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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

KEVIN MALTIE, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

FLEXPORT, INC., a Delaware corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No. 25CV47041

ASSIGNED FOR ALL PURPOSES TO THE:
Hon. Charles F. Adams, Department 7

PAGA SETTLEMENT AGREEMENT

MICHELLE CARDOZA MARTINEZ and
VILMA CASTILLO, individually, and on
behalf of other similarly situated individuals,

Plaintiffs,

v.

Case No. CGC-24-620174
(San Francisco County Superior Court)

RANDSTAD US, LLC, a Delaware limited liability company; REAL TIME STAFFING SERVICES, LLC, a California limited liability company; FLEXPORT, INC., a Delaware corporation; and DOES 1 through 10, inclusive,

Defendants

MARCUS SMITH and ERIC KIBBLE, individually and on behalf of others similarly situated,

Plaintiffs,

vs.

INTEGRITY STAFFING SOLUTIONS, INC.; FLEXPORT, INC.; and DOES 1 through 50, inclusive,

Defendants.

Case No. CIVSB2509328
(San Bernardino County Court)

MELISSA BAKER, an individual and on behalf of others similarly situated,

Plaintiff,

vs.

FLEXPORT, INC.; and DOES 1 through 50, inclusive,

Defendants.

Case No. CIVSB2512107
(San Bernardino County Court)

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Attorneys for Defendant
REAL TIME STAFFING, INC.

1 This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs
2 MICHELLE CARDOZA MARTINEZ, VILMA CASTILLO, MARCUS SMITH, ERIC
3 KIBBLE, MELISSA BAKER, and KEVIN MALTIE (“Plaintiffs”) and Defendants FLEXPORT,
4 INC., RANDSTAD US, INC., INTEGRITY STAFFING SOLUTIONS, INC., and REAL TIME
5 STAFFING, LLC. (“Defendants”). The Agreement refers to Plaintiffs and Defendants
6 collectively as “Parties,” or individually as “Party.”

7 **1. DEFINITIONS.**

8 1.1 “Actions” means the Plaintiffs’ lawsuits seeking penalties for wage and hour violations
9 against Defendants captioned:

10 1.1.1 *Michelle Cardoza Martinez and Vilma Castillo v. Randstad US, LLC, et al.*, Case
11 No. CGC-25-627223 (“*Martinez/Castillo Action*”) filed on July 14, 2025 in the
12 Superior Court of the State of California, County of San Francisco;

13 1.1.2 *Smith, Kibble, et al. v. Integrity Staffing Solutions, Inc. et al.*, Case No.
14 CIVSB2509328 filed on April 2, 2025, in the San Bernardino County Superior
15 Court (“*Smith Action*”),

16 1.1.3 *Baker v. Flexport, Inc. et. al*, Case No. CIVSB2412107 filed on April 29, 2025, in
17 the San Bernardino County Court (“*Baker Action*”), and

18 1.1.4 *Kevin Maltie v. Flexport, Inc.*, Case No. 25CV470415 (“*Maltie Action*”) filed on
19 July 18, 2025 in the Superior Court of the State of California, County of Santa
20 Clara.

21 1.1.5 The Parties contemplate the filing of a Consolidated Complaint (“Consolidated
22 Complaint”) in the *Maltie Action* which shall encompass all of the claims asserted
23 by Plaintiffs in all pending Actions, and will subsequently request the dismissal of
24 the *Martinez/Castillo*, *Smith/Kibble*, and *Baker Actions*. The Consolidated
25 Complaint filed in the *Maltie Action* will be the “Operative Complaint.”

26 1.2 “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties
27 have agreed to appoint to administer the Settlement, or such other administrator as may be
28 approved by the Court, which shall be responsible for administering the Settlement pursuant to
the terms of the Agreement, the Approval Order, and the Final Judgment.

1 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid
2 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
3 with the Administrator’s “not to exceed” bid submitted to and approved by the Court in
4 connection with approval of this Settlement.

5 1.4 “Aggrieved Employee” means all individuals who worked for any of the Defendants as
6 a non-exempt, hourly employee at Flexport, Inc.’s San Bernardino fulfillment center located at
7 2615 E 3rd St. San Bernardino, California during the PAGA Period.

8 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in
9 Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address,
10 Social Security number, and number of PAGA Pay Periods.

11 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and
12 search for current Aggrieved Employees’ mailing addresses using all reasonably available
13 sources, methods, and means including, but not limited to, the National Change of Address
14 database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

15 1.7 “Approval Order” means the proposed Court Order Granting Approval of PAGA
16 Settlement.

17 1.8 “Consolidated Complaint” means the Operative Complaint consolidating the Actions.

18 1.9 “Court” means the Superior Court of California, County of Santa Clara.

19 1.10 “Defendants” means Defendants Flexport, Inc., Randstad US, Inc., Integrity Staffing
20 Solutions, Inc., and Real Time Staffing, LLC.

21 1.11 “Defense Counsel” means Robert S. Blumberg and Brooke Hammond of Littler
22 Mendelson, P.C., for Defendants Integrity Staffing Solutions, Inc. and Flexport, Inc., Erin Leach
23 of Snell & Wilmer for Flexport, Inc., Justin Curley and Michelle DuCharme of Seyfarth Shaw
24 LLP for Randstad US, Inc., Daniel D. Spencer and Kenny T. Tran of Duane Morris LLP for Real
25 Time Staffing, LLC.

26 1.12 “Effective Date” means the date by which both of the following have occurred: (a) the
27 Court enters a Judgment on its Order Granting Approval of the Settlement; and (b) the Judgment
28 is final. The Judgment is final as of the day the Court enters Judgment.

1.13 “Gross Settlement Amount” means NINE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$900,000.00), which is the total amount Defendants agrees to pay under the Settlement, except as provided in Paragraph 8 below.

1.14 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.15 “Judgment” means the judgment entered by the Court based upon the Approval.

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

1.17 “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.18 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Plaintiffs’ individual settlement payments to each of the Plaintiffs, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator Costs Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.19 “Operative Complaint” means the Consolidated Complaint filed in the *Maltie* Action filed for purposes of this Settlement.

1.20 “PAGA Counsel” means John G. Yslas and William M. Pao of Wilshire Law Firm, PLC; David Bibiyan, Jason W. Rothman, Vedang Patel, and Megan Lazar of Bibiyan Law Group; and Nicholas Ferraro, Lauren Vega, and Nicolas Ahadzadeh of Feraro Vega Employment Lawyers.; Jessica L. Campbell of Aegis Law Firm.

1.21 “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.

1.22 “PAGA Pay Period” means any weekly Pay Period during which an Aggrieved Employee worked for any of the Defendants at Flexport’s San Bernardino fulfillment center for at least one day during the PAGA Period.

1.23 “PAGA Period” means the period from March 25, 2024 through March 22, 2026.

1.24 “PAGA” means the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698. *et seq.*).

1.25 “PAGA Notice” means Plaintiffs Martinez and Castillo’s May 7, 2025 letter; Plaintiff Smith’s March 25, 2025 letter; Plaintiff Kibble’s April 2, 2025 letter; Plaintiff Baker’s April 29, 2025 letter; and Plaintiff Maltie’s May 2, 2025 letter to the LWDA and Defendants providing notice pursuant to Labor Code section 2699.3, subd.(a). Plaintiffs will file the Operative Complaint, which will have the aforementioned PAGA Notices attached, and the Plaintiffs will notify the LWDA of the resolution of the combined allegations in the Consolidated Complaint.

1.26 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount after deducting Plaintiffs’ individual settlement payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, which will be allocated 35% to the Aggrieved Employees and 65% to the LWDA in settlement of PAGA claims.

1.27 “Plaintiffs” means Michelle Cardoza Martinez, Vilma Castillo, Marcus Smith, Eric Kibble, Melissa Baker, and Kevin Maltie, the named plaintiffs in the Action(s).

1.28 “Released PAGA Claims” means the claims being released as described in Paragraph 5 below.

1.29 “Released Parties” means Defendants and each of their former and present parent companies, subsidiaries, affiliates and joint venturers, and any and all of their directors, officers, shareholders, owners, employees, agents, services, registered representatives, attorneys, insurers, predecessors, successors, and assigns, and any other persons acting by, through, under, or in concert with any of them.

1.30 “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On April 2, 2025, Plaintiffs Smith and Kibble commenced the *Smith* Action by filing a complaint in the San Bernardino County Superior Court alleging wage and hour violations against Defendants Integrity Staffing Solutions, Inc. and Flexport, Inc. On June 9, 2025, Plaintiffs Smith and Kibble amended their Complaint to add a cause of action asserting penalties under PAGA.

On April 29, 2025, Plaintiff Baker commenced the *Baker* Action by filing a complaint in the San Bernardino County Superior Court alleging wage and hour violations against Defendants Integrity Staffing Solutions, Inc. and Flexport, Inc. On July 17, 2025, Plaintiff Baker amended her Complaint to add a cause of action asserting penalties under PAGA. On July 14, 2025, Plaintiffs Martinez and Castillo commenced the *Martinez/Castillo* Action by filing a complaint in the San Francisco County Superior Court also alleging wage and hour violations seeking penalties under PAGA against Defendants Flexport, Inc., Randstad US, LLC, and Real Time Staffing Services, LLC. On July 18, 2025, Plaintiff Maltie commenced the *Maltie* Action by filing a complaint in Santa Clara County Superior Court alleging wage and hour violations seeking penalties under PAGA against Defendants.

2.2 Pursuant to Labor Code §2699.3(a), Plaintiffs gave timely written notice to the applicable Defendants and the LWDA by sending their respective PAGA Notices.

2.3 On January 21, 2026, the Parties participated in an all-day mediation presided over by experienced wage and hour mediator Tagore Subramaniam, Esq.

2.4 Prior to mediation, Plaintiffs obtained, through informal discovery, a representative sampling of time and payroll data for Aggrieved Employees and the necessary policy documents.

2.5 The Parties, PAGA 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 except for the following PAGA Actions: *Yvette Cabrera v. Flexport, Inc., Integrity Staffing Solutions, Inc., Real Time Staffing Services, LLC*, Case No. CIVSB2520856, San Bernardino County Superior Court (filed July 18, 2025); *Siriya Leala Nevarez v Flexport, Inc., Integrity Staffing Solutions, Inc.*, Los Angeles Superior Court Case No. 26STCV09519 (filed March 24, 2026); and *Johnny Ray Mills v Flexport, Inc., Integrity Staffing Solutions, Inc.*, San Bernardino Superior Court Case No. CIVSB2614075.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay Nine Hundred Thousand Dollars and No Cents (\$900,000.00) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will

1 disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees
2 to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert
3 to Defendants.

4 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
5 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
6 in the Approval:

7 3.2.1 To Plaintiffs: Plaintiffs, each of them, shall be provided an individual and separate
8 settlement payment of not more than \$7,500.00 in addition to any Individual
9 PAGA Payment each Plaintiff is entitled to receive as an Aggrieved Employee in
10 exchange for a complete general release and Section 1542 waiver of all claims
11 known and unknown, without exception, against the Released Parties, except as
12 may be prohibited by law. The individual settlement will be contingent upon
13 approval of the PAGA settlement. Defendants will not oppose Plaintiffs' request
14 for these individual settlement payments that do not exceed this amount. As part
15 of the motion for approval of the settlement Plaintiffs will seek Court approval for
16 any individual settlement payment . If the Court approves Plaintiffs' individual
17 settlement payment less than the amount requested, the Administrator will retain
18 the remainder in the Net Settlement Amount to be distributed to the Aggrieved
19 Employees and the LWDA. The Administrator will pay the Plaintiffs' individual
20 settlement payments using IRS Form 1099. Plaintiffs assume full responsibility
21 and liability for employee taxes owed on the Plaintiffs' individual settlement
22 payments.

23 3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than thirty-five
24 percent (35%) of the Gross Settlement Amount, which is currently estimated to be
25 Three Hundred Fifteen Thousand Dollars and No Cents (\$315,000.00) and a
26 PAGA Counsel Litigation Expenses Payment for actual costs, not to exceed Fifty
27 Thousand Dollars and No Cents (\$55,000.00). Defendants will not oppose
28 requests for these payments.

1 3.2.3 Plaintiffs and/or PAGA Counsel will file a motion for PAGA Counsel Fees
2 Payment and PAGA Counsel Litigation Expenses Payment in conjunction with
3 the motion for approval no later than sixteen (16) court days prior to the PAGA
4 Approval Hearing, or as otherwise ordered by the Court. If the Court approves a
5 PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses
6 Payment less than the amounts requested, the Administrator will allocate the
7 remainder to the Net Settlement Amount for distribution to Aggrieved Employees
8 and the LWDA. Released Parties shall have no liability to PAGA Counsel or any
9 other Plaintiff's counsel arising from any claim to any portion of PAGA Counsel
10 Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The
11 Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel
12 Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel
13 assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees
14 Payment and the PAGA Counsel Litigation Expenses Payment and holds
15 Defendants harmless, and indemnifies Defendants, from any dispute or
16 controversy regarding any division or sharing of any of these Payments.

17 3.2.4 To the Administrator: An Administrator Costs Payment not to exceed \$16,500.00
18 except for a showing of good cause and as approved by the Court. To the extent
19 the Administration Costs are less or the Court approves payment of less than
20 \$16,500.00, the Administrator will retain the remainder in the Net Settlement
21 Amount to be distributed to Participating Aggrieved Employees and the LWDA.

22 3.2.5 To the LWDA and Aggrieved Employees: After deducting Plaintiffs' individual
23 settlement payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation
24 Expenses Payment, and Administrator Costs Payment, the amount remaining from
25 the GSA shall be allocated to the resolution of claims for civil penalties arising
26 under PAGA ("PAGA Penalties"). Pursuant to PAGA, 65% of the PAGA
27 Penalties payment shall be paid to the LWDA, and 35% of the PAGA Penalties
28 payment shall be paid pro-rata by PAGA Pay Periods to all Aggrieved Employees
who worked during the PAGA Period as an Individual PAGA Payment. All

Individual PAGA Payments will be allocated 100% to the settlement of claims for civil penalties and shall be reported on an IRS Form 1099 by the Settlement Administrator.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves Plaintiffs' individual settlement payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expense Payment, and/or Administrator Costs Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to Participating Aggrieved Employees and the LWDA.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods.

4.1.1 Based on a review of its records, Defendant Integrity Staffing Solutions, Inc., represents that during the period from October 2024 through November 2025, it employed 2,370 employees at Flexport's San Bernardino facility, who worked a total of 28,646 weekly pay periods. It estimated that there would be a total of 39,000 weekly pay periods through the date of Mediation, January 21, 2026.

4.1.2 Based on a review of its records, Defendant Randstad US, LLC., represents that during the period from July 14, 2024 through March 29, 2025, it employed 81 employees at Flexport's San Bernardino facility, who worked a total of 1,803 weekly pay periods.

4.1.3 Based on a review of its records, Defendant Real Time Staffing Services, LLC., represents that during the period from May 10, 2024, through October 2024, it

employed 216 employees at Flexport's San Bernardino facility, who worked a total of approximately 3,568 weekly pay periods.

4.1.4 Cumulatively, through the date of mediation, Defendants represent that there were 43,924 weekly pay periods. It is understood that pursuant to Labor Code §2699(o) PAGA penalties "shall be reduced by one-half if the employees' regular pay period is weekly rather than biweekly or semimonthly," and that the pay periods would be equivalent of 21,962 bi-weekly PAGA pay periods.

4.2 Aggrieved Employee Data. Not later than thirty (30) days after the Court grants Approval of the Settlement, Defendants will each deliver the Aggrieved Employee Data to the Administrator, in the form of one or more Microsoft Excel spreadsheets. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify the Administrator if it discovers that the Aggrieved Employee Data omitted Aggrieved Employee identifying information and to provide corrected or updated Aggrieved Employee Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund their portions of the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within ten (10) days after Defendants fully fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administrator Costs Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Plaintiffs' individual settlement payments. Disbursement of the PAGA Counsel Fees Payment, the PAGA

1 Counsel Litigation Expenses Payment, and the Plaintiffs' individual settlement payments shall
2 not precede disbursement of Individual PAGA Payments.

3 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send
4 them to the Aggrieved Employees via First Class U.S. Mail. The face of each
5 check shall prominently state the date (180 days after the date of mailing) when
6 the check will be voided ("Void Date"). The Administrator will cancel all checks
7 not cashed by the Void Date. The Administrator will send checks for Individual
8 PAGA Payments to all Aggrieved Employees who qualify as Aggrieved
9 Employees. Before mailing any checks, the Settlement Administrator must update
10 the recipients' mailing addresses using the National Change of Address Database.

11 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all
12 other Aggrieved Employees whose checks are returned undelivered without USPS
13 forwarding address. Within seven (7) days of receiving a returned check, the
14 Administrator must re-mail checks to the USPS forwarding address provided or to
15 an address ascertained through the Aggrieved Employee Address Search. The
16 Administrator need not take further steps to deliver checks to Aggrieved
17 Employees whose re-mailed checks are returned as undelivered. The
18 Administrator shall promptly send a replacement check to any Aggrieved
19 Employee whose original check was lost or misplaced, requested by the Aggrieved
20 Employee prior to the Void Date.

21 4.4.3 For any Aggrieved Employee Individual PAGA Payment check which is
22 uncashed and canceled after the Void Date, the Administrator shall transmit the
23 funds represented by such checks to California Controller's Unclaimed Property
24 Fund in the name of the employee.

25 4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer
26 any additional benefits or make any additional payments to Aggrieved Employees
27 (such as 401(k) contributions or bonuses) beyond those specified in this
28 Agreement.

1 **5. RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the Gross
2 Settlement Amount, Plaintiffs acting on behalf of the State of California and Aggrieved
3 Employees, and PAGA Counsel will release claims against all Released Parties as follows:

4 5.1 Plaintiffs' General Release. Effective from the date on which Defendants fully fund
5 the Gross Settlement Amount, Plaintiffs discharge Released Parties from all known and unknown
6 claims Plaintiffs may have or claim to have against any and all of the Defendants as well as
7 Defendants' members, owners, employees, officers, agents, affiliates, and insurers which include
8 but are not limited to all the claims and causes of action asserted in the Operative Complaint and
9 these Actions, regardless of whether such claims arise under federal, state and/or local law,
10 statute, ordinance, regulation, common law, or other source of law, which include, but are not
11 limited to, any applicable wage and hour state law claims and all other claims for unpaid wages,
12 overtime compensation, meal periods, rest periods, vacation pay, sick pay, liquidated damages,
13 interest, hours worked, minimum wages, miscalculated wages, late payment of wages, frequency
14 of pay, premium pay, bonuses, incremental time pay, failure to keep accurate and complete
15 payroll records, reimbursement of business expenses, and any other claims or relief of any kind
16 under statute, regulation, or ordinance, tort, contract, quasi-contract, injunctive relief theories or
17 claims, and claims for exemplary, punitive, or penalty damages, interest, and attorneys' fees and
18 costs, other damages, and/or any other form of relief. This General Release further includes, but
19 is not limited to, claims for discrimination, harassment or retaliation based on age (including Age
20 Discrimination in Employment Act or "ADEA" claims), benefit entitlement, citizenship, color,
21 concerted activity, disability, ethnicity, gender, gender identity and expression, genetic
22 information, immigration status, income source, jury duty, leave rights, military status, national
23 origin, parental status, reproductive health decisionmaking, protected off-duty conduct, race,
24 religion, retaliation, sexual orientation, union activity, veteran status, whistleblower claims in
25 court (including under Sarbanes-Oxley, Dodd-Frank, and the False Claims Act), and any other
26 legally protected status or activity. In connection with said general release, Plaintiffs shall waive
27 all rights under California Civil Code section 1542 and any other provision of law that may restrict
28 the release of unknown claims. Plaintiffs' General Release does not extend to any claims or
actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits,

1 disability benefits, social security benefits, workers' compensation benefits that arose at any time,
2 or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may
3 discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or
4 believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in
5 all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

6 5.2 To the extent that they have not previously done so, following the payment by
7 Defendants of the Gross Settlement Amount, Plaintiffs shall dismiss all outstanding Complaints
8 and pending arbitrations including: Martinez and Castillo shall dismiss with prejudice their
9 lawsuits entitled *Martinez, et al. v. Flexport, Inc.*, Cases No. CGC-24-620174 and CGC-25-
10 627223 in San Francisco County Superior Court as well as their individual arbitrations, AAA
11 Case No. 01-25-0003-8580 and JAMS Case No.: 5210001021; Smith and Kibble shall dismiss
12 with prejudice their lawsuit entitled *Marcus Smith and Eric Kibble v. Integrity Staffing Solutions,*
13 *Inc. and Flexport, Inc.* Case San Bernardino Superior Court, No. CIVSB2509328; Baker shall
14 dismiss with prejudice her lawsuit entitled *Melissa Baker v. Flexport, Inc. et al.*, San Bernardino
15 Superior Court Case No. CIVSB2412107; and Maltie will dismiss, with prejudice as to his
16 individual claims, and without prejudice as to any putative class member, *Kevin Maltie v.*
17 *Flexport, Inc.*, Santa Clara Superior Court Case Nos. 25CV465199.

18 5.2.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
19 purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights,
20 and benefits, if any, of section 1542 of the California Civil Code, which reads:

21 **A general release does not extend to claims that the creditor or releasing party**
22 **does not know or suspect to exist in his or her favor at the time of executing**
23 **the release, and that if known by him or her would have materially affected**
24 **his or her settlement with the debtor or Released Party.**

25 5.3 Released PAGA Claims: The State of California and all Aggrieved Employees will
26 release all claims for PAGA civil penalties that are alleged or reasonably could have been alleged
27 based on the facts alleged in the operative Complaint(s) and in Plaintiffs Martinez and Castillo's
28 May 7, 2025 letter; Plaintiff Smith's March 25, 2025 letter; Plaintiff Kibble's April 2, 2025 letter;
Plaintiff Baker's April 29, 2025 letter; and Plaintiff Maltie's May 2, 2025 letter to the LWDA,

including claims under the following Labor Code provisions: §§ 96, 98.6, 200, 201, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 205, 205.5, 210, 212, 213, 218.5, 218.6, 221, 222, 223, 222.5, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 227.3, 232, 232.5, 245, 246-248.7, 256, 432, 432.3, 432.5, 432.7, 432.8, 510, 512, 516, 558, 558.1, 1102.5; 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2100 *et seq.*, 2802 *et seq.* and 6401 *et seq.*; California Bus. & Prof. Code §§ 17200 and 17201; California Code of Civil Procedure § 1021.5; and IWC Wage Order § 7(A)(3). The Released PAGA Claims are those that accrued during the PAGA Period.

6. SETTLEMENT ADMINISTRATION.

6.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, the Administrator 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 Costs. 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.

6.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities.

6.3 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 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Aggrieved Employees and the LWDA.

6.4 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.

6.4.1 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide PAGA Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days

1 before any deadline set by the Court, the Administrator will prepare, and submit to PAGA
2 Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its
3 disbursement of all payments required under this Agreement. PAGA Counsel is responsible for
4 filing the Administrator's declaration in Court.

5 **7. ESCALATOR CLAUSE.** Based on its records, cumulatively, through the date of mediation,
6 Defendants represent that there were 43,924 weekly pay periods. It is understood that pursuant
7 to Labor Code §2699(o) PAGA penalties “shall be reduced by one-half if the employees' regular
8 pay period is weekly rather than biweekly or semimonthly,” and that the pay periods would be
9 equivalent of 21,962 bi-weekly PAGA pay periods. If, on final calculation, the equivalent total
10 number of bi-weekly Pay Periods worked by Aggrieved Employees during the PAGA period
11 exceeds 21,962 Pay Periods by more than 10% (i.e. more than 24,158 bi-weekly pay periods, or
12 48,316 weekly pay periods), then the GSA will be increased proportionally by the number of pay
13 periods worked in excess of 10% greater than 21,962 bi-weekly pay periods. For example, if the
14 final number of total bi-weekly pay periods worked by Aggrieved Employees during the PAGA
15 Period exceeds 21,962 by 15%, the GSA will increase by 5%. If this provision is triggered, the
16 Parties agree that the portion of the GSA allocated to attorneys’ fees will increase proportionally
17 such that the total amount of attorneys’ fees remains thirty-five percent (35%) of the GSA after
18 the upward adjustment required by this provision is implemented.

19 **8. MOTION FOR APPROVAL.** Not later than sixteen (16) court days before the calendared
20 Approval Hearing, unless otherwise scheduled by the Court, Plaintiffs will file in Court, a Motion
21 for Approval of the Settlement that includes a request for approval of the PAGA settlement under
22 Labor Code section 2699, subd. (l); a Proposed Approval Order; and a proposed Judgment
23 (collectively “Motion for Approval”). Plaintiffs shall provide drafts of these documents to
24 Defense Counsel sufficient prior to filing the Motion for Approval to allow for meaningful
25 review. PAGA Counsel and Defense Counsel will expeditiously meet and confer in person or by
26 telephone, and in good faith, to resolve any disagreements concerning the Motion for Approval.

27 **8.1 Duty to Cooperate.** If the Court does not grant Approval or conditions Approval on any
28 material change to the Settlement (including, but not limited to, the scope of release to be granted
by Aggrieved Employees), the Parties will expeditiously work together in good faith to address

1 the Court's concerns by revising the Agreement as necessary to obtain Approval. The Court's
2 decision to award less than the amounts requested for the Plaintiffs' individual settlement
3 payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and/or
4 Administrator Costs Payment shall not constitute a material modification to the Agreement within
5 the meaning of this paragraph.

6 8.2 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
7 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes
8 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
9 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10 8.3 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
11 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA
12 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
13 counsel, and all Aggrieved Employees waive all rights to appeal from the Judgment, including all
14 rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment,
15 motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any
16 waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment,
17 the Parties' obligations to perform under this Agreement will be suspended until such time as the
18 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
19 the amount of the Net Settlement Amount.

20 8.4 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
21 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
22 modification of this Agreement (including, but not limited to, the scope of release to be granted
23 by the State of California and Aggrieved Employees), this Agreement shall be null and void. The
24 Parties shall nevertheless expeditiously work together in good faith to address the appellate
25 court's concerns and to obtain Approval and Entry of Judgment, sharing, on a 50-50 basis, any
26 additional Administration Costs reasonably incurred after remittitur. An appellate decision to
27 vacate, reverse, or modify the Court's award of the Plaintiffs' individual settlement payments or
28 any payments to PAGA Counsel shall not constitute a material modification of the Judgment

1 within the meaning of this paragraph, as long as the Gross Settlement Amount remains
2 unchanged.

3 **9. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
4 Procedure section 384, the Parties will work together in good faith to jointly submit a proposed
5 amended judgment.

6 **10. ADDITIONAL PROVISIONS.**

7 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This
8 Agreement represents a compromise and settlement of highly disputed claims. Nothing in this
9 Agreement is intended or should be construed as an admission by Defendants that any of the
10 allegations in the Consolidated Complaint has merit or that Defendants have any liability for any
11 claims asserted; nor should it be intended or construed as an admission by Plaintiffs that
12 Defendants' defenses in the Actions have merit. If, for any reason, the Court does not grant
13 Approval, or enter Judgment, Defendants reserve all available defenses to the claims in the
14 Actions, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this
15 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
16 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
17 Settlement and this Agreement).

18 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
19 together with its attached exhibits shall constitute the entire agreement between the Parties
20 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
21 inducements made to or by any Party.

22 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
23 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
24 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
25 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
26 terms of this Agreement including any amendments to this Agreement.

27 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their
28 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
Settlement Agreement, submitting supplemental evidence and supplementing points and

1 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
2 or content of any document necessary to implement the Settlement, or on any modification of the
3 Agreement that may become necessary to implement the Settlement, the Parties will seek the
4 assistance of a mediator and/or the Court for resolution.

5 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not
6 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
7 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
8 action, or right released and discharged by the Party in this Settlement.

9 10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants nor Defense Counsel are
10 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
11 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
12 Part 10, as amended) or otherwise.

13 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended,
14 modified, changed, or waived only by an express written instrument signed by all Parties or their
15 representatives, and approved by the Court.

16 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to
17 the benefit of, the successors of each of the Parties.

18 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
19 governed by and interpreted according to the internal laws of the state of California, without
20 regard to conflict of law principles.

21 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
22 of this Agreement. This Agreement will not be construed against any Party on the basis that the
23 Party was the drafter or participated in the drafting.

24 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders
25 entered during Action and in this Agreement relating to the confidentiality of information shall
26 survive the execution of this Agreement.

27 10.12 Use and Return of Employee Data. Information provided to PAGA Counsel
28 pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Employee Data provided
to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations,

1 or in connection with the Settlement, may be used only with respect to this Settlement, and no
2 other purpose, and may not be used in any way that violates any existing contractual agreement,
3 statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges
4 the Administrator's obligation to provide a Declaration confirming the final pay out of all
5 Settlement funds, PAGA Counsel shall destroy, all paper and electronic versions of Employee
6 Data received from Defendants unless, prior to the Court's discharge of the Administrator's
7 obligation, Defendants makes a written request to PAGA Counsel for the return, rather than the
8 destructions, of Employee Data.

9 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is
10 inserted for convenience of reference only and does not constitute a part of this Agreement.

11 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
12 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
13 weekend or federal legal holiday, such date or deadline shall be on the first business day
14 thereafter.

15 10.15 Notice. All notices, demands, or other communications between the Parties in
16 connection with this Agreement will be in writing and deemed to have been duly given as of the
17 third business day after mailing by United States mail, or the day sent by email or messenger,
18 addressed as follows:

19 To Plaintiffs:

20 John G. Yslas
21 john.yslas@wilshirelawfirm.com
22 William M. Pao
23 william.pao@wilshirelawfirm.com
24 WILSHIRE LAW FIRM, PLC
25 660 South Figueroa Street, Sky Lobby
26 Los Angeles, California 90017
27 Telephone: (213) 381-9988
28 Facsimile: (213) 381-9989

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2 Jessica Campbell
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5 9811 Irvine Center Drive, Suite 100
6 Irvine, California 92618

7 David Bibiyan
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11 Megan Lazar
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13 Jason Rothman
14 jason@tomorrowlaw.com
15 Saima Gipson
16 saima@tomorrowlaw.com
17 1460 Westwood Boulevard
18 Los Angeles, California 90024

19 To Defendants:

20 Robert S. Blumberg, Bar No. 161649
21 rblumberg@littler.com
22 Brooke S. Hammond, Bar No. 264305
23 bhammond@littler.com
24 LITTLER MENDELSON, P.C.
25 2049 Century Park East, 5th Floor
26 Los Angeles, California 90067.3107
27 Telephone: 310.553.0308
28 Facsimile: 800.715.1330
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INTEGRITY STAFFING SOLUTIONS, INC.; FLEXPOR, INC.

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Telephone: (714) 427-7000
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Facsimile: (415) 397-8549

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Facsimile: (916) 558-4839

Attorneys for Defendant
RANDSTAD US, LLC

Daniel D. Spencer (SBN 292078)
Kenny T. Tran (SBN 345377)
DUANE MORRIS LLP
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Los Angeles, California 90017
Telephone: (213) 689-7400
Facsimile: (213) 689-7401

Attorneys for Defendant
REAL TIME STAFFING, INC.

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

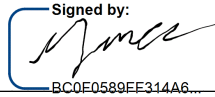
10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the Actions shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to Code of Civil Procedure section 583.330 to extend the date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

10.18 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Civil Code section 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Evidence Code sections 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Santa Clara County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure section 664.6.

IT IS SO AGREED.

By the Parties:

DATED: 6/16/2026

Signed by:

BC0E0589EF314A6...

Plaintiff Michelle Cardoza Martinez

DATED: _____

Plaintiff Vilma Castillo

DATED: _____

Plaintiff Marcus Smith

DATED: _____

Plaintiff Eric Kibble

DATED: _____

Plaintiff Melissa Baker

DATED: _____

Plaintiff Kevin Maltie

DATED: _____

Defendant Flexport, Inc.

By: _____

Position: _____

DATED: _____

By the Parties:

DATED: _____

Plaintiff Michelle Cardoza Martinez

DATED: 6/18/2026

Signed by:

76E78E4B0B6F40A...

Plaintiff Vilma Castillo

DATED: _____

Plaintiff Marcus Smith

DATED: _____

Plaintiff Eric Kibble

DATED: _____

Plaintiff Melissa Baker

DATED: _____

Plaintiff Kevin Maltie

DATED: _____

Defendant Flexport, Inc.

By: _____

Position: _____

DATED: _____

1
2 By the Parties:

3
4
5 DATED: _____

Plaintiff Michelle Cardoza Martinez

6
7
8 DATED: _____

Plaintiff Vilma Castillo

9
10
11 DATED: Jun 15, 2026

Marcus smith

Plaintiff Marcus Smith

12
13
14 DATED: Jun 22, 2026

Eric Ray Kibble

Plaintiff Eric Kibble

15
16
17 DATED: _____

Plaintiff Melissa Baker

18
19
20 DATED: _____

Plaintiff Kevin Maltie

21
22
23 DATED: _____

Defendant Flexport, Inc.

24
25 By: _____

26 Position: _____

27
28 DATED: _____

By the Parties:

DATED: _____

Plaintiff Michelle Cardoza Martinez

DATED: _____

Plaintiff Vilma Castillo

DATED: _____

Plaintiff Marcus Smith

DATED: _____

Plaintiff Eric Kibble

DATED: 6/25/2026 | 3:22 PM PDT

DocuSigned by:

F85FF2BF8F83401...

Plaintiff Melissa Baker

DATED: _____

Plaintiff Kevin Maltie

DATED: _____

Defendant Flexport, Inc.

By: Nicole Romanowski
Nicole Romanowski (Jun 16, 2026 12:52:00 PDT)

Position: VP, People

DATED: 16/06/2026

Nicole Romanowski

1
2 By the Parties:

3
4
5 DATED: _____

_____ Plaintiff Michelle Cardoza Martinez

6
7
8
9 DATED: _____

_____ Plaintiff Vilma Castillo

10
11 DATED: _____

_____ Plaintiff Marcus Smith

12
13
14 DATED: _____

_____ Plaintiff Eric Kibble

15
16
17 DATED: _____

_____ Plaintiff Melissa Baker

18
19
20 DATED: 06/12/2026

Kevin Maltie

_____ Plaintiff Kevin Maltie

21
22
23 DATED: _____

_____ Defendant Flexport, Inc.

24
25 By: _____

26 Position: _____

27
28 DATED: _____

Defendant Randstad US, Inc.

By: _____

Position: _____

DATED: June 11, 2026

Defendant Integrity Staffing Solutions, Inc.

By: _____

Position: _____ CEO

DATED: _____

Defendant Real Time Staffing, LLC

By: _____

Position: _____

Approved as to form and content:

DATED:

WILSHIRE LAW FIRM PLC

BY: _____

John G. Yslas

William M. Pao

Counsel for Plaintiff Michelle Cardoza Martinez and

Vilma Castillo

DATED:

BIBIYAN LAW GROUP

BY: _____

Jason W. Rothman

Counsel for Plaintiff Kevin Maltie

DATED:

FERRARO VEGA EMPLOYMENT LAWYERS

1
2 By the Parties:

3
4
5 DATED: _____

_____ Plaintiff Michelle Cardoza Martinez

6
7
8
9 DATED: _____

_____ Plaintiff Vilma Castillo

10
11 DATED: _____

_____ Plaintiff Marcus Smith

12
13
14 DATED: _____

_____ Plaintiff Eric Kibble

15
16
17 DATED: _____

_____ Plaintiff Melissa Baker

18
19
20 DATED: _____

_____ Plaintiff Kevin Maltie

21
22
23 DATED: _____

_____ Defendant Flexport, Inc.

24
25 By: _____

26 Position: _____

27
28 DATED: 6/26/2026 _____

Defendant Randstad US, Inc.

By: Jamie E. Kites

Position: Sr. Associate General Counsel & AVP

DATED: June 11, 2026

Defendant Integrity Staffing Solutions, Inc.

By: 

Position: CEO

DATED: _____

Defendant Real Time Staffing, LLC

By: _____

Position: _____

Approved as to form and content:

DATED:

WILSHIRE LAW FIRM PLC

BY: _____

John G. Yslas

William M. Pao

Counsel for Plaintiff Michelle Cardoza Martinez and
Vilma Castillo

DATED:

BIBIYAN LAW GROUP

BY: _____

Jason W. Rothman

Counsel for Plaintiff Kevin Maltie

DATED:

FERRARO VEGA EMPLOYMENT LAWYERS

Defendant Randstad US, Inc.

By: _____

Position: _____

DATED: _____

Defendant Integrity Staffing Solutions, Inc.

By: _____

Position: _____

DATED: June 25, 2026

DocuSigned by:

Julie Maydew

F71133F3CC0B435...

Defendant Real Time Staffing, LLC

By: Julie Maydew

Position: Division President

Approved as to form and content:

DATED:

WILSHIRE LAW FIRM PLC

BY: _____

John G. Yslas

William M. Pao

Counsel for Plaintiff Michelle Cardoza Martinez and

Vilma Castillo

DATED:

BIBIYAN LAW GROUP

BY: _____

Jason W. Rothman

Counsel for Plaintiff Kevin Maltie

DATED:

FERRARO VEGA EMPLOYMENT LAWYERS

Defendant Randstad US, Inc.

By: _____

Position: _____

DATED: _____

Defendant Integrity Staffing Solutions, Inc.

By: _____

Position: _____

DATED: _____

Defendant Real Time Staffing, LLC

By: _____

Position: _____

Approved as to form and content:

DATED: 6/15/2026

WILSHIRE LAW FIRM PLC

BY:  _____

John G. Yslas

William M. Pao

Counsel for Plaintiff Michelle Cardoza Martinez and

Vilma Castillo

DATED:

BIBIYAN LAW GROUP

BY: _____

Jason W. Rothman

Counsel for Plaintiff Kevin Maltie

DATED:

FERRARO VEGA EMPLOYMENT LAWYERS

Defendant Randstad US, Inc.

By: _____

Position: _____

DATED: _____

Defendant Integrity Staffing Solutions, Inc.

By: _____

Position: _____

DATED: _____

Defendant Real Time Staffing, LLC

By: _____

Position: _____

Approved as to form and content:

DATED: WILSHIRE LAW FIRM PLC

BY: _____

John G. Yslas

William M. Pao

Counsel for Plaintiff Michelle Cardoza Martinez and

Vilma Castillo

DATED: 06/25/2026 BIBIYAN LAW GROUP

BY: *David D. Bibiyan*

~~Jason W. Rothman~~ David D. Bibiyan

Counsel for Plaintiff Kevin Maltie

DATED: FERRARO VEGA EMPLOYMENT LAWYERS

1
2 BY: Nicholas J. Ferraro
3 Nicholas Ferraro
4 Nicolas Ahadzadeh
5 Counsel for Plaintiff Marcus Smith, Eric Kibble

6 DATED:

AEGIS LAW FIRM

7
8 BY: _____
9 Jessica Campbell
10 Counsel for Plaintiff Melissa Baker
11
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BY: _____
Nicholas Ferraro
Nicolas Ahadzadeh
Counsel for Plaintiff Marcus Smith, Eric Kibble

DATED: June 25, 2026

AEGIS LAW FIRM

BY: Jessica Campbell
Jessica Campbell
Counsel for Plaintiff Melissa Baker