SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIM

This PAGA Settlement Agreement and Release of the Private Attorneys General Act of 2004 ("PAGA") Claim ("Agreement") is made by and between Plaintiff Bryce Stubblefield ("Plaintiff"), on behalf of himself and acting as private attorney general on behalf of other allegedly Aggrieved Employees (as defined below), and Defendant Go-Staff, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant, captioned *Stubblefield v. Go-Staff, Inc., et. Al.,* Case No. 23STCV03781 initiated on February 21, 2023, and pending in the Superior Court of the State of California, County of Los Angeles.

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 Employees" means all non-exempt current and former employees employed by Defendant in California at any time 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 all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of Los Angeles.

1.8. "Defendant" means named Defendant Go-Staff, Inc.

1.9. "Defense Counsel" means and refers to Law Office of Annie M. Ellis, A.P.C. counsel for Defendant in the Action.

1.10. "Effective Date" means the date by when both of the following have occurred: (a) Defendant receives the Final Order approving the PAGA Settlement and (b) the order is final. The order is final on the day it is entered by the Court.

1.11. "Gross Settlement Amount" means $615,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay the Representative Enhancement Award, Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

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

1.13. "Final Order" means the final signed Order/Judgment entered by the Court providing Approval of the Settlement.

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

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

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

1.17. "PAGA Counsel" means Haig B. Kazandjian Lawyers, APC, the attorneys representing the Plaintiff in the Action.

1.18. "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.

1.19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one (1) day during the PAGA Period.

1.20. "PAGA Period" means the period from December 18, 2021 through the date the Court approves the Settlement, unless otherwise modified by Defendant per paragraph 8 of this Agreement.

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

1.22. "PAGA Notices" means Plaintiff Bryce Stubblefield's July 21, 2022, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a) and the Amended PAGA Notice dated December 5, 2025.

1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount after deductions for PAGA Counsel Fees Payment, Administration Expenses Payment, and Plaintiff's Representative Enhancement Award, as approved by the Court, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.24. "Plaintiff" means Bryce Stubblefield, the named plaintiff in the Action.

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

1.26. "Released Parties" means: Defendant and each of its former and present officers, directors, shareholders, agents, assigns, attorneys, insurers, agents, independent contractors, employees, predecessor, successors, parents, subsidiaries, affiliated, related entities or other representatives of any kind, and related parties that have been asserted or could have been asserted in the Operative Complaint. To the extent permissible by applicable law and subject to Court approval, the Released Parties shall not encompass any purported joint employers of the Aggrieved Employees and/or entities for whom the Aggrieved Employees performed services during the PAGA Period, whether clients of Defendant or otherwise, although all defenses (including, but not limited to, standing, offset, accord and satisfaction) are preserved.

1.27. "Representative Enhancement Award" means the amount of money for which Plaintiff shall make application to the Court for services performed and risks incurred in bringing the Action, in an amount not to exceed Fifteen Thousand Dollars and No Cents ($15,000.00) for Plaintiff Bryce Stubblefield, which shall be paid out of the Gross Settlement Amount.

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

2. **RECITALS**.

2.1. On February 21, 2023, Plaintiff Bryce Stubblefield commenced this Action by filing a Complaint alleging a single cause of action for penalties under PAGA against Defendant Go-Staff, Inc. for alleged violations of the California Labor code committed against Plaintiff and the Aggrieved Employees for failure to provide employment records, failure to pay overtime/double time, failure to provide meal and rest periods, failure to pay minimum wages, failure to keep accurate and provide itemized wage statements, failure to pay reporting time, failure to pay "split shift" premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to reimburse necessary business-related expenses and costs, failure to provide notice of paid sick time and accrual, and engaging in other conduct that resulted in violations of the California Labor Code, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226(a), 226(e), 226.7, 245 *et seq.*, 432, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2800, and 2802, California Code of Regulations, Title 8, section 11050(5)(A); California Code of Regulations 11050(4)(C); and violations of the applicable IWC Wage Orders.

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

2.3. Defendant denies all of the allegations in the Action, including all PAGA representative claims, and Defendant further denies that it committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, information and documentation concerning the claims set forth in the Action, such as documentation regarding Plaintiff's employment; information regarding the number of Aggrieved Employees; and the total pay periods worked by the Aggrieved Employees.

2.5. On December 3, 2024, the Parties participated in an all-day mediation presided over by Doug Glass, Esq. that did not result in a settlement. However, subsequent discussions between the Parties led to this Agreement to settle the Action on the terms set forth below.

2.6. On December 5, 2025, Plaintiff filed an amended PAGA Notice pursuant to Labor Code section 2699.3, subd. (a), and gave timely written notice to Defendant and the LWDA. The Amended PAGA Notice alleged additional violations of California Labor Code §§ 201.3, 212, 213, 226.3, 227.3, 1185, 1199, and 2927, allegedly commited by Defendant. As of February 9, 2026, 65 Days after Plaintiff filed his Amended PAGA Notice, Plaintiff did not receive correspondence from the LWDA regarding its intent to investigate Plaintiff's claims.The Parties intend to submit a stipulation to file a First Amended Complaint, which will include the additional alleged violations of California Labor Code §§ 201.3, 212, 213, 226.3, 227.3, 1185, 1199, and 2927, against Defendant, as described in Plaintiff's December 5, 2025

Amended PAGA Notice. Plaintiff's First Amended Complaint will therefore allege a single cause of action for penalties under PAGA against Defendant Go-Staff, Inc. for alleged violations of the California Labor code committed against Plaintiff and the Aggrieved Employees for failure to provide employment records, failure to pay overtime/double time, failure to provide meal and rest periods, failure to pay minimum wages, failure to keep accurate and provide itemized wage statements, failure to pay reporting time, failure to pay "split shift" premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to reimburse necessary business-related expenses and costs, failure to provide notice of paid sick time and accrual, failure to comply with requirements applicable to temporary services employees; failure to issue compliant wage pay instruments; failure to pay out all vested and accrued vacation wages upon termination; failure to comply with wage orders; failure to provide immediate payment of compensation upon discharge; violation of Labor Code section 558; failure to and engaging in other conduct that resulted in violations of the California Labor Code, including but not limited to violations of California Labor Code sections 201, 201.3. 202, 203, 204, 210, 212, 213, 226, 226(a), 226(e), 226.3, 226.7, 227.3, 245 *et seq.*, 432, 510, 512, 558, 1174, 1174.5, 1182.12, 1185, 1194, 1197, 1197.1, 1198, 1199, 1198.5, 2800, 2802, and 2927; California Code of Regulations, Title 8, section 11050(5)(A); California Code of Regulations 11050(4)(C); and violations of the applicable IWC Wage Orders. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint").

3. MONETARY TERMS.

3.1. Subject to the Court's approval of this Settlement pursuant to Labor Code section 2699(1)(2), which counsel and the Parties agree to recommend in good faith to the Court, the Parties agree to the following binding Settlement of the Action.

3.2. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $615,000.00 according to the following schedule — $250,000.00 due within 30 days of the Effective Date; $200,000.00 due within 60 days after the first payment; and $165,000.00 due within 60 days after the second payment; this amount constitutes the Gross Settlement Amount, which reflects the maximum amounts of payments Plaintiff will request the Court to approve in Paragraph 3.3 below. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.3. 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 Order:

3.3.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than forty percent (40%), which is currently estimated to be two-hundred forty-six thousand and zero cents ($246,000.00), plus a PAGA Counsel Litigation Expenses Payment of not more than $20,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file a joint stipulation for approval of settlement, including 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 indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.3.2. To the Administrator: An Administrator Expenses Payment not to exceed $21,000.00, 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 $21,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.3.3. To the Plaintiff: Subject to Court approval, a Representative Enhancement Award not to exceed $15,000.00. Defendant will not oppose a request for Court approval of this payment provided that it does not exceed this amount. Plaintiff and/or PAGA counsel will file an application or motion for Representative Enhancement Award. If the Court approves a Representative Enhancement Award less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Representative Enhancement Award using an IRS 1099 Form.

3.3.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $313,000.00 to be paid from the Gross Settlement Amount, with seventy-five percent (75%) ($234,750.00) allocated to the LWDA PAGA Payment and twenty-five percent (25%) ($78,250.00) allocated to the Individual PAGA Payments.

3.3.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties ($78,250.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.3.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. 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 to date, Defendant estimates there are 6,311 Aggrieved Employees who worked approximately 65,000 PAGA Pay Periods in the time period of December 18, 2021 through the date of mediation.

4.2. Aggrieved Employee Data. Within ten (10) days after the Effective Date, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Within five (5) business days after the Effective Date, the Administration shall send Defendant's Counsel payment instructions to fund the Gross Settlement Amount. Defendant shall pay the Gross Settlement Amount in the timeframe set forth in Paragraph 3.2.

4.4. Payments from the Gross Settlement Amount. Within five (5) business days after Defendant funds the final installment of the Gross 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 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 retuned undelivered without a 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 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. The Final Order will have claim preclusive impact on the Aggreived Employees with respect to the Settlement irrespective of whether their Individual PAGA Payment checks are cashed, uncashed, or cancelled.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

5.1. <u>Plaintiff's Release</u>. Plaintiff and his former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, releases and discharges Defendant and its Released Parties all claims and charges that have been asserted or could have been asserted in the Operative Complaint, which includes the *California Labor Code* Private Attorneys General Act of 2004 (PAGA) claim based on Defendant's alleged failure to provide employment records, failure to pay overtime/double time, failure to provide meal and rest periods, failure to pay minimum wages, failure to keep accurate and provide itemized wage statements, failure to pay reporting time, failure to pay "split shift" premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to reimburse necessary business-related expenses and costs, failure to provide notice of paid sick time and accrual, failure to comply with requirements applicable to temporary services employees; failure to issue compliant wage pay instruments; failure to pay out all vested and accrued vacation wages upon termination; failure to comply with wage orders; failure to provide immediate payment of compensation upon discharge; violation of Labor Code section 558; failure to and engaging in other conduct that resulted in violations of the California Labor Code, including but not limited to violations of California Labor Code sections 201, 201.3. 202, 203, 204, 210, 212, 213, 226, 226(a), 226(e), 226.3, 226.7, 227.3, 245 *et seq.*, 432, 510, 512, 558, 1174, 1174.5, 1182.12, 1185, 1194, 1197, 1197.1, 1198, 1199, 1198.5, 2800, 2802, and 2927; California Code of Regulations, Title 8, section 11050(5)(A); California Code of Regulations 11050(4)(C); violations of the applicable IWC Wage Orders; and all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the Operative Complaint and PAGA Notice to the LWDA during the PAGA Period.

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: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims and charges that have been asserted or could have been asserted in the Operative Complaint, which includes the *California Labor Code* Private Attorneys General Act of 2004 (PAGA) claim based on Defendant's alleged failure to provide employment records, failure to pay overtime/double time, failure to provide meal and rest periods, failure to pay minimum wages, failure to keep accurate and provide itemized wage statements, failure to pay reporting time, failure to pay "split shift" premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to reimburse necessary business-related expenses and costs, failure to provide notice of paid sick time and accrual, failure to comply with requirements applicable to temporary services employees, failure to issue compliant wage pay instruments, failure to pay out all vested and accrued vacation wages upon termination, failure to comply with wage orders, failure to provide immediate payment of compensation upon discharge, violation of Labor Code section 558, failure to and engaging in other conduct that resulted in violations of the California Labor Code, including but not limited to violations of California Labor Code sections 201, 201.3. 202, 203, 204, 210, 212, 213, 226, 226(a), 226(e), 226.3, 226.7, 227.3, 245 *et seq.*, 432, 510, 512, 558, 1174, 1174.5, 1182.12, 1185, 1194, 1197, 1197.1, 1198, 1199, 1198.5, 2800, 2802, and 2927; California Code of Regulations, Title 8, section 11050(5)(A); California Code of Regulations 11050(4)(C); violations of the applicable IWC Wage Orders; and all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the Operative Complaint and PAGA Notices to the LWDA during the PAGA Period. To the extent enforceable by applicable law and subject to Court approval, the settlement and release shall not encompass any purported joint employers of the PAGA Employee Group and/or entities for whom members of the PAGA Employee Group performed services during the PAGA Period, whether clients of Defendant or otherwise, although all defenses (including, but not limited to, standing, offset, accord and satisfaction) are preserved.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file a joint stipulation for approval of this Settlement.

6.1. Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the joint stipulation for approval of this Settlement. PAGA Counsel is responsible for delivering the Court's Final Order and Judgment to the Administrator.

6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed joint stipulation or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the

Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

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

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

Based on its records, Defendants estimates that, as of the date of this Settlement Agreement, there are an estimated 6311 Aggrieved Employees who worked 65,000 Pay Periods during the PAGA Period. In the event the actual number of Aggrieved Employee Pay Periods is more than 10% higher than this estimated amount (*i.e.*, more than 71,500) between December 18, 2021, through the date of court approval of the Settlement, then Defendant may elect to increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in the number of Pay Periods exceeding 10% (e.g., if the excess is 15%, the Gross Settlement Amount may increase by 5%; if the excess is 25%, the gross settlement may increase by 15%), or alternatively, Defendant in its discretion may end the PAGA Period on an earlier date in order that the Gross Settlement Amount does not increase.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Final Order, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Final Order, (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 Final Order is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Final Order, 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 an Aggrieved Employee or 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.

10. ADDITIONAL PROVISIONS.

10.1. Voiding the Agreement: The Agreement shall be voidable and unenforceable as to all Parties herein at the option of either Party if (a) the Court should for any reason fail to approve this Settlement in the form agreed to by the Parties, (b) the Court should for any reason fail to enter a judgement, or (c) the approval of the Settlement and judgement is reserved, modified, or declared or rendered void. In that event, neither the Settlement nor any of the related negotiations or proceedings shall be of any force or effect, and all parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court. Notwithstanding the foregoing, the Parties shall attempt in good faith to cure any perceived defects in the Settlement to facilitate approval.

10.2. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. Further, nothing in this Agreement can be used, directly or indirectly, to introduce, use, or admit in this Action or in any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order (i.e., evidence of a "first" or "initial" violation), or any liability, obligation, or duty at law or in equity, or for any other purpose. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves 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). This Agreement is a settlement document and shall, pursuant to California Evidence Code section 1152 and/or Federal Rules of Evidence 408, be in admissible in evidence in any proceeding, except an action or proceeding to approve the Settlement, and/or to interpret or enforce 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 Plaintiff 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, 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 Mediator Doug Glass, Esq. 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 Plaintiff, 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. Enforcement Actions: This Agreement is binding and enforceable under California Code of Civil Procedure section 664.6. Except as otherwise provided in this Agreement, in the event that one or more of the Parties to this Agreement institutes any action or proceeding in this case under California Code of Civil Procedure section 664.6 or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs incurred in connection with any enforcement actions.

10.11. 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.

10.12. 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.

10.13. Confidentiality. Other than information necessary to secure Court approval of this settlement, the Parties agree to keep confidential all matters relative to this settlement, including the terms of the settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than "the matter has been resolved" or "the matter has settled." The Parties may, however, discuss the terms of this settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this settlement shall be informed that the terms of this settlement are confidential, and the individual may not reveal or disclose to any third-party the terms of the settlement. Plaintiff's Counsel shall make no public statement or release, and agree not to post or advertise the settlement terms, amount, or that they obtained a settlement from Defendant on their website or online in any capacity.

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

10.15. 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.

10.16. 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.

10.17. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach in this Agreement.

10.18. 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:
Haig B. Kazandjian, Esq.
Cathy Gonzalez, Esq.
HAIG B. KAZANDJIAN LAWYERS, APC
801 North Brand Blvd., Suite 1015
Glendale, CA 91203
Telephone: (818) 696-2306
Facsimile: (818) 696-2307
Email: haig@hbklawyers.com; cathy@hbklawyers.com;

To Defendant:
Annie M. Ellis, Esq.
LAW OFFICE OF ANNIE M. ELLIS, A.P.C.
2170 Fourth Ave.
San Diego, California 92101-2110
Telephone: (619) 798-8075
Facsimile: (619) 331-2177
Email: annie.ellis@annieellislaw.com; melissa.popham@annieellislaw.com

10.19. 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.

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

Dated: 05 / 07 / 2026

By: ______________________
Plaintiff, BRYCE STUBBLEFIELD

05 / 04 / 2026

Dated: _______ By: ______________________________

Defendant, GO-STAFF, INC.

By: Scott Crumrine

Its: CEO

APPROVED AS TO FORM:

Dated: ________ HAIG B. KAZANDJIAN LAWYERS, APC

____

Haig B. Kazandjian, Esq.
Cathy Gonzalez, Esq.

05 / 04 / 2026

Dated: _________ LAW OFFICE OF ANNIE M. ELLIS A.P.C.

Annie Ellis

____

Annie M. Ellis, Esq.

Dated: _______ By: ______________________________

Defendant, GO-STAFF, INC.

By: ____________________

Its: ____________________

APPROVED AS TO FORM:

Dated: 05/07/2026 HAIG B. KAZANDJIAN LAWYERS, APC

____

Haig B. Kazandjian, Esq.
Cathy Gonzalez, Esq.

Dated: _________ LAW OFFICE OF ANNIE M. ELLIS A.P.C.

____

Annie M. Ellis, Esq.