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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

GABRIELLE AVILLANOZA, an individual, DIMETRIEZE WALKER, an individual, Plaintiffs, vs. RANDSTAD GENERAL PARTNER (US) LLC, a Delaware limited liability company, and DOES 1 through 50, Defendants.	**CASE NO: 37-2022-00034713-CU-0E-CTL** Hon. James A. Mangione **PAGA SETTLEMENT AGREEMENT**

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made by and between Plaintiffs Gabrielle Avillanoza and Dimetrieze Walker ("Plaintiffs"), and Defendant Randstad General Partner (US), LLC ("Defendant" or "Randstad"). This Agreement refers to Plaintiffs and Randstad collectively as the "Parties."

1. <u>DEFINITIONS</u>

1.1. The term "Action" means Plaintiffs' Private Attorneys General Act ("PAGA") lawsuit alleging wage and hour violations against Randstad captioned *Gabrielle Avillanoza, et al. v. Randstad General Partner (US), et al.*, Case No. 37-2022-00034713 (San Diego County Super. Ct.).

1.2. The term "Aggrieved Employee" means any person employed by Randstad at its San Diego, California Office during the PAGA Period, as defined below.

1.3. The term "Court" means the Superior Court of California, County of San Diego.

1.4. The term "Defendant's Counsel" means Kabat Chapman & Ozmer LLP.

1.5. The term "Effective Date" means the date on which the Court enters a Final Judgment on its Order Approving the PAGA Settlement.

1.6. The term "Gross Settlement Amount" means $50,000, which is the total amount Randstad agrees to pay under the Settlement, except as provided in Paragraph 6.2 below. The Gross Settlement Amount includes Individual PAGA Payments, the LWDA PAGA Payment, and all attorneys' fees, costs, and expenses incurred by Plaintiffs' Counsel in prosecuting this Action.

1.7. The term "PAGA Notice" means Plaintiff Gabrielle Avillanoza's August 29, 2022 letter to Randstad and the LWDA, Plaintiff Gabrielle Avillanoza's September 2, 2022 letter to Randstad and the LWDA, and Plaintiffs' September 14, 2022 letter to Randstad and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.8. The term "PAGA Period" means the time from August 29, 2021 through December 3, 2024.

1.9. The term "Plaintiffs' Counsel" means Pancer Law Corporation, the attorneys representing Plaintiffs in the Action.

1.10. The term "Released Parties" means Randstad and all of its successors, parents, related entities, and other affiliated corporations, divisions, subsidiaries, partnerships, officers, directors, shareholders, employees, agents, attorneys, predecessors, successors, and assigns (and the officers, agents, attorneys, successors, and assigns of such parent or other affiliated corporations, divisions, partnerships, and subsidiaries).

1.11. The term "Settlement" means the disposition of the Action effected by this Agreement and the Final Judgment entered by the Court.

2. RECITALS

2.1. On or about August 29, 2022, Plaintiff Gabrielle Avillanoza commenced this Action by filing a Complaint asserting individual and class claims against Randstad based on alleged violations of the California Labor Code. On September 2, 2022, Plaintiff Gabrielle Avillanoza filed a First Amended Complaint asserting individual and class claims against Randstad based on alleged violations of the California Labor Code and California's Fair Employment and Housing Act ("FEHA"), as well as a PAGA claim based on the same underlying alleged Labor Code violations. On September 14, 2022, Plaintiffs filed a Second Amended Complaint adding Plaintiff Dimetrieze Walker as a named Plaintiff in the Action. The Second Amended Complaint is the operative complaint in the Action (the "Operative Complaint").

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

2.3. On November 1, 2022, Randstad removed the Action to the United States District Court for the Southern District of California, Case No. 3:22-cv-01704.

2.4. On January 30, 2023, the Parties entered into a stipulation to dismiss Plaintiffs' individual and class claims and to remand Plaintiffs' PAGA claims—the only claims remaining in the case—to the Superior Court of California, County of San Diego.

2.5. On February 22, 2023, the Parties participated in a mediation presided over by Joel Grossman, during which the Parties resolved Plaintiffs' individual claims against Randstad. In exchange for adequate consideration, Plaintiffs released all claims against the Released Parties, save the PAGA claims at issue in this Action.

2.6. On December 3, 2024, the Parties participated in an all-day mediation presided over by Joel Grossman, which led to this Agreement to settle the Action.

2.7. In negotiating this Settlement, Plaintiffs have taken into account the uncertainty and risk of the outcome of further litigation, including the uncertainty and chance of success on their individual PAGA claims in arbitration and their representative PAGA claims in Court. Plaintiffs have also considered the expense and length of the proceedings necessary to litigate their claims through trial and through any possible appeals, and the burdens of proof necessary to establish liability for the claims asserted in the action, both generally and in response to Defendant's defenses thereto, and the difficulties and delays inherent in such litigation. Based on the foregoing, Plaintiffs have determined that the Settlement is fair and promotes PAGA's objectives. In addition, reaching this Settlement now has the potential for having a higher value today than it might have later if this litigation were to continue.

2.8. Randstad denies any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action, and believes it has valid defenses to Plaintiffs' claims, including based on the statute of limitations and whether Plaintiffs are aggrieved employees entitled to recover under PAGA. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement Agreement, may be construed as, or may be used as an admission, concession or indication by or against Randstad of any fault, wrongdoing or liability whatsoever, or of any concession that a representative action, other than for purposes of this Settlement, would be appropriate in this or any other case.

2.9. Under California Law, the State may assess and collect civil penalties from employers for violations of certain provisions of the Labor Code. See Cal. Lab. Code §§ 2699(a). Under PAGA, however, if an "aggrieved" employee gives written notice to the State and the employer of the specific provision of the Labor Code alleged to have been violated, and the State thereafter decides not to investigate, or does investigate and determines that a citation against the employer should not issue, the employee may, "as an alternative" to enforcement by the State, bring a civil action under PAGA to recover civil penalties "on behalf of himself or herself and other current or former employees." *Id.*

2.10. Labor Code section 2699(l)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part."

2.11. The Parties, Plaintiffs' Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. SETTLEMENT CONSIDERATION

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 6.2 below, Randstad promises to pay $50,000 and no more as the Gross Settlement Amount. Randstad has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 5.1 of this Agreement. Randstad 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 Randstad.

3.2. Payments from the Gross Settlement Amount. Randstad will make the following payments from the Gross Settlement Amount as follows:

3.2.1. To Plaintiffs: In consideration for the promises and covenants made by the Parties as set forth in this Agreement, and in full release and settlement by Plaintiffs of any and all claims, whether known or unknown, Randstad shall pay Plaintiffs a total payment of Ten Thousand and 00/100 Dollars ($10,000.00), which shall be paid as follows:

(a) Five Thousand and 00/100 Dollars ($5,000) to Plaintiff Gabrielle Avillanoza, subject to all applicable withholdings and deductions, for which Randstad shall issue Plaintiff Avillanoza an IRS Form W2;

(b) Five Thousand and 00/100 Dollars ($5,000) to Plaintiff Dimetrieze Walker, subject to all applicable withholdings and deductions, for which Randstad shall issue Plaintiff Avillanoza an IRS Form W2.

3.2.2. To Plaintiffs' Counsel: Randstad agrees to pay Plaintiff's Counsel attorney fees of 35% (thirty five percent) of the Gross Settlement Amount, equaling $17,500 (seventeen thousand five hundred dollars) and reimbursement of actual costs in the amount of $7,981.73, for a total of a total of Twenty-Five Thousand Four Hundred and Eighty-One and 73/100 Dollars ($25,481.73) ("Attorneys' Fees"), for which Randstad shall issue Pancer

Law Corporation an IRS Form 1099. Randstad will not oppose requests for Court approval of this payment provided that it does not exceed this amount. Plaintiffs and Randstad shall cooperate in the preparation of a stipulation and proposed order for the Court to review and approve this settlement, including Plaintiff's counsel's requested fees and costs award. Plaintiffs' Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fees and holds Randstad harmless, and indemnifies Randstad, from any dispute or controversy regarding any division or sharing of any of the Attorneys' Fees.

3.2.3. To the LWDA and Aggrieved Employees: Randstad will pay a total of Fourteen Thousand Five Hundred and Eighteen and 27/100 Dollars ($14,518.27) to the Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged or that could have been alleged to have been violated in the Operative Complaint with respect to Aggrieved Employees based on the facts alleged in the PAGA Notice and the Operative Complaint for violation of PAGA, during the PAGA Period. Pursuant to PAGA, Seventy Five Percent (75%) of this amount (Ten Thousand Eight Hundred and Eighty-Eight and 70/100 Dollars ($10,888.70)) will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) (Three Thousand Six Hundred and Twenty-Nine and 57/100 Dollars ($3,629.57)), will be paid to the Aggrieved Employees according to the following formula:

(a) Randstad will calculate: (i) the total number of weeks worked by each Aggrieved Employee during the PAGA Period, and (ii) the total number of weeks worked by all Aggrieved Employees during the PAGA Period.

(b) To determine each Aggrieved Employee's payment, Defendant will use the following formula: Settlement Payment = $3,629.57 × [Weeks Worked by Individual Aggrieved Employee During the PAGA Period ÷ Total Weeks Worked by All Aggrieved Employees during PAGA Period].

4. RELEASE OF CLAIMS

4.1. Plaintiffs' Individual Releases.

4.1.1. In exchange for the additional consideration Plaintiffs are receiving from Randstad under Paragraph 3.2.1 of this Agreement, Plaintiffs hereby settle with, compromise, release, remit, acquit, discharge, and reach accord and satisfaction upon any and all claims, demands, causes of action, remedies, obligations, damages, and liabilities which they had or now have, whether known or unknown, against the Released Parties arising at any point in the past, up to the Effective Date of this Agreement. This release specifically includes, but is not limited to, any claims for wages, back pay, front pay, bonuses, commissions, severance pay, emotional distress, liquidated damages, compensatory damages, penalties, exemplary damages, or punitive damages arising out of or related to Plaintiffs' employment or separation of employment with Randstad.

4.1.2. In exchange for the additional consideration Plaintiffs are receiving from Randstad under Paragraph 3.2.1 of this Agreement, Plaintiffs further unconditionally release, discharge, and hold each and every Released Party harmless from each and every claim, cause of action, right, liability, or demand of any kind and nature in existence at the time this Agreement is executed, and from any claims which may be derived therefrom, that Plaintiffs had, have, or might claim to have against any Released Party, including, but not limited to, Randstad, including, but not limited to, any and all claims:

(a) arising from Plaintiffs' employment and other terms and conditions of their employment relationship with Randstad;

(b) relating to the separation of Plaintiffs' employment relationship with Randstad;

(c) under the Civil Rights Acts of 1866, 1871, 1964, and 1991; 42 U.S.C. §§ 1981 through 1988; the Americans With Disabilities Act, 42 U.S.C. § 12101 *et seq*.; the Rehabilitation Act of 1973; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 18 *et seq*.; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq*. (including the Equal Pay Act); the Uniform Services Employment and Reemployment Act, 38 U.S.C. § 43 *et seq*.; the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq*.; the Older Workers Benefit Protection Act; the

Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 *et seq.*; the National Labor Relations Act, 29 U.S.C. § 151 *et seq*.; the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq*.; Section 806 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. § 1514A; the California Family Rights Act; the California Constitution; the California Fair Employment & Housing Act; the California Labor Code; the California Private Attorneys General Act, all including any amendments and their respective implementing regulations, and any other federal, state, local or foreign law (statutory, regulatory, or otherwise); however, the identification of specific statutes is for purposes of example only, and the omission of any specific statute or law shall not limit the scope of this general release in any manner;

(d) based on any and all federal, state, or local laws regarding employment discrimination, harassment, or retaliation on the basis of disability (physical, mental or otherwise), perceived disability (physical, mental, or otherwise), mental condition, perceived mental condition, race, color, religion, sex/gender, sexual orientation, national origin, handicap, age, marital status, military or veteran status, or any other category protected by law (further including any regulation of an administrative agency or government authority, relating to discrimination, harassment, or retaliation in employment);

(e) based on any failure to provide reasonable accommodation(s) and any failure to engage in the interactive process;

(f) based on any claims arising under tort, contract (oral, written, implied-in-fact, or otherwise), or quasi-contract laws or theories, whether arising under common law, constitution, statute, code, ordinance, regulation, or other applicable law, including but not limited to claims of breach of express or implied contract, wrongful, retaliatory, or constructive discharge, fraud, negligence, whistleblowing, defamation, negligent or intentional infliction of emotional distress, breach of implied covenant of good faith and fair dealing, promissory estoppel, detrimental reliance, invasion of privacy, false imprisonment, non-physical injury, or any other harm;

(g) based on any and all claims for compensation of any type whatsoever;

(h) based on wrongful termination of employment, including wrongful termination in violation of public policy; and

(i) based on any other federal, state or local constitution, regulation, law (statutory or common), or legal theory, including any claims for monetary or equitable relief.

4.1.3. Plaintiffs' Waiver of Rights Under 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.

4.2. 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 any all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice. This includes, but is not limited to, all claims for penalties, damages, interest, attorneys' fees, costs, or any other amounts that the Aggrieved Employees may have or claim to have under the California Private Attorney General Act predicated on violations of the California Labor Code, the Fair Labor Standards Act, or any other wage and hour statute, regulation, code, ordinance, or law.

4.3. Release by Plaintiffs' Counsel. Plaintiffs' Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns, the Released Parties from any claims for claims for attorneys' fees and costs that Plaintiffs, the Aggrieved Employees, or Plaintiffs' Counsel have, may have, or may claim to have in connection with the prosecution, litigation, or arbitration of the claims released in this Settlement.

5. SETTLEMENT APPROVAL AND DISTRIBUTION OF SETTLEMENT PAYMENTS

5.1. No later than thirty (30) days after the full execution of this Agreement, the Parties will jointly present this Agreement to the Court and request that the Court issue an order and judgment approving the Settlement and Agreement.

5.2. Within thirty (30) calendar days of the Effective Date, Randstad will cause checks to be issued to each Aggrieved Employee for his or her share of the Gross Settlement Amount along with an explanatory letter which will be mutually approved by the Parties, and a check to the LWDA for its share of the Gross Settlement Amount. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. Checks will remain negotiable for one hundred twenty (120) days. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 120 days after issuance will be tendered to Controller of the State of California to be held pursuant to the Unclaimed Property Law (*see* Cal. Civ. Code § 1500, *et seq.*) for the benefit of those Aggrieved Employees who did not cash their checks. All settlement payments to Aggrieved Employees will be treated as miscellaneous income for which an IRS Form 1099 will be issued.

6. AGGRIEVED EMPLOYEE SIZE ESTIMATE AND ESCALATOR CLAUSE

6.1. Based on its records, Randstad represents that, as of the date of this Agreement, there are twenty-eight (28) Aggrieved Employees who worked three hundred and sixty-seven (367) Pay Periods during the PAGA Period.

6.2. If the total number of pay periods exceeds 367 by more than ten (10) percent, the Gross Settlement Amount shall increase by the excess percentage. For example, if the total number of pay periods exceeds 367 by eleven (11) percent, the total settlement payment shall increase by one (1) percent, for a payment of $50,500. The excess shall be allocated proportionally to the Aggrieved Employees as set forth above in Paragraph 3.2.3.

7. CONTINUING JURISDICTION OF THE COURT

7.1. 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 Final Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

8. ADDITIONAL PROVISIONS

8.1. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

8.2. Tax Liability. Randstad makes no representation to Plaintiffs, Plaintiffs' Counsel, or the Aggrieved Employees as to the tax liability, if any, on any amounts paid pursuant to this Agreement.

8.3. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

8.4. Amendment or Modification. This Agreement may be amended or modified only by a written instrument, signed by all Parties or their successors-in-interest or counsel for all Parties.

8.5. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and 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 required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

8.6. Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto.

8.7. Governing Law. All terms of this Agreement will be governed by and interpreted according to the laws of the State of California.

8.8. Execution and Counterparts. This Agreement may be executed in one or more counterparts, at different times and places. When all Parties have executed a counterpart of this Settlement Agreement, it shall be binding on all Parties notwithstanding that all of them may not have signed the same counterpart. A facsimile or other copy of an executed counterpart hereof, such as an e-mailed PDF copy, shall have the same effect as an original.

8.9. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after lengthy litigation and an arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

8.10. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

8.11. Headings. The headings and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

8.12. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

8.13. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or

Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

8.14. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

8.15. Representation by Counsel. The Parties acknowledge that they have been represented by competent counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full.

8.16. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement.

8.17. Media Contact. Plaintiffs and Plaintiffs' Counsel agree that they will not directly or indirectly issue any press release, hold any press conference, make any posting on any website (except such submissions or filings with the Court or the LWDA that relate to seeking approval of this settlement), instant messaging site, blog, or social networking site, initiate or respond to any contact with any members of the news media, including, but not limited to, any radio or television stations, newspapers, magazines, blogs, or social media sites regarding the Action, the Settlement, the Agreement, or the negotiation of the Settlement. If Plaintiffs of Plaintiffs' Counsel are asked about the Action or the Settlement, they may state only that "The matter has been resolved" or words to that effect.

8.18. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Agreement will be fully enforceable and binding on all parties and agree it will be admissible and subject to disclosure only in any proceeding to enforce its terms, notwithstanding any confidentiality provisions that otherwise might apply under federal or state law.

8.19. Denial of Liability. The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of wrongdoing on the part of Randstad. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way 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, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

8.20. Destruction of Documents. Within thirty (30) days of the Effective Date, Plaintiffs shall destroy all documents and electronically stored information in their possession, custody, or control related to Randstad, including, but not limited to, all documents and information produced in any litigation, arbitration, mediation, or that are otherwise in Plaintiffs' possession, custody, or control. Plaintiff's counsel may retain an archival copy of the case file that shall not be released to any person outside of Plaintiff's counsel's office except based on a court order or subpoena; in the event any Court order or subpoena would require Plaintiff's counsel to release a copy of the file or any of its contents, Plaintiff's counsel will notify counsel Randstad of the same (pursuant to paragraph 8.21) within 3 (three) days, and will cooperate with counsel for Randstad, through legal means and consistent with ethical duties, as may be reasonably necessary in seeking to resist the subpoena or Court order.

8.21. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given if given electronically or if notice cannot be given electronically, then as of the third business day after mailing by first class United States mail, return receipt requested, addressed:

To Plaintiff and/or the Aggrieved Employees:

Pancer Law Corporation

Attn: Ian Pancer, Esq.
4603 Mission Blvd., Suite 220
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ian@sandiegolegal.net

To Randstad:

Kabat Chapman & Ozmer LLP
Attn: Nathan D. Chapman
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nchapman@kcozlaw.com

GABRIELLE AVILLANOZA

DocuSigned by:
Gabrielle Avillanoza
C808D86469094F6...
Gabrielle Avillanoza

Date: 3/22/2025

RANDSTAD GENERAL PARTNER (US), LLC

By: Windy Catino

Its: General Counsel & SVP

Date: 03/25/2025

DIMETRIEZE WALKER

Signed by:
E50A229D9868489...
Dimetrieze Walker

Date: 3/22/2025

PANCER LAW CORPORATION

/s/ Ian Pancer
Ian Pancer
Attorneys for Plaintiffs

Date: 03/21/2025

KABAT CHAPMAN & OZMER LLP

Nathan Chapman
Nathan Chapman (Mar 25, 2025 15:15 EDT)
Nathan D. Chapman
Attorneys for Defendant
Randstad General Partner (US), LLC

Date: 03/25/2025

Randstad - Avillanoza - PAGA Longform Settlement Agreement

Final Audit Report 2025-03-25

Created:	2025-03-25
By:	Windy Catino (windy.catino@randstadusa.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhXw-92ODj6Il6KzwU7-m99ytdyiKhOcy

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Signer nchapman@kcozlaw.com entered name at signing as Nathan Chapman
2025-03-25 - 7:15:43 PM GMT- IP address: 64.159.253.170

Document e-signed by Nathan Chapman (nchapman@kcozlaw.com)
Signature Date: 2025-03-25 - 7:15:45 PM GMT - Time Source: server- IP address: 64.159.253.170

Agreement completed.
2025-03-25 - 7:15:45 PM GMT