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Attorneys for Defendants PerkinElmer Genetics, Inc.;
PerkinElmer, Inc.; PerkinElmer Health Sciences, Inc.; and
PerkinElmer Informatics, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

KIMBERLY GONZALEZ, as an aggrieved
employee and private attorney general

Plaintiffs,

v.

RANDSTAD PROFESSIONALS US, LLC dba
RANDSTAD LIFE SCIENCES, a Delaware
limited liability company; PERKINELMER
GENETICS, INC., a Pennsylvania corporation;
PERKINELMER, INC., a Massachusetts
corporation; PERKINELMER HEALTH
SCIENCES, INC., a Delaware corporation;
PERKINELMER INFORMATICS, INC., a
Delaware corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 22STCV21991
(consolidated with Case No. 22STCV31369)

Assigned to Hon. Elaine Lu

**STIPULATION OF SETTLEMENT OF
PAGA ACTION AND RELEASE OF PAGA
CLAIMS**

Date Action Filed: July 7, 2022

Plaintiff Kimberly Gonzalez (“Plaintiff”), on the one hand, and Defendants Randstad Professionals US, LLC; PerkinElmer Genetics, Inc.; PerkinElmer, Inc.; PerkinElmer Health Sciences, Inc.; and PerkinElmer Informatics, Inc. (collectively “Defendants”) on the other hand, stipulate as follows:

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

Plaintiff, individually and in her capacity as a representative of the State of California on behalf of other aggrieved employees, and Defendants hereby enter into this Settlement Agreement and Release of Private Attorneys General Act of 2004 Claims (“**Settlement**”) as follows:

I. DEFINITIONS

As used in this Settlement, the following terms shall have the following meanings:

1. **“Action”** shall collectively refer to (1) the civil action entitled *Kimberly Gonzalez v. Randstad Professionals US, LLC et al.*, filed in the Superior Court for the County of Los Angeles on or about July 7, 2022, designated as Case No. 22STCV21991; (2) the civil action entitled *Kimberly Gonzalez v. Randstad Professionals US, LLC et al.*, filed in the Superior Court for the County of Los Angeles on or about September 26, 2022, designated as Case No. 22STCV31369, which was consolidated with Case No. 22STCV21991; and (3) the arbitration proceeding entitled *Kimberly Gonzalez v. Randstad Professionals US, LLC et al.*, submitted to the American Arbitration Association on or about August 22, 2023, designated as Case No. 01-23-0003-7501.

2. **“Defendants”** shall mean Randstad Professionals US, LLC; PerkinElmer Genetics, Inc.; PerkinElmer, Inc.; PerkinElmer Health Sciences, Inc.; and PerkinElmer Informatics, Inc.

3. **“Defense Counsel”** refers to Seyfarth Shaw LLP and Epstein, Becker & Green, P.C.

4. **“Effective Date”** refers to the date upon which both of the following have occurred: (i) approval of the PAGA Settlement is granted by the Superior Court for the State of California for the County of Los Angeles or other court assuming jurisdiction of this matter; and (ii) the Court’s Judgment approving the PAGA Settlement becomes Final. Final shall mean the latest of: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the United States Supreme Court or California Supreme Court; (ii) if a petition for writ of certiorari is filed, the date of denial of the petition

for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

5. **“LWDA”** refers to the California Labor & Workforce Development Agency.

6. **“PAGA”** refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*

7. **“PAGA Period”** shall mean July 23, 2021, and ending on the date the Court approves the Settlement.

8. **“PAGA Settlement Members”** shall mean all current and former hourly-paid, non-exempt employees who were employed by Defendant Randstad Professionals US, LLC as non-exempt employees and who worked at a PerkinElmer location in California during the PAGA Period.

9. **“PerkinElmer”** collectively refers to Defendants PerkinElmer Genetics, Inc.; PerkinElmer, Inc.; PerkinElmer Health Sciences, Inc.; and PerkinElmer Informatics, Inc.

10. **“Plaintiff”** refers to Kimberly Gonzalez individually and in her capacity as a representative of the State of California on behalf of other potentially aggrieved employees.

11. **“Plaintiff’s Counsel”** refers to Protection Law Group, LLP.

12. **“Plaintiff’s Representative Payment”** shall mean the payment made to Plaintiff in her capacity as the PAGA representative to compensate her for prosecuting the Action, and performing work in support of the Action, in the amount of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00), subject to approval by the Superior Court.

13. **“Parties”** collectively refers to Plaintiff and Defendants.

14. **“Randstad”** refers to Defendant Randstad Professionals US, LLC.

15. **“Released Claims”** shall mean any and all claims for the recovery of civil penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the December 1, 2021 Notice submitted by Plaintiff to the LWDA bearing No. LWDA-CM-855330-21, whether known or unknown, to recover civil penalties pursuant to PAGA for any alleged violations of California Labor Code sections, including 201-204, 210, 226, 226.7, 510, 512, 1194, 1197, 1197.1, 1198, 28800, 2802, and 2698 *et seq.*, and the applicable IWC Wage Order for the PAGA Period.

1 16. **“Released Parties”** shall mean Defendants and all of their past and present parents
2 subsidiaries, affiliates, predecessors, related entities, successors, and all of their respective current or
3 former employees, officers, directors, owners (whether direct or indirect), general partners, limited
4 partners, trustees, representatives, shareholders, stockholders, members, successors, assigns, and agents.

5 17. **“Settlement Administrator”** refers to ILYM Group, Inc, a qualified, third-party
6 settlement administrator mutually selected by the Parties to administer the terms of the Settlement.

7 **II. RECITALS**

8 1. On December 1, 2021, Plaintiff’s Counsel sent a letter to the LWDA on behalf of Plaintiff,
9 in compliance with California Labor Code section 2699.3. Plaintiff seeks to represent herself and all
10 PAGA Settlement Members. More than 65 days passed after the letter was sent to the LWDA, and the
11 LWDA did not indicate that it intended to investigate the alleged violations referenced in the letter.

12 2. On July 7, 2022, Plaintiff filed a putative class action Complaint against Defendants alleging
13 individual and class claims for following causes of action: (1) unpaid overtime, (2) unpaid meal period
14 premiums, (3) unpaid rest period premiums, (4) unpaid minimum wages, (5) final wages not timely paid,
15 (6) wages not timely paid during employment, (7) failure to provide accurate wage statements, (8) failure
16 to reimburse necessary business expenses, (9) violation of California Business & Professions Code §§
17 17200 et seq. (“Class Action”).

18 3. On September 26, 2022, Plaintiff filed a representative action complaint in Los Angeles
19 County Superior Court, asserting a cause of action under PAGA. (“PAGA Action”).

20 4. On January 31, 2024, the Parties participated in mediation presided over by the Honorable
21 Daniel Buckley (Ret.), an experienced mediator in PAGA actions. The mediation concluded without a
22 settlement. However, following the mediation, the parties continued to work with the mediator and
23 eventually agreed to settle the Action.

24 5. Counsel for all Parties have thoroughly investigated the facts relating to the claims alleged
25 in this Action, and have made a thorough study of the legal principles applicable to the claims asserted
26 against Defendants. Based on their investigation and evaluation of this case, the Parties’ Counsel have
27 concluded that the settlement is fair, reasonable, and adequate in light of all known facts and
28

1 circumstances, including the defenses asserted by Defendants, potential adverse findings regarding
2 liability, and numerous potential appellate issues.

3 6. Defendants deny, and continue to deny, each and every claim and contention alleged in the
4 Action, and has always maintained that it never engaged in any unlawful acts regarding any of the matters
5 alleged in the Action.

6 **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and conditions set
7 forth, the Parties agree as follows:

8 **III. NON-ADMISSION OF LIABILITY**

9 A. Based on the factual and legal issues involved, the expense and time necessary to prosecute
10 the Action through trial, the risks, uncertainty and costs of further prosecution, the difficulty of proof
11 necessary for purposes of liability, and the relative benefits to the PAGA Settlement Members of an
12 expeditious resolution to the Action, the Parties have concluded that the terms set forth in this Settlement
13 are fair, reasonable, adequate and in the best interests of the PAGA Settlement Members.

14 B. By entering into this Settlement, Defendants deny any liability for any of the claims in the
15 Action, as well as any other potential or unknown claims based on wage and hour violations under state
16 or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor any
17 action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission,
18 concession, or indication by or against Defendants of any unlawful conduct, fault, wrongdoing or liability
19 whatsoever. Defendants specifically deny that they have engaged in any unlawful or wrongful conduct
20 against Plaintiff or the PAGA Settlement Members.

21 **IV. TERMS OF THE PAGA SETTLEMENT**

22 **A. The Total Settlement Payment**

23 Defendants shall pay a settlement payment in a total amount of Three Hundred Thousand Dollars
24 and No Cents (\$300,000.00) (the **“Total Settlement Payment”**). The Total Settlement Payment shall
25 include Plaintiff’s Counsel Payment, Settlement Administration Costs, and the PAGA Fund as these terms
26 are defined below.

1 **B. Plaintiff’s Counsel Payment of Attorneys’ Fees and Costs**

2 1. Plaintiff’s Counsel will apply to the Court for an award of attorneys’ fees of up to
3 35.0% of the Total Settlement Payment, and reasonable litigation costs, or One Hundred and Five
4 Thousand Dollars and No Cents (\$105,000.00) (“**Plaintiff’s Counsel Payment**”). Plaintiff’s Counsel will
5 be responsible for submitting all documents to support their request for attorneys’ fees and costs.

6 2. Defendants will not oppose or object to Plaintiff’s Counsel’s application for
7 attorneys’ fees, 35.0% of the Total Settlement Payment plus all documented and reasonable litigation costs
8 and expenses, not to exceed Seventeen Thousand Dollars and No Cents (\$17,000.00).

9 3. In the event that the Court does not approve an award of attorneys’ fees equal to
10 the requested amount, or the Court alters the payment methodology described herein, it will not be
11 considered a material change of the Settlement and will not operate to terminate or cancel the agreement,
12 and this Settlement will be enforceable.

13 4. The Plaintiff’s Counsel Payment shall be paid from the Total Settlement Payment.
14 Any reductions by the Court of Plaintiff’s Counsel’s request for attorneys’ fees or costs shall revert to the
15 PAGA Fund.

16 **C. Payment to Plaintiff**

17 1. In addition to her Individual Payment, Plaintiff will apply to the Superior Court for
18 a Plaintiff’s Representative Payment in an amount not to exceed Seven Thousand Five Hundred Dollars
19 and No Cents (\$7,500.00). Defendants will not oppose Plaintiff’s Representative Payment. The Settlement
20 Administrator will pay the Plaintiff’s Representative Payment approved by the Superior Court out of the
21 Gross Settlement Amount. Payroll tax withholding and deductions will not be taken from the Plaintiff’s
22 Representative Payment and an IRS Form 1099 will be issued to Plaintiff for this payment.

23 **D. Settlement Administration Costs**

24 1. The cost of the Settlement Administrator to implement and complete the settlement
25 process according to the terms of this Settlement, including the costs to calculate payments to individual
26 PAGA Settlement Members and to prepare any necessary tax documents for PAGA Settlement Members
27 are referred to as the “**Settlement Administration Costs,**” and are estimated to be Six Thousand Dollars
28 and No Cents (\$6,000.00).

1 **E. PAGA Fund**

2 1. After deducting Plaintiff's Counsel Payment, the Settlement Administration Costs,
3 and any court-approved General Release Payment, the remainder of the Total Settlement Payment shall
4 be allocated toward payment to the Labor & Workforce Development Agency and PAGA Settlement
5 Members ("**PAGA Fund**").

6 2. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA and twenty-five
7 percent (25%) of the PAGA Fund will be allocated among the PAGA Settlement Members based on his
8 or her proportionate share of the pay periods worked during the PAGA Period.

9 **V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND**

10 **A. Deposit of Total Settlement Payment**

11 1. The Settlement Administrator shall establish a Qualified Settlement Fund pursuant
12 to Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The
13 Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID Number
14 and calculate all settlement checks based on information that will be confidentially furnished by
15 Defendants.

16 2. Within 7 days after the Effective Date, Defendants shall deposit the Total
17 Settlement Payment with the Settlement Administrator.

18 **B. Formula for Calculating Share of PAGA Fund**

19 The portion of the PAGA Fund that is paid to each PAGA Settlement Member shall be determined
20 based on the following formula:

21 1. The payment to PAGA Settlement Members will be based on the number of pay
22 periods that each PAGA Settlement Member worked at a PerkinElmer location in California during the
23 PAGA Period. Partial weeks will be counted as full pay periods.

24 2. The amount to be paid per pay period worked by a PAGA Settlement Member will
25 be calculated by dividing the value of the portion of the PAGA Fund that will be paid to PAGA Settlement
26 Members by the total number of pay periods worked by all PAGA Settlement Members at a PerkinElmer
27 location in California during the PAGA Period.

28 3. Defendants' records shall be determinative for purposes of calculating the number

of pay periods worked and any payments to PAGA Settlement Members.

C. Distribution of PAGA Fund

1. Defendants shall provide the Settlement Administrator with a list of the names, last known addresses, the number of pay periods worked at a PerkinElmer location in California during the PAGA Period, and Social Security Numbers for the PAGA Settlement Members, to be furnished within thirty (30) days after the Court issues an Order approving the Settlement. This information is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of the information. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement.

2. Within fourteen (14) days after the Effective Date, the Settlement Administrator shall pay to the LWDA an amount equivalent to seventy-five percent (75%) of the PAGA Fund, or as otherwise directed by the Court.

3. Within fourteen (14) days after the Effective Date, the Settlement Administrator shall distribute to PAGA Settlement Members their individual portion of the PAGA Fund (the **"Individual Payment"**), or as otherwise directed by the Court.

4. To provide the best notice practicable, any Individual Payment returned to the Settlement Administrator as non-delivered shall be sent by post-marked First Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding address is provided for an Individual Payment that is returned as non-deliverable, the Settlement Administrator shall use the best available technology accessible (e.g. skip tracing, address verification, etc.) to the Settlement Administrator or other mutually agreeable method to locate PAGA Settlement Members and will then mail the Individual Payment to the address identified by the best available technology accessible to the Settlement Administrator or other mutually agreeable method. If no current address is located, the Individual Payment for that individual will be deemed undeliverable. If any PAGA Settlement Members cannot be located within two attempts at mailings by the Settlement Administrator, the Individual Payment for that individual will be deemed undeliverable and the Settlement Administrator need not take further steps to deliver checks to the PAGA Settlement Member whose re-mailed checks are deemed undeliverable. The Settlement Administrator

1 shall promptly send a replacement check to any PAGA Settlement Member whose original check was lost
2 or misplaced, requested by the PAGA Settlement Member prior to the void date. After 180 days from the
3 date of mailing the Individual payment by the Settlement Administrator, the amount of any undeliverable
4 checks will be void and sent to the State of California State Controller's Office in the PAGA Settlement
5 Member's name. However, the PAGA Settlement Members whose checks were undeliverable will still
6 have released the Released Claims. The Parties agree that this results in no unpaid residue under California
7 Civil Procedure Code section 384, as the entire PAGA settlement payment will be paid out to the LWDA
8 and PAGA Settlement Members. Therefore, Defendants will not be required to pay any interest on said
9 amount.

10 5. The Settlement Administrator shall maintain a list of the postmark date for the
11 original mailing of the Individual Payment to the PAGA Settlement Members, the postmark date of any
12 subsequent mailing to any PAGA Settlement Members, and a list of PAGA Settlement Members who did
13 not receive the Individual Payment due to the inability to locate a valid address using the procedures
14 described herein or who otherwise could not be located within two attempts at mailing.

15 6. All settlement checks will remain valid and negotiable for 180 days from the date
16 of their mailing by the Settlement Administrator. After 180 days from the date of their mailing by the
17 Settlement Administrator, the dollar value of all checks that remain uncashed for more than 180 days will
18 be void and sent to the State of California State Controller's Office in the PAGA Settlement Member's
19 name. However, the PAGA Settlement Members who have not cashed their checks within 180 days from
20 the date of their mailing will still have released the Released Claims. The failure by a PAGA Settlement
21 Member to cash their settlement checks will have no effect on their release of the Released Claims. The
22 Parties agree that this results in no unpaid residue under California Civil Procedure Code section 384, as
23 the entire PAGA settlement payment will be paid out to the LWDA and PAGA Settlement Members,
24 whether or not the PAGA Settlement Members cash their settlement checks. Therefore, Defendants will
25 not be required to pay any interest on said amount.

26 7. The Settlement Administrator will prepare and issue IRS Form 1099 to PAGA
27 Settlement Members who received a payment.
28

D. Settlement Administration Cost Payment

Within fourteen (14) days after the Effective Date, Settlement Administrator shall pay the Settlement Administration Costs directly to the Settlement Administrator.

E. Plaintiff's Counsel Payment

Within fourteen (14) days after the Effective Date, Settlement Administrator shall pay the Plaintiff's Counsel Payment directly to Plaintiff's Counsel.

F. Plaintiff's Representative Payment

Within fourteen (14) days after the Effective Date, Settlement Administrator shall pay Plaintiff's Representative Payment directly to Plaintiff.

VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS

A. Claims Released by The LWDA and All PAGA Settlement Members

Upon the date of entry of an order by the Court in this Action approving this Settlement, the LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever discharge the Released Parties from any and all Released Claims. As a result of this release, the PAGA Settlement Members will be unable to bring a claim for civil penalties under the California Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*, against the Released Parties for any violations of the Released Claims that took place during the PAGA Period.

B. Tax Treatment and Tax Indemnification

Each Individual Payment is intended to settle the PAGA Members' claims for civil penalties arising under PAGA. Accordingly, one hundred percent (100%) of each Individual Payment shall represent civil penalties. PAGA Settlement Members will assume any tax obligations or consequences which may arise from this Settlement. PAGA Settlement Members release any and all claims that they have or may have against Defendants for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Settlement or any compensation provided at any time by Defendants or any of the Released Parties. If any state or federal taxing authority contacts, investigates, or pursues any action against any PAGA Settlement Members for their individual share of taxes related to any payments made under this Settlement or any compensation provided at any time by Defendants or any of the Released

Parties, each PAGA Settlement Member shall be responsible for his or her own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the PAGA Settlement Member's share of any state or federal tax obligation. If a PAGA Settlement Member has questions about any liability to any state or federal taxing authority, they should contact the Settlement Administrator. The PAGA Settlement Members should not contact Defendants, any of the Released Parties, or Defense Counsel.

VII. MISCELLANEOUS PROVISIONS

A. Voiding the Settlement

A failure of the Court to approve any material condition of this Settlement shall render the entire Settlement voidable and unenforceable as to Plaintiff and Defendants, at the option of Plaintiff or Defendants. Each party may exercise its option to void this Settlement as provided above by giving notice, in writing, to the other, and to the Court within fifteen (15) days after the Order failing to approve a material condition of the Settlement has been received by the party seeking to void the Settlement.

B. Mutual Full Cooperation

Plaintiff, Defendants, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by Order of the Court, or otherwise, to effectuate this Settlement.

C. Parties' Authority

The signatories hereto represent that they are fully authorized to enter into this Settlement.

D. Binding Nature of the Settlement

1. This Settlement shall be binding upon, and inure to the benefit of, the successors or assigns of the Released Parties. Plaintiff represents, covenants, and warrants that she has not directly or indirectly, assigned, transferred, encumbered, any claim, demand, action, cause of action or rights released in the Released Claims in this Settlement. This Settlement also shall be binding upon Plaintiff and the PAGA Settlement Members.

2. This Settlement may be amended or modified only by a written instrument signed

1 by Plaintiff's Counsel and Plaintiff, as well as Defense Counsel and Defendants. No rights under this
2 Settlement may be waived except in writing.

3 3. This Settlement constitute the entire agreement between Plaintiff and Defendants
4 relating to the terms contained herein. All prior or contemporaneous agreements, understandings and
5 statements, whether oral or written, whether express or implied, and whether by a party or their counsel,
6 concerning this Settlement are merged herein. No oral or written representations, warranties or
7 inducements have been made to any party concerning this Settlement or its exhibits other than the
8 representations, warranties and covenants contained and memorialized in such documents.

9 4. Paragraph titles or captions contained herein are inserted as a matter of convenience
10 and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of
11 its provisions. Each term of this Settlement is intended to be contractual and not merely a recital.

12 **E. Joint Drafting of Settlement Documents**

13 1. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result
14 of a series of arm's-length negotiations, taking into account all relevant factors, present and potential.

15 2. This Settlement has been drafted jointly by Plaintiff's Counsel and Defense
16 Counsel and, therefore, in any construction or interpretation of this Settlement, the same shall not be
17 construed against any of the Parties.

18 3. Plaintiff and Plaintiff's Counsel agree that none of the documents provided to them
19 by Defendants shall be used for any purpose other than the settlement of this Action. Specifically, none
20 of the documents provided shall be used to pursue any subsequent claims or litigation against Defendants
21 or the Released Parties.

22 **F. Execution of the Settlement**

23 This Settlement may be executed in one or more counterparts and by e-mail or facsimile. All
24 executed copies of this Settlement and photocopies thereof shall have the same force and effect and shall
25 be as legally binding and enforceable as the original.

26 **G. No Press Release or Publicity Regarding the Terms of the Settlement**

27 Plaintiff and Plaintiff's Counsel, as well as Defendants and Defense Counsel, agree that they will
28 not issue any media or press release, initiate any contact with the media or the press, respond to any media

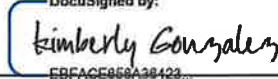
or press inquiry or have any communications with the media or the press about the fact, amount or terms of this Settlement. Plaintiff and Plaintiff's Counsel shall not publicize or refer to the fact or amount of the Settlement, on their websites, social media, any other marketing materials, professional organization such as CELA, or legal publication. Plaintiff and Plaintiff's Counsel will not state on their websites, social media, any other marketing materials, or legal publications, that Defendants engaged in any act contrary to California law, or denied payment owed to individuals classified as independent contractors or employees, or otherwise disparage Defendants, or otherwise identify Defendants. Defendants shall be allowed to report the Settlement or results of this lawsuit if required to do so by public disclosure regulatory requirements or with respect to any financial or other disclosures which in their judgment are necessary.

H. Continuing Jurisdiction of the Court

Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the administration of the benefits of this Settlement.

DATED: 6/6/2024

KIMBERLY GONZALEZ

By: 
 EBFACE958A38423...

DATED: 6/13/2024

RANDSTAD PROFESSIONALS US, LLC

By: 

Name: Patricia Mullen

Position: Senior Deputy General Counsel

DATED:

PERKINELMER, INC.

By: _____

Name: _____

Position: _____

or press inquiry or have any communications with the media or the press about the fact, amount or terms of this Settlement. Plaintiff and Plaintiff's Counsel shall not publicize or refer to the fact or amount of the Settlement, on their websites, social media, any other marketing materials, professional organization such as CELA, or legal publication. Plaintiff and Plaintiff's Counsel will not state on their websites, social media, any other marketing materials, or legal publications, that Defendants engaged in any act contrary to California law, or denied payment owed to individuals classified as independent contractors or employees, or otherwise disparage Defendants, or otherwise identify Defendants. Defendants shall be allowed to report the Settlement or results of this lawsuit if required to do so by public disclosure regulatory requirements or with respect to any financial or other disclosures which in their judgment are necessary.

H. Continuing Jurisdiction of the Court

Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the administration of the benefits of this Settlement.

DATED:

KIMBERLY GONZALEZ

By: _____

DATED:

RANDSTAD PROFESSIONALS US, LLC

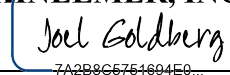
By: _____

Name: _____

Position: _____

DATED: 30 May 2024 | 9:46 AM EDT

PERKINELMER, INC.

By:  _____

Name: Joel Goldberg

Position: SVP, General Counsel

DATED:

PERKINELMER GENETICS, INC.

By: _____

Name: _____

Position: _____

DATED:

PERKINELMER HEALTH SCIENCES, INC.

By: _____

Name: _____

Position: _____

DATED:

PERKINELMER INFORMATICS, INC.

By: _____

Name: _____

Position: _____

AGREED AS TO FORM:

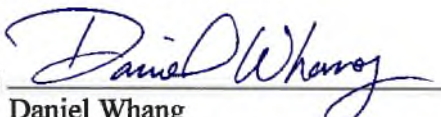
DATED: 6/6/2024

PROTECTION LAW GROUP, LLP

By: 
Amir Nayebdadash
Attorneys for Plaintiff Kimberly Gonzalez

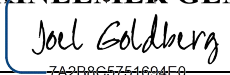
DATED: 6/13/2024

SEYFARTH SHAW LLP

By: 
Daniel Whang
Attorneys for Defendant Randstad Professionals
US, LLC.

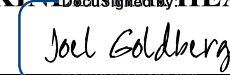
DATED: 30 May 2024 | 9:46 AM EDT

PERKINELMER GENETICS, INC.

By: 
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Name: Joel Goldberg
Position: SVP, General Counsel

DATED: 30 May 2024 | 9:46 AM EDT

PERKINELMER HEALTH SCIENCES, INC.

By: 
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Name: Joel Goldberg
Position: SVP, General Counsel

DATED: 30 May 2024 | 9:46 AM EDT

PERKINELMER INFORMATICS, INC.

By: 
7A2B8C5754694E0...
Name: Joel Goldberg
Position: SVP, General Counsel

AGREED AS TO FORM:

DATED:

PROTECTION LAW GROUP, LLP

By: _____
Amir Nayebedadash
Attorneys for Plaintiff Kimberly Gonzalez

DATED:

SEYFARTH SHAW LLP

By: _____
Daniel Whang
Attorneys for Defendant Randstad Professionals
US, LLC.

1 DATED: June 13, 2024

EPSTEIN, BECKER & GREEN, P.C.

2
3 By: _____

Jonathan Brenner

4 Attorneys for Defendants PerkinElmer Genetics,
5 Inc.; PerkinElmer, Inc.; PerkinElmer Health
6 Sciences, Inc.; and PerkinElmer Informatics, Inc.