution of any appeal, writ, or challenge to the Settlement that has been lodged upholding the Settlement.

1.13 "Gross Settlement Amount" means $150,000, the total amount Defendants agree 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, the Administrator's Expenses Payment, and the Service Award Payment.

1.14 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Fund calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.15 "Individual Settlement" or "Individual Settlement Agreement" means the separate confidential settlement and release agreement between Plaintiff and Kelly that resolves Plaintiff's non-PAGA individual claims against Kelly and Medi Mall related to *Bazine II* and the *Bazine Arbitration*.

1.16 "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.17 "Kelly" means named Defendants Kelly Services Global, LLC and Kelly Services USA, LLC.

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

1.19 "LWDA PAGA Payment" means the 75% of the PAGA Fund paid to the LWDA under Labor Code section 2699, subd. (i).

1.20 "Medi Mall" means named Defendant Medi Mall, Inc.

1.21 "PAGA Counsel" means Shaun Setareh, Farrah Grant, Thomas Segal of Setareh Law Group, the attorneys representing Plaintiff in the Action.

1.22 "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.

1.23 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.24 "PAGA Period" means the period from November 30, 2020, through the date of the Court's entry of the Approval Order.

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

1.26 "PAGA Notice" means Plaintiff's November 30, 2021, letter to Defendants and the LWDA regarding notice pursuant to Labor Code section 2699.3, subd.(a).

1.27 "PAGA Fund" means the total amount from the Gross Settlement Amount to be paid as civil penalties for alleged Labor Code violations, which will be allocated 25% to the Aggrieved Employees ($15,500) and 75% to the LWDA ($46,500). (This number assumes all deductions are approved by the Court.)

1.28 "Plaintiff" means Samy Bazine, the named plaintiff in the Action.

1.29 "Released PAGA Claims" means the claims being released by Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.30 "Released Parties" means: Defendants and each of their former and present parents, owners, subsidiaries, divisions, customers, and affiliates or related persons or entities, and each of their respective directors, officers, employees, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, and agents.

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

2. RECITALS.

2.1 On February 3, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for civil penalties pursuant to the California Private Attorneys General Act of 2004. The Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint, and deny any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3 On October 6, 2022, Plaintiff filed a class action complaint ("*Bazine II*") in Santa Clara Superior Court alleging a single claim under the California Business Professions Code (Cal. Bus. & Prof. Code §§ 17200 *et seq.*) ("UCL") against Defendants. Kelly removed the complaint to the United States District Court for the Northern District of California, Case No. 5:22-cv-07170-BLF. Following the removal, Defendants moved to compel the action to arbitration. The Honorable Beth Labson Freeman granted Defendants' motion pursuant to the delegation provision in the arbitration agreement. At present, *Bazine II* is stayed pending the completion of arbitration.

2.4 On April 19, 2023, in the Action, the Court granted Defendants' motion to compel Plaintiff's individual PAGA claim to arbitration and stay Plaintiff's representative PAGA claim.

2.5 On August 8, 2023, Plaintiff filed a demand in arbitration with the American Arbitration Association ("AAA") seeking to arbitrate his individual PAGA claim. The AAA assigned case number 01-23-0003-5316 to the arbitration (the "*Bazine Arbitration*"). The Demand included an individual PAGA claim and sought a determination of whether the UCL claim was arbitrable under the arbitration agreement. The Parties selected Emily Boyle, Esq., to serve as the arbitrator.

2.6 On April 24, 2024, Arbitrator Boyle issued her written order finding that Plaintiff's individual UCL claim is arbitrable under the Parties' arbitration agreement.

2.7 On November 12, 2024, the Parties participated in an all-day mediation presided over by Scott Markus, Esq. Following mediation, the Parties, represented by their respective counsel, agreed to resolve the Action based on a meditators' proposal.

2.8 Prior to mediation, Plaintiff obtained, through informal discovery, time and pay data for the Aggrieved Employees and relevant written policies from Defendants.

2.9 Plaintiff and Kelly have agreed to settle Plaintiff's non-PAGA individual claims alleged against Kelly and Medi-Mall in *Bazine II* and the *Bazine Arbitration*, the terms of which are memorialized in a separate confidential settlement and release agreement (the "Individual Settlement" or "Individual Settlement Agreement").

2.10 The Parties, PAGA Counsel, and Defendants' 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, Defendants promise to pay $150,000 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2 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 Final Approval:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33 1/3% of the Gross Settlement Amount which is currently estimated to be \$50,000 and PAGA Counsel Litigation Expenses Payment of not more than \$25,000. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts consistent with applicable law. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other 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 and holds Defendants harmless, and agrees to indemnify Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To Plaintiff: Subject to the Court's approval, Plaintiff will receive a payment from the Gross Settlement Fund in the amount of \$10,000 for a Service Award (in addition to his Individual PAGA Payment). Such payment is contingent upon Plaintiff (1) securing a dismissal of *Bazine II* with prejudice; (2) securing a dismissal of the *Bazine Arbitration* with prejudice; and (3) securing a dismissal of the Action with prejudice. Delivery of such orders dismissing *Bazine II* and the *Bazine Arbitration* to Defendants are conditions precedent to payment of the Service Award. Defendants shall not oppose Plaintiff's application for a Service Award up to \$10,000 as stated herein consistent with applicable law, and Plaintiff shall not seek a Service Award greater than \$10,000. Plaintiff agrees to accept whatever Service Award the Court orders, even if it is less than \$10,000. If the Court approves a Service Award of less than the amount requested, the Administrator will allocate the remainder to the PAGA Fund. The Settlement Administrator will issue appropriate tax forms to Plaintiff reflecting the payment of the Service Award. The Administrator will report any Service Award to Plaintiff using an IRS Form 1099. Plaintiff assumes full responsibility and liability for any taxes owed on the Service Award.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $3000 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 $3000, the Administrator will retain the remainder in the PAGA Fund.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Fund in the amount of $62,000 to be paid from the Gross Settlement Amount, with 75% ($46,500) allocated to the LWDA PAGA Payment and 25% ($15,500) 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 Fund ($62,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 If the Court approves the PAGA Fund of less than the amount requested, the Administrator will allocate the remainder to the PAGA Fund. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records, Defendants estimate there are approximately 31 Aggrieved Employees who worked a total of 1,585 PAGA Pay Periods from November 30, 2020, to November 12, 2024.

4.2 Aggrieved Employee Data. Within 15 days of the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. Defendants will provide the necessary information about the Aggrieved Employees (i.e., full name, last known address, last known telephone number, and number of PAGA Pay Periods worked during the PAGA Period). To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty through entry of Judgment 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 Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date. Defendants shall enter a separate agreement in connection with the payment of the Gross Settlement Amount, including as to the allocation between Kelly and Medi Mall.

4.4 Payments from the Gross Settlement Amount. Within 15 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and 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.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendants 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**. As of the Effective Date, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. In addition to the Released Claims applicable to Aggrieved Employees, and in consideration for the Service Award, to the extent not already released and discharged in Plaintiff's Individual Settlement Agreement, Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, knowingly, and voluntarily release and discharge Released Parties from all claims, transactions, or occurrences of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or in violation of any local, state, or federal statute, rule, or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted through the Effective Date including, but not limited to all claims that were or could have been alleged in the Action, *Bazine II*, or the *Bazine Arbitration*, including any claims for alleged failure to pay minimum wages, overtime or double time wages, failure to provide meal periods, failure to provide rest periods, failure to pay unpaid wages (including premiums), failure to reimburse for business expenses, failure to provide reporting time pay, failure to timely pay wages during employment, failure to maintain requisite pay records, wage statement violations, failure to pay all wages due upon termination of employment, failure to properly calculate the regular rate of pay, violation of California's Unfair Competition Law on the preceding claims, any claim for liquidated or multiple damages based on the preceding claims, waiting time penalties, civil penalties, punitive damages, restitution, interest, attorneys' fees or costs, declaratory relief, equitable relief, or injunctive relief for any such claims alleged in the Lawsuits. Plaintiff's released claims include all claims arising under the California Labor Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 256, 450, 510, 511, 512, 516, 550, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1199, 2698 *et seq.*, 2699 *et seq.*, 2802, 2810 and 2810.3); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; PAGA; California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include but not limited to, sections 3287, 3294, and 3336; 12 C.C.R. § 11040; 8 C.C.R. § 11060; California Code of Civil Procedure § 1021.5; the California common law of contract; the FLSA, 29 U.S.C. § 201, *et seq.*; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, *et seq.* ("ERISA"). Plaintiff's released claims also include all claims for lost wages and benefits, emotional distress, retaliation, discrimination, harassment, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the law of contract and tort ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Nothing in this Agreement is intended to or shall be interpreted: (i) to restrict or otherwise interfere with Plaintiff's obligation to testify truthfully in any forum; or (ii) to restrict or otherwise interfere with Plaintiff's right and/or obligation to contact, cooperate with, provide information to, or participate in any investigation conducted by, any government agency or commission ("Plaintiff's Release.") Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes 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:

The LWDA and Plaintiff, acting as a an agent and proxy of the LWDA, with respect to all Aggrieved Employees, are deemed to knowingly and voluntarily release and forever discharge the Released Parties from any and all claims that were alleged, or reasonably could have been alleged, based on the facts alleged in the Operative Complaint and/or the PAGA Notice, including but not limited to all civil penalties under PAGA during the PAGA Period based on or reasonably related to the factual allegations in the Action or Plaintiff's PAGA Notice to the LWDA for alleged violations of state laws pertaining to unpaid wages, overtime, double-overtime, minimum wage, meal period, rest break, premium pay, regular rate of pay, reimbursing necessary business expenditures, wage statements, and payment of wages at separation, including but not limited to Labor Code sections 201-204, 210, 225.5, 223, 226, 226.3, 226.7, 226.8, 256, 510, 512, 558, 1194, 1197, 1197.1, 1198, 1199, 2698, *et seq.*, 2802, 2810.3, applicable Wage Orders, and any other civil penalties that could have been sought by the Labor Commissioner or through PAGA for violations reasonably related to the facts, policies, practices, occurrences, or acts alleged in the Action or Plaintiff's PAGA Notice to the LWDA.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for fees incurred in connection with the Action, *Bazine II*, and the *Bazine Arbitration*.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT**. Plaintiff shall prepare and file a Motion for Approval of PAGA Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defendants' Counsel, at least 14 days prior to the deadline to file such documents with the Court, all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft of the Notice and Memorandum of Points and Authorities in support of the Motion for Approval of PAG Settlement; (ii) a draft proposed Order Granting Approval of PAGA Settlement; (iii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; and (iv) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)).

6.2 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 and conferring 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 and conferring, and in good faith, to modify the Agreement and/or otherwise attempt to satisfy the Court's concerns. The Court's decision to award less than the amounts requested for a Service Award Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

7. **SETTLEMENT ADMINISTRATION**.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix 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 tax withholdings and providing reports to state and federal tax authorities.

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

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

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE**. Based on its records, Defendants estimate that, as of November 12, 2024, there are 31 Aggrieved Employees who worked 1,585 Pay Periods during the PAGA Period. In the event that the number of PAGA Pay Periods worked during the PAGA Period exceeds 1,585 by more than 10% (i.e., if the aggregate PAGA Pay Periods as of the date of the close of the PAGA Period exceeds 1,744), Defendants shall have the option, at their election to either cut off the PAGA Period end date on the date on which the total number of PAGA Pay Periods becomes 1,744, or to increase the gross settlement amount in proportion to the excess. If the latter, the gross settlement amount shall be proportionately increased, on a percentage basis, to the extent that such pay periods exceed the 10% threshold. For example, if the number of workweeks as of November 12, 2024, exceeds 1,585 by 11%, then the Gross Settlement Amount would be increased by 1% and total $151,500.

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, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the

Judgment becomes final, except as to matters that do not affect the amount of the PAGA Fund.

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 Defendants that any of the allegations in any of the operative complaints in this Action, *Bazine II*, or the *Bazine Arbitration* have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action, *Bazine II*, or the *Bazine Arbitration* have merit. The Parties agree that representative treatment in this Action is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action. The Settlement, this Agreement and Parties' willingness to settle the Action, *Bazine II*, or the *Bazine* Arbitration 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 warrants and represents that they are authorized by Plaintiff, 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 any 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 Plaintiff, PAGA Counsel, Defendants, nor Defendants' Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court. In the event that the Court does not grant approval, or if the Court grants approval and a reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), the Parties shall expeditiously work together in good faith to address the Court or the appellate court's concerns and to obtain Approval and entry of Judgment. An order by the Court awarding Service Award Payments or any payments to PAGA Counsel less than the amounts contemplated by this Agreement, or an appellate decision to vacate, reverse, or modify the Court's award of the Service Award or any payments to PAGA Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph.

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 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 Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants.

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

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

10.15 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 Plaintiff:

SETAREH LAW GROUP
Shaun Setareh (SBN 204514)
Thomas Segal (SBN 222791)
Farrah Grant (SBN 293898)
420 N. Camden Drive, Suite 100
Beverly Hills, CA 90210
Telephone: (310) 888-7771
Facsimile: (310) 888-0109
shaun@setarehlaw.com
thomas@setarehlaw.com
farrah@setarehlaw.com

To Defendants:

Counsel for Kelly:

Jennifer A. Riley (SBN 360545)
Samson C. Huang (SBN 273785)
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Counsel for Medi Mall:

David P. Fuad (SBN 265193)
Annie H. Chen (SBN 292032)
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Los Angeles, CA 90017
Telephone: +1 213-629-2020
Facsimile: +1 213-612-2499
dfuad@orrick.com
Annie.chen@orrick.com

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 in this Action 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.

10.18 Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants and PAGA Counsel, on behalf of the Plaintiff and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

APPROVED AND AGREED:

ID y7t3yWcwMmxaUF1wqzXANzF7
Plaintiff Samy Bazine

Dated: January 1/7/2026 , 2026

Medi Mall, Inc.

By: Michael Terblanche
President

Dated: January 22 , 2026

Kelly Services Global, LLC

Robert Haddad

23-Feb-2026 | 11:07 AM EST

Dated: January ___, 2026

By: Robert Haddad
Vice President, Law

Kelly Services USA, LLC

Robert Haddad

23-Feb-2026 | 11:07 AM EST

Dated: January ___, 2026

By: Robert Haddad
Vice President, Law

APPROVED OF AS TO FORM AND CONTENT BY:

ID 9KfxsxJDnUwfPdgT1XmFvpyc

Dated: January 1/7/2026, 2026

Shaun Setareh
Thomas Segal
Farrah Grant
Setareh Law Group
Counsel for Plaintiff Samy Bazine

APPROVED AS TO FORM BY:

Dated: February 23, 2026

David P. Fuad
Annie H. Chen
Orrick, Herrington & Sutcliffe LLP
Counsel for Defendant Medi Mall, Inc.

Dated: February 25, 2026

Jennifer A. Riley
Samson C. Huang
Duane Morris LLP
Counsel for Defendants Kelly Services Global, LLC and
Kelly Services USA, LLC

eSignature Details

Signer ID:	**9KtxsxJDnUwfPdgT1XmFvpyc**
Signed by:	Shaun Setareh
Sent to email:	shaun@setarehlaw.com
IP Address:	12.160.160.211
Signed at:	Jan 7 2026, 2:35 pm PST

Signer ID:	**y7t3yWcwMmxaUF1wgzXANzF7**
Signed by:	Samy Bazine
Sent to email:	ssmissou@gmail.com
IP Address:	174.193.135.116
Signed at:	Jan 7 2026, 3:51 pm PST