PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

This Private Attorneys General Act Settlement Agreement ("Settlement Agreement" or "Agreement"), subject to the approval of the Court in accordance with California Labor Code section 2699(l)(2), is made and entered into between Juan Rivera ("Plaintiff"), on the one hand, acting in his private attorney general capacity on behalf of the State of California, and Workforce as a Service, Inc. dba WorkWhile ("Defendant" or "WorkWhile") on the other hand, (collectively, the "Parties").

The Parties agree that the Action (as defined in Section I below) shall be, upon approval by the Court, ended, settled, resolved, and concluded without any admission of fault or liability, as set forth in this Settlement Agreement and for the consideration set forth herein, including but not limited to a release of claims by Plaintiff as representative of the State of California pursuant to the California Labor Private Attorneys General Act ("PAGA").

I. DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. "Action" means the action *Rivera v. Workforce as a Service, Inc. dba WorkWhile*, Case No. 23CV-0503, pending in the Superior Court of the State of California, County of San Luis Obispo.

2. "Administration Costs" means all costs and expenses associated with and paid to the Settlement Administrator for the administration of the Settlement and related matters as described in this Settlement Agreement and in accordance with any Order from the Court pertaining to this Settlement Agreement.

3. "Attorneys' Expenses and Costs" means the amounts to be paid to PAGA Counsel for expenses as approved by the Court, to compensate PAGA Counsel for their expenses in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

4. "Attorneys' Fees" means the amounts to be paid to PAGA Counsel for fees as approved by the Court, to compensate PAGA Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all work defending the Settlement or any aspect of challenge to or approval of the Settlement on appeal or other direct, collateral or other attack, all post-Settlement compliance procedures, and related litigation work billed in connection with the Action.

5. "Court" means the Superior Court of California, County of San Luis Obispo.

6. "Defendant's Counsel" means Sophia Collins, Lisa Lin Garcia, Sarah Boxer and Erika Nettles of Littler Mendelson, P.C.

Doc ID: 3a7c76f44efa47cfa58e92f5b7e025b69d470725

7. "Effective Date" means the date the Court's Settlement Approval Order and Judgment become final and are no longer appealable and all other conditions described herein have been met. For purposes of this Settlement Agreement, the date the Court's Settlement Approval Order and Judgment "become final and no longer appealable" shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the Settlement Approval Order and Judgment approving this Settlement may be timely filed and none is filed (*i.e.*, 61 days from notice of entry of Judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the Settlement Approval Order and Judgment, the day after the last date for filing a request for further review of the Final Order and Judgment passes, and no further review is requested; or (c) if an appeal is filed and the Settlement Approval Order and Judgment are affirmed and further review of the order is requested, the day after the review is finally resolved and the Settlement Approval Order and Judgment is affirmed. In the event that: (i) the Court (or any appellate court) does not approve the Settlement as provided herein or (ii) the Effective Date does not occur for any other reason, then the MOU executed by the Parties, this Settlement Agreement, and any documents generated to bring the Settlement into effect will be null and void, and the Parties will be returned to their respective positions before the Settlement was reached. The Effective Date cannot occur, and Defendant will not be obligated to fund this Settlement, until and unless there is no possibility of an appeal or further appeal that could potentially prevent this settlement from becoming final and binding.

8. "Enhancement Award" means the total amount up to $7,500.00 to be paid to Plaintiff in exchange for a general release of claims against the Released Parties, as defined herein, subject to the Court's approval.

9. "Escalator Clause" shall mean the provisions set forth in Section V.3 of this Agreement.

10. "Gross PAGA Settlement Amount" means the total sum of: (1) Six Hundred Sixty-Nine Thousand Dollars and Zero Cents ("$669,000.00") and (2) any additional amount due pursuant to the Escalator Clause. The Gross PAGA Settlement Amount is to be used for payment of the Administration Costs, Attorneys' Fees, Attorneys' Expenses and Costs, Enhancement Award to Plaintiff, and the PAGA Payment. The Gross PAGA Settlement Amount shall be all-in with no reversion to Defendant and shall fully settle, resolve, and conclude the Action as provided under this Settlement Agreement, without any admission of fault or liability. Under no circumstances shall Defendant pay more than the Gross PAGA Settlement Amount.

11. "Individual PAGA Payment" means the amount to be paid to each of the PAGA Settlement Group Members out of the 25% allocation of the PAGA Payment under Labor Code section 2699 with such individual shares to be based on the number of PAGA Pay Periods worked by a PAGA Settlement Group Member during the PAGA Period divided by the total number of PAGA Pay Periods worked by all PAGA Settlement Group Members during the PAGA Period.

12. "Judgment" means the Court's judgment entered in the Action. The Parties will seek the Court to enter a Judgment, without material variation from Exhibit B.

Doc ID: 3a7c76f44efa47cfa58e92f5b7e025b69d470725

13. "LWDA" means the California Labor and Workforce Development Agency.

14. "LWDA Notices" shall mean the correspondence Plaintiff sent to the LWDA pursuant to PAGA as described in Section II.1 and Section III.2.

15. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code sections 2698 *et seq.*

16. "PAGA Counsel" means the law firm of Abramson Labor Group.

17. "PAGA Pay Periods" means the number of weekly pay periods worked by each PAGA Settlement Group Member in California that was accepted through WorkWhile's platform while classified as an independent contractor of WorkWhile at any time during the PAGA Period as determined by Defendant's records.

18. "PAGA Payment" means the total amount remaining in the Gross PAGA Settlement Amount after payment of the Attorneys' Fees, Attorneys' Expenses and Costs, Enhancement Award to Plaintiff, and Administration Costs. The PAGA Payment shall be allocated in accordance with Labor Code section 2699 with 75% of the PAGA Payment going to the LWDA and the remaining 25% of the PAGA Payment to the PAGA Settlement Group Members.

19. "PAGA Period" means the time period from August 31, 2022 through and including February 20, 2025.

20. "PAGA Settlement Group Members" means all individuals who have performed work in California at any time during the PAGA Period that was accepted through WorkWhile's platform while classified as an independent contractor of WorkWhile.

21. "PAGA Settlement Group Members List" means the spreadsheet containing the list of all PAGA Settlement Group Members, last known addresses, and their PAGA Pay Periods. The PAGA Settlement Group Members List will be treated as confidential and not used for any purposes other than the administration of this settlement.

22. "Parties" means Plaintiff Juan Rivera and Defendant Workforce as a Service, Inc. dba WorkWhile.

23. "Released PAGA Claims" means the definition as set forth in Section III.8 below.

24. "Released Parties" means Workforce as a Service, Inc. dba WorkWhile and each of its past, present, and future direct or indirect parents, subsidiaries, affiliates, holding companies, affiliated companies, partnerships, and limited liability companies, as well as each of its past, present, and future officers, directors, employees, partners, members, managers, customers (including, but not limited to, companies that use the WorkWhile platform to request service providers to fill one or more work opportunities), subcontractors, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with

Doc ID: 3a7c76f44efa47cfa58e92f5b7e025b69d470725

Defendant. Each individual person or entity within the meaning of the term "Released Parties" shall be referred to as a "Released Party."

25. "Settlement" means the disposition of the Action and all related claims effectuated by this Settlement Agreement.

26. "Settlement Administrator" means the court-approved settlement administrator to administer this Settlement.

27. "Settlement Agreement" or "Agreement" means the Parties' Private Attorneys General Act Settlement Agreement, as detailed herein, to dispose of the Action, the Released PAGA Claims, and all other claims, demands, rights, promises, covenants, actions, suits, causes of action, obligations, debts, expenses, attorneys' fees and costs, administration costs, damages, penalties, fines, interest, injuries, compensation, judgments, orders, and liabilities alleged in, arising from, or related to the Action.

28. "Settlement Approval Order" means the Court's order approving the Settlement Agreement. The Parties will seek the Court to enter a Settlement Approval Order, without material variation from Exhibit A.

29. "Settlement Fund Account" means the bank account established by the Settlement Administrator pursuant to the terms of this Settlement Agreement, from which all monies payable under the terms of this Settlement shall be paid, as set forth herein.

30. "WorkWhile" means Defendant Workforce as a Service, Inc. dba WorkWhile.

II. RECITALS

1. On or about September 1, 2023, PAGA Counsel on behalf of Plaintiff sent a correspondence to the LWDA alleging that WorkWhile violated the California Labor Code as well as applicable Industrial Welfare Commission Wage Orders.

2. On August 31, 2023, Plaintiff filed a Class Action Complaint in the Action in the Superior Court of the County of San Luis Obispo, alleging five causes of action against WorkWhile for (1) Failure to Pay Overtime Wages; (2) Wage Statement Violations; (3) Waiting Time Penalties; (4) Failure to Reimburse Business Expenses; and (5) Unfair Competition.

3. On November 6, 2023, Plaintiff filed a First Amended Complaint in the Action, alleging the same five causes of action as in the Class Action Complaint and adding a cause of action for recovery of civil penalties under the PAGA for violation of Labor Code sections 201-204, 210, 226, 226.3, 226.8, 510, 558, 1174, 1194, 1197.1, 1198, 2802, 2804, as well as applicable Industrial Welfare Commission Wage Orders, premised on claims including the following: (1) willful misclassification of Plaintiff and other workers as independent contractors; (2) failure to pay all overtime wages; (3) failure to reimburse all required business expenses; (4) failure to provide accurate itemized wage statements; (5) failure to timely pay all wages due to terminated/separated employees; and (6) failure to maintain accurate records.

Doc ID: 3a7c76f44efa47cfa58e92f5b7e025b69d470725

4. On April 18, 2024, the Parties entered into a stipulation to dismiss Plaintiff's class claims without prejudice and to pursue mediation of Plaintiff's representative PAGA claim, which the Court approved on April 24, 2024.

5. On November 21, 2024, the Parties engaged in a mediation session before Mediator Brandon McKelvey. At the conclusion of the mediation, Mediator McKelvey provided a mediator's proposal, which the Parties accepted on November 22, 2024. Through acceptance of the mediator's proposal, the Parties reached an agreement to settle the Action, which led to the signing of a Memorandum of Understanding ("MOU") by all Parties.

6. As a result of the settlement, the Parties have agreed to fully and finally resolve the Action and the Released PAGA Claims pursuant to this Settlement Agreement.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement Agreement shall be construed to be an admission either by Plaintiff that his claims do not have merit or by Defendant of any liability or wrongdoing as to and/or as alleged by Plaintiff, the PAGA Settlement Group Members, or any other person, or that Plaintiff or any PAGA Settlement Group Members were or are misclassified as independent contractors. Defendant specifically disclaims any such liability or wrongdoing. Defendant contends that all of PAGA Settlement Group Members who are or were classified as independent contractors were properly treated as such and that all PAGA Settlement Group Members were properly compensated in compliance with applicable law. Defendant has denied, and continues to deny, each of the claims and contentions alleged in the Action. Defendant has asserted and continues to assert defenses thereto and has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. Neither this Settlement Agreement, nor any action taken to carry out the terms of this Settlement Agreement, shall ever be construed as, offered, admitted, received, or deemed to be evidence in any civil, criminal, administrative, or other proceeding against Defendant or any of the other Released Parties, or may be used as an admission, concession, or indication by or against Defendant or any of the other Released Parties of any fault, wrongdoing, or liability whatsoever.

Nothing in this Settlement Agreement, 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 the negotiations leading to this Settlement Agreement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used, or be admissible in any way in the Action or any other judicial, arbitral, administrative, investigative, or other forum or proceeding, is 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, by Defendant or any other Released Party. The Parties themselves agree not to introduce, use, or admit this Settlement Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as purported evidence of any violation

Doc ID: 3a7c76f44efa47cfa58e92f5b7e025b69d470725

of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding before any court that has as its purpose the interpretation, implementation, or enforcement of this Settlement Agreement or any orders or judgments of the Court entered in connection with the Settlement Agreement.

Neither this Settlement Agreement nor any of its terms shall be offered or used as evidence by any of the Parties or their respective counsel in the Action or in any other action or proceeding; provided, however, this shall not prevent this Settlement Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Settlement Agreement.

2. **Amendment to LWDA Notice and Complaint.** Within thirty (30) days after this Settlement Agreement is fully executed, Plaintiff shall submit a new correspondence to the LWDA against WorkWhile, amending his September 1, 2023 PAGA notice to also include claims for (1) failure to properly pay all wages owed (including minimum wage, straight time wage, and overtime wages), (2) improper deductions and/or withholdings from wages, (3) failure to properly provide meal breaks and pay meal break premiums, (4) failure to properly provide rest breaks and pay rest break premiums, (5) failure to timely pay wages during employment, (6) failure to properly provide sick leave, and (7) other PAGA claims premised on California Labor Code sections 210, 221-224, 225.5, 226.7, 226.8, 246, 256, 512, 516, 558.1, 1194.2, 1197, 1197.1 and 1199, and as well as applicable Industrial Welfare Commission Wage Orders and related California Code of Regulations. The new LWDA correspondence and the proposed amended Complaint shall be subject to review and approval by Defendant and provided to Defendant for review and revision at least fourteen (14) days in advance of submitting the amended notice with the LWDA and the amended Complaint to Court for approval, respectively. Once the 65-day period for the LWDA to take action pursuant to Labor Code section 2699.3 has elapsed, Plaintiff shall file a Second Amended Complaint in the Action to include the representative PAGA claims that are in his First Amended Complaint as well as the PAGA representative claims alleged in his amended PAGA Notice described in this Section. The Parties agree to stipulate to allow Plaintiff to file a Second Amended Complaint to add the new PAGA claims raised in Plaintiff's amended PAGA notice. The Parties further stipulate that Defendant is not required to file a responsive pleading to the Second Amended Complaint.

3. **Timing of Motion for Approval of Settlement.** Subject to Defendant's review and approval prior to filing, PAGA Counsel shall be responsible for preparing a Motion for Approval of the PAGA Payment ("Motion") with the proposed order approving the PAGA Settlement within ninety (90) days of execution of this Settlement Agreement. The Motion shall be filed within fourteen (14) days after the amended Complaint pursuant to Section III.2 above is filed with the Court. Plaintiff shall seek entry of the Order approving the Settlement Agreement ("PAGA Settlement Approval Order") in the form of Exhibit A and Judgment in the form of Exhibit B in the Action. PAGA Counsel shall also submit the Motion and this Settlement Agreement with the LWDA, pursuant to California Labor Code section 2699(s)(2). All motion papers and proposed orders and judgment for approval of the Settlement shall be subject to review and approval by Defendant and provided to Defendant for review and revision at least fourteen (14) days in advance of filing. The Parties agree to not object to any court filings consistent with this Settlement Agreement.

Doc ID: 3a7c76f44efa47cfa58e92f5b7e025b69d470725

4. **Court Approval of the PAGA Settlement.** The Settlement Agreement is contingent upon the following conditions: (i) issuance by the Court of an Order and Judgment approving the Settlement Agreement in the Action ("Settlement Approval Order and Judgment"); (ii) entry of the Settlement Approval Order and Judgment enforcing the terms of the Settlement Agreement, enjoining Plaintiff, the State of California, and the PAGA Settlement Group Members from pursuing any Released PAGA Claims against the Released Parties and retaining jurisdiction to ensure compliance with the Court's Settlement Approval Order and Judgment only in the Action; (iii) occurrence of the Effective Date; (iv) discharge of Defendant and the Released Parties from liability for any and all Released PAGA Claims released by this Settlement Agreement; (v) release of all Released PAGA Claims against the Released Parties by Plaintiff, as the representatives of the State of California and on behalf of all PAGA Settlement Group Members; and (vii) all Parties bearing their respective fees and costs, except as expressly provided in this Settlement Agreement. PAGA Counsel shall submit the Court's Settlement Approval Order and Judgment to the LWDA within ten (10) days of the Court's entry of the Settlement Approval Order and Judgment pursuant to California Labor Code section 2699(l)(3). If the Court should fail to approve this Settlement Agreement in the form agreed to by the Parties, the Parties agree to coordinate efforts to address the Court's questions or concerns. If the Court does not approve this Settlement Agreement in substantially the form submitted by the Parties, or if appellate review is sought and on such review the Court's decision is modified or reversed, or if one or more of the terms of the Settlement Agreement are not approved or is modified or reversed or found to be invalid, or if the Effective Date does not occur, either Party may elect to terminate the Settlement Agreement. The terminating Party shall give to the other Party (through its/his counsel) written notice of its/his decision to terminate no later than fourteen (14) calendar days after receiving notice that one of the enumerated events has occurred. Termination shall have the following effects:

a. The MOU and the Settlement Agreement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms.

b. Defendant shall have no obligation to make any payments to any party, PAGA Settlement Group Member, or attorney. The Settlement Administrator shall return to Defendant any and all payments made pursuant to this Settlement Agreement.

c. The order approving the filing of the Second Amended Complaint, the Settlement Approval Order, and the Judgment shall be vacated.

d. The MOU, Settlement Agreement, and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the Settlement.

e. Except as otherwise discoverable, neither the MOU, the Settlement Agreement, nor any ancillary documents, actions, statements or filings in furtherance of settlement (including all matters associated with

Doc ID: 3a7c76f44efa47cfa58e92f5b7e025b69d470725

mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever.

5. **Timing of the PAGA Settlement Group Member List.** Within twenty-one (21) days after the Court enters the Settlement Approval Order and Judgment, Defendant shall provide the PAGA Settlement Group Member List to the Settlement Administrator. The Settlement Administrator (along with any of its agents) shall represent and warrant that it will: (a) provide reasonable and appropriate administrative, physical and technical safeguards for any personally identifiable information ("PII") (including, but not limited to, the PAGA Settlement Group Member List), which it receives from Defendant; (b) not disclose the PII to PAGA Counsel, Plaintiff, any party or third parties, including agents or subcontractors, without Defendant's consent; (c) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; (d) promptly provide Defendant with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction; and (e) continue to protect the PII upon termination of its services.

6. **Timing of Settlement Funding.** Defendant shall deposit the Gross PAGA Settlement Amount into the Settlement Fund Account within forty-five (45) days of the Effective Date.

7. **Payments From the Gross PAGA Settlement Amount.** The Parties agree to the following allocations to be paid from the Gross PAGA Settlement Amount:

a. **Attorneys' Fees and Attorneys' Expenses and Costs:** PAGA Counsel will apply to the Court for an award of not more than one-third (1/3) of the Gross PAGA Settlement Amount, which is presently Two Hundred Twenty-Three Thousand Dollars and Zero Cents ($223,000.00), to be paid to PAGA Counsel for payment of Attorneys' Fees, and Attorneys' Expenses and Costs not to exceed Twenty-Five Thousand Dollars and Zero Cents ($25,000.00) to be paid to PAGA Counsel as set forth in PAGA Counsel's billing statement (pursuant to declaration by PAGA Counsel) in prosecuting the PAGA claims. The Court-approved Attorneys' Fees and Attorneys' Expenses and Costs amounts shall be paid exclusively from the Gross PAGA Settlement Amount. Defendant shall not oppose Plaintiff's requests for Attorneys' Fees and Attorneys' Expenses and Costs in these amounts. In the event that less than one-third (1/3) of the Gross PAGA Settlement Amount is awarded by the Court in Attorneys' Fees or the Attorneys' Expenses amount awarded by the Court is less than the amount as set forth herein, the unawarded difference will be added to the PAGA Payment and not to PAGA Counsel or Defendant. The payment of Attorneys' Fees and Attorneys' Expenses and Costs will be reported on IRS Forms 1099 issued to PAGA Counsel by the Settlement Administrator. Notwithstanding any other term of this Settlement Agreement, any reduction by the Court of the Attorneys' Fees or Attorneys' Expenses and Costs shall not be sufficient grounds to void the Settlement Agreement. Except as set forth herein, each Party shall bear their own costs and fees of the Actions.

b. **Administration Costs:** A Settlement Administrator shall be selected after receipt of bids and shall be mutually agreed to by the Parties. The Settlement Administrator proposed by the Parties is Phoenix Settlement Administrators. Administration Costs shall not exceed the estimate of the Settlement Administrator to administer the Settlement. Administration

Doc ID: 3a7c76f44efa47cfa58e92f5b7e025b69d470725

Costs shall include the cost of the Settlement Administrator selected by the Parties to administer the Settlement in the amount of up to $21,000.00. If the Court approves a payment of less than $21,000.00 as the Administration Costs, or if the actual cost to administer the Settlement is less than $21,000.00, the difference will be added to the PAGA Payment. Notwithstanding any other term of this Settlement Agreement, any reduction by the Court of the Administration Costs shall not be sufficient grounds to void the Settlement Agreement. In the event the actual cost to administer the Settlement exceeds the estimate of the Settlement Administrator to administer the Settlement, any such excess will be deducted from the Gross PAGA Settlement Amount. Any and all payments to the Settlement Administrator shall be deducted exclusively from the Gross PAGA Settlement Amount. Notwithstanding any other term of this Settlement Agreement, any reduction by the Court of the Administration Costs shall not be sufficient grounds to void the Settlement Agreement.

c. **Plaintiff's Enhancement Award:** Plaintiff shall request from the Court an Enhancement Award in the amount of Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) in exchange for a general release of claims against the Released Parties as described in Section III.10. These amounts shall be paid exclusively from the Gross PAGA Settlement Amount. Defendant shall not oppose Plaintiff's request for an Enhancement Award in this amount. In the event the Enhancement Award is approved for less than Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) to Plaintiff, the unawarded difference will be added to the PAGA Payment and not to Plaintiff, PAGA Counsel, or Defendant. This payment will be reported on IRS Form 1099 issued to Plaintiff by the Settlement Administrator. Notwithstanding any other term of this Settlement Agreement, any reduction by the Court of the Enhancement Award shall not be sufficient grounds to void the Settlement Agreement.

d. **PAGA Payment:** The PAGA Payment is the total of the Gross PAGA Settlement Amount, less the payments for the Attorneys' Fees, Attorneys' Expenses, Enhancement Award, and Administration Costs awarded by the Court, which shall be paid in full settlement of the Released PAGA Claims by Plaintiff, the State of California and the PAGA Settlement Group Members. The PAGA Payment will be subject to Court approval consistent with Labor Code section 2699. The PAGA Payment shall be distributed as follows:

(1) The PAGA Payment shall be paid as a Labor Code section 2699 civil penalty payment allocated pursuant to the PAGA as follows: seventy-five percent (75%) of the PAGA Payment will be paid to the LWDA and twenty-five (25%) will be paid to the PAGA Settlement Group Members as their Individual PAGA Payments. Each Individual PAGA Payment shall be based on the number of PAGA Pay Periods worked by each PAGA Settlement Group Member during the PAGA Period as a percentage of the total PAGA Pay Periods worked by all PAGA Settlement Group Members during the PAGA Period.

(2) One hundred percent (100%) of all PAGA Payments will be considered payment of PAGA claims, and PAGA Settlement Group Members will be responsible for payment of any and all taxes that are due as a result of their Individual PAGA Payments. All Individual PAGA Payments to PAGA Settlement Group Members will be reported on IRS Forms 1099 issued by the Settlement Administrator if required. None of the PAGA Payments are attributable as wages. Accordingly, the Parties acknowledge and agree that Defendant is not

Doc ID: 3a7c76f44efa47cfa58e92f5b7e025b69d470725

responsible for any employer-side taxes in connection with any Individual PAGA Payments under this Settlement Agreement. The PAGA Settlement Group Members and Plaintiff agree to hold harmless Defendant, the Released Parties, Settlement Administrator, PAGA Counsel, and Defendant's Counsel for any tax liability, including penalties and interest, arising out of or relating to their failure to pay taxes on any amounts paid pursuant to this Settlement.

8. **Released PAGA Claims.**

Upon entry of the Judgment, Plaintiff, all PAGA Settlement Group Members, and the State of California shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all PAGA claims during the PAGA Period against any of the Released Parties for civil penalties, attorneys fees and costs under California Labor Code Sections 2698, *et seq.,* that arise at any based on any and all disputes, claims, and/or causes of action pleaded or which could have been pleaded arising, in whole or in part, from the facts, claims and/or allegations contained in the Complaint, the First Amended Complaint, the Second Amended Complaint described in Section III.2 above, and/or the LWDA Notices, including, but not limited to, the following:

a. Any and all claims arising under PAGA premised, in whole or in part, on California Labor Code §§ 201-204, 210, 218.6, 221-224, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 246, 256, 510, 511, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2775, 2800, 2802, and 2804 and applicable Industrial Welfare Commission Wage Orders; and

b. Any and all claims arising under PAGA for failure to properly pay all wages owed (including minimum, regular, and overtime wages), failure to timely pay all wages earned both during and at the end of employment, failure to properly provide meal periods, failure to properly provide rest periods, failure to properly pay meal and rest break premiums, failure to properly provide accurate wage statements, misclassification as independent contractors, failure to properly record and maintain payroll/employment records, failure to properly provide paid sick leave, failure to reimburse expenses, improper deduction and/or withholding from wages, and claims for attorney fees, costs, penalties or interest in connection therewith, as well as any and all other PAGA claims alleged or which could have been alleged under the facts, allegations, and/or claims pleaded in the Complaint, the First Amended Complaint, the Second Amended Complaint described in Section III.2 above, and/or the LWDA Notices.

The release set forth in this Section III.8 shall be collectively referred to as the "Released PAGA Claims."

9. **No Right of PAGA Settlement Group Members to Object or Opt-Out.** The Parties agree that, by law, there is no right for any PAGA Settlement Group Members to object, opt out or otherwise exclude himself or herself from the Settlement. Except as otherwise stated, the Parties will jointly defend against any attempt by any PAGA Settlement Group Member or by any entity or agency to intervene in this matter or object to or opt out of this Settlement. The Parties will jointly defend against any appeal filed with respect to the Settlement Approval Order and Judgment consistent with this Settlement Agreement.

Doc ID: 3a7c76f44efa47cfa58e92f5b7e025b69d470725

10. **Plaintiff's Complete and General Release.** Upon the Court's entry of the Judgment, in addition to the release of the Released PAGA Claims, Plaintiff, on behalf of Plaintiff and Plaintiff's executors, legatees, devisees, administrators, subcontractors, employees, successors and assigns, does hereby and forever release and discharge the Released Parties from any and all causes of action, judgments, liens, indebtedness, costs, damages, penalties, obligations, attorneys' fees, losses, claims, liabilities, and demands of whatever kind and character which arise or arose at any point in time from the beginning of time through, up to, and including the date Plaintiff executes this Settlement Agreement, including but not limited to any claims or causes of action arising out of or in any way relating to Plaintiff's relationship with WorkWhile and/or use of the WorkWhile platform and the claims asserted by Plaintiff on his own behalf in the Action.

Plaintiff, on behalf of Plaintiff and Plaintiff's executors, legatees, devisees, administrators, subcontractors, employees, successors and assigns, specifically releases to the maximum extent permitted by law any and all past, present and future claims, demands, actions, suits, causes of action, obligations, damages, rights or liabilities, of any nature, kind or description whatsoever, regardless of the legal or equitable theory, that Plaintiff has or may have against any of the Released Parties which arise or arose at any point from the beginning of time through, up to, and including the date Plaintiff executes this Settlement Agreement, including without limitation all assigned and derivative claims, whether known or unknown, asserted or unasserted, foreseen or unforeseen, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, apparent or unapparent, pursuant to any theory of recovery, including whether based in tort, contract, statute, common law, public policy, or other legal theory, and including unknown claims covered by California Civil Code Section 1542 and/or any other applicable state or local law equivalents. Plaintiff's released claims include, but are not limited to, any claims against WorkWhile or any of the other Released Parties arising directly or indirectly, out of, relating to, or in any way connected to any alleged act, omission, misconduct, misrepresentation, transmission, breach, breach of contract, or occurrence by, and any and all Released Claims against, WorkWhile or any other Released Parties. The claims released by Plaintiff include, but are not limited to, claims under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*; claims relating to any screening conducted by WorkWhile or any other Released Parties pertaining to background screening, including under the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, *et seq.*, and any state analogues; any express or implied agreements between Plaintiff and any Released Parties; claims under any law pertaining to employment, wrongful termination, wage statement and recordkeeping violations, or any other perquisites of employment; claims under any other federal, state, county, city, or local law, ordinance, rule, or regulation regarding employment, wages or compensation (and all of their implementing regulations and interpretive guidelines), including but not limited to (i) any claims under the National Labor Relations Act; (ii) any claims for employee benefits under any state or federal law, including without limitation; (iii) any claims under the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 *et seq.*; (iv) any claims under PAGA; (v) any claims under the California Business and Professions, Civil, Government and/or Labor Code; (vi) any claims under any applicable California Industrial Welfare Commission Wage Orders, all as amended; and (vii) any claims on the basis of discrimination, harassment or retaliation under any state, federal, or local law, including without limitation, (a) Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 *et seq.*, (b) the Civil Rights Act of 1866, 42 U.S.C. § 1981, (c) the Civil Rights Act of 1991, (d) the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, (e) the Family and Medical Leave Act of 1993, (f) the California Fair Employment and Housing Act,

Doc ID: 3a7c76f44efa47cfa58e92f5b7e025b69d470725

(g) the California Family Rights Act, (h) the Americans with Disabilities Act, (i) the Age Discrimination in Employment Act of 1967, and (j) any other federal, state or local ordinances, all as amended. The claims released by Plaintiff further include, but are not limited to, any claims and causes of action of whatever kind or character, in tort or contract, statutory or otherwise, for legal or equitable relief, any other claims for any form of damages or relief, including liquidated damages, and claims for restitution, statutory or other penalties, punitive damages, equitable relief, litigation costs, interest, attorneys' fees, or any other form of relief. However, this release shall not apply to any claim or right that as a matter of law cannot be waived or released. Plaintiff shall be deemed to have, and by operation of the Court's Judgment shall have, expressly waived and relinquished to the fullest extent permitted by law the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law that purports to limit the scope of a general release. Plaintiff, for himself, has read Section 1542 of the Civil Code of the State of California, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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.

Plaintiff understands that Section 1542 gives the right not to release existing claims of which he is not now aware, unless Plaintiff voluntarily chooses to waive this right. Having been so apprised, Plaintiff nevertheless voluntarily waives the rights described in Section 1542, and elects to assume all risks for claims that now exist in his favor, known or unknown.

11. **Covenants and Representations by Plaintiff and PAGA Counsel.**

a. Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

b. Plaintiff acknowledges that he has read this Settlement Agreement, that he fully understands his rights, privileges, and duties under the Settlement Agreement, and enters into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that he had the opportunity to consult with his attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement. Plaintiff further acknowledges that he has at least twenty-one (21) days from the date Plaintiff receives this Settlement Agreement and any attached information to consider the terms of this Settlement Agreement, including whether to sign this Settlement Agreement ("Consideration Period"). If Plaintiff chooses to sign this Settlement Agreement before the Consideration Period ends, Plaintiff represents that it is because he freely chose to do so after carefully considering its terms. Plaintiff agrees with Defendant that changes, whether material or immaterial, do not toll or restart the running of the Consideration Period. Plaintiff further understands that he may revoke his acceptance of this Settlement Agreement within seven (7) days after the date he signs the Settlement Agreement. Any revocation must be in writing and received by Defendant's Counsel.

Doc ID: 3a7c76f44efa47cfa58e92f5b7e025b69d470725

c. Plaintiff further agrees, as a condition of this Settlement, to obtain a Judgment in the Action on the Released PAGA Claims in the manner set forth herein.

12. **No Publicity.** Plaintiff and PAGA Counsel will not make any public disclosure of this Settlement until after the motion for approval of the Settlement is approved by the Court, including (a) issuing any press or other media release, (b) initiating any contact with the press, other media (including social media), or any third party, (c) responding to any inquiry from the press or media, or (d) having any communication with the press or other media about the Action, including but not limited to the fact, amount, and/or terms of the Settlement Agreement. PAGA Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will encourage him to adhere to, the restriction against any public disclosure of the Settlement Agreement or the MOU until after the settlement is approved by the Court. Plaintiff and PAGA Counsel agree to keep the terms of the Settlement Agreement confidential, except as reasonably necessary to obtain judicial approval of the Settlement Agreement, including as appropriate in the Parties' anticipated Joint Motion. To the extent limited public disclosures are required to effectuate the settlement or to notify the courts or parties in any pending or related proceeding, such limited and necessary details may be revealed with the consent of all Parties. However, any such disclosures shall not constitute a waiver of confidentiality with respect to any information not publicly disclosed. Thereafter, PAGA Counsel and Plaintiff agree to not publicize the terms of this settlement with the media, including but not limited to any newspaper, journal, magazine, website, and/or online reporter of settlements or on any website or other social media platform.

13. **Maximum Settlement Payment.** Defendant's monetary obligation under this Settlement Agreement is limited to the Gross PAGA Settlement Amount. Defendant shall not be required to contribute any additional monies above the Gross PAGA Settlement Amount under this Settlement Agreement, except as specifically set forth and as limited herein. Nor shall Defendant, except as specifically set forth and as limited herein, be required to pay more than the Gross PAGA Settlement Amount to obtain the relief (including but not limited to the Settlement, releases of claims, issuance of the Settlement Approval Order, issuance of the Judgment in accordance with the terms and conditions of this Settlement Agreement) provided in this Settlement Agreement or to fully and finally settle and resolve the Released PAGA Claims.

In the event that this Settlement Agreement is voided or nullified, in whole or in part, however that may occur, or the Settlement of the Action is barred by operation of law, or invalidated, or ordered not to be carried out by a Court of competent jurisdiction, Defendant will cease to have any obligation to pay any portion of the Gross PAGA Settlement Amount to anyone under the terms of this Settlement Agreement, and all previous disbursements from the Gross PAGA Settlement Amount (if any) will immediately be paid back to Defendant by the person(s) and/or entity who received such disbursement.

IV. ADMINISTRATION OF SETTLEMENT

1. The Settlement Administrator will administer the Settlement consistent with this Settlement Agreement and the Settlement Approval Order and Judgment. The Settlement Administrator will be responsible for: establishing the Settlement Fund Account; calculating Individual PAGA Payments; preparing, printing, and mailing the Individual PAGA Payment

Doc ID: 3a7c76f44efa47cfa58e92f5b7e025b69d470725

checks and accompanying cover letter which will be mutually approved by the Parties to PAGA Settlement Group Members; mailing one supplemental cover letter with an Individual PAGA Payment check to each PAGA Settlement Group Members whose cover letter is returned to the Settlement Administrator, or other such notice as ordered by the Court; conducting a skip trace search to locate a correct address if any cover letters to PAGA Settlement Group Members with Individual PAGA Payment checks are returned because of an undeliverable address; disbursing payment of Attorneys' Fees and Attorneys' Expenses and Costs to PAGA Counsel; disbursing payment of the Enhancement Award to Plaintiff; disbursing payment to the LWDA consisting of seventy-five percent (75%) of the PAGA Payment; printing and providing PAGA Settlement Group Members, Plaintiff, and PAGA Counsel with IRS Forms 1099 as required under this Settlement Agreement and applicable law; providing a due diligence declaration upon completion of the terms of the Settlement if required by the Court; and for such other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities, and shall not mail any payments to Plaintiff, the LWDA, PAGA Counsel, or any PAGA Settlement Group Members until after the amounts are approved by the Parties and the Court. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation and administration shall be part of the Administration Costs.

2. Within fifteen (15) days after receipt of the full amount of the Gross PAGA Settlement Amount from Defendant, the Settlement Administrator will issue to each PAGA Settlement Group Member a check for their Individual PAGA Payment and mail it to their last known home address along with a cover letter which will be mutually approved by the Parties. Checks will remain negotiable for one hundred eighty (180) days. 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. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address, tax identification number, phone number, credit reporting, and social media of the PAGA Settlement Group Member involved and will then perform a re-mailing. If a PAGA Settlement Group Member's check is not cashed within one hundred twenty (120) days after its first mailing to the PAGA Settlement Group Member, the Settlement Administrator shall send the affected PAGA Settlement Group Member notice informing them that unless their check is cashed in the next sixty (60) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. All checks not cashed within one hundred eighty (180) days of the initial mailing shall be paid to the California Controller's Unclaimed Property Fund in the name of the PAGA Settlement Group Member who failed to cash the check, subject to Court approval, and the PAGA Settlement Group Member shall remain bound by the Settlement. The PAGA Settlement Group Members are bound by the release of the Released PAGA Claims regardless of whether they cash their check representing their share of the Individual PAGA Payment.

3. Within fifteen (15) days after the payment of the Gross PAGA Settlement Amount is received from Defendant in accordance with Section III.7 above, the Settlement Administrator will pay the full amounts for Attorneys' Fees, the Attorneys' Expenses and Costs, the Enhancement Award, the Administration Costs, and the portion of the PAGA Payment allocated

Doc ID: 3a7c76f44efa47cfa58e92f5b7e025b69d470725

to the LWDA from the Gross PAGA Settlement Amount.

4. The Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid out.

5. No person shall have any claim of any kind whatsoever against any of the Parties, Defense Counsel, and/or PAGA Counsel, based on distribution of the payments made in accordance with this Settlement Agreement.

6. For purposes of the identification requirement of Section 162(f)(2)(A)(ii) of the Internal Revenue Code for purposes of this Settlement only (and without admitting any liability) and, and in compliance with and satisfaction of Section 1.162-21(b)(2) of Title 26 of the Code of Federal Regulations, the payments made to the PAGA Settlement Group Members and the LWDA identified in Section III.7, and all other provisions of this Agreement relating to executing such payments, constitute restitution or is required to come into compliance with the law described by the California Private Attorney General Act, California Labor Code section 2699 *et seq*.

7. Defendant makes no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement. Plaintiff, PAGA Counsel, and each PAGA Settlement Group Member will be solely responsible for paying all applicable state, local, and federal income taxes on all amounts received pursuant to this Settlement, and they shall not seek any indemnification from the Released Parties in this regard.

V. MISCELLANEOUS PROVISIONS

1. **Mutual Preparation.** The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties, and that no Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party. Accordingly, this Settlement 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 Settlement Agreement.

2. **Complete Agreement.** This Settlement Agreement , including Exhibits A and B, contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Settlement Agreement other than those expressly set forth or referred to herein. This Settlement Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the subject matter hereof, including, without limitation, the MOU executed by the Parties. This Settlement Agreement cannot be amended or modified except by a writing signed by the Parties hereto or their successors-in-interest.

3. **Escalator Clause.** At mediation, Defendant represented that there were approximately 66,184 weekly pay periods worked by PAGA Settlement Group Members in California during the PAGA Period as independent contractors ("PAGA Pay Periods"). If the

Doc ID: 3a7c76f44efa47cfa58e92f5b7e025b69d470725

actual number of PAGA Pay Periods is more than 10% greater than this number (i.e., if there are more than 72,802 PAGA Pay Periods), then Defendant will increase the Gross PAGA Settlement Amount proportionate to the increase in PAGA Pay Periods over 10% (e.g., if the actual number of PAGA Pay Periods is 12% greater than 66,184, then the Gross PAGA Settlement Amount will increase by 2%).

4. **Validity and Enforceability of Arbitration Agreements.** This Settlement Agreement shall have no impact on the validity or enforceability of the arbitration agreements entered into by Plaintiff and/or the PAGA Settlement Group Members, and the Settlement shall not prejudice Defendant from seeking to enforce such arbitration agreements. The Parties agree that Defendant reserves all rights with respect to any arbitration agreement with Plaintiff and the other PAGA Settlement Group Members and Defendant has not and shall not be deemed to waive the right to enforce any such arbitration agreements.

5. **No Impact on Benefit Plans.** Neither the Settlement Agreement nor any amounts paid to Plaintiff or any PAGA Settlement Group Member under the Settlement Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant's sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendant's benefit plans, policy, or bonus program. Defendant retains the right, if necessary, to modify the language of its benefit plans, policies, and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies, and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

6. **Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto, any and all Released Parties and their respective heirs, trustees, executors, administrators, successors, purchasers, and assigns.

7. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, mediator fees, and other fees incurred in connection with this Settlement Agreement and in connection with the Action and Plaintiff's claims, except as otherwise set forth specifically herein.

8. **Authority.** Defendant represents and warrants that the undersigned has the authority to act on behalf of Defendant and to bind Defendant to the terms of this Settlement Agreement. Plaintiff represents and warrants that he has the capacity to act on his own behalf, on behalf of the State of California, and all PAGA Settlement Group Members, and on behalf of all who might claim through him to bind them to the terms and conditions of this Settlement Agreement.

9. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to

Doc ID: 3a7c76f44efa47cfa58e92f5b7e025b69d470725

have been entered into in California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Settlement Agreement shall be governed by California law.

10. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Parties agree that the Court shall retain continuing jurisdiction over this case under California Code of Civil Procedure section 664.6 to ensure the continuing implementation of the provisions of this settlement. In the event that the Court does not approve the Settlement, or if the Settlement Approval Order and Judgment is reversed on appeal, then there shall be no Effective Date and this Settlement Agreement shall become null and void.

11. **Authorization to Enter Into Settlement Agreement.** Counsel for all Parties warrant and represent 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 Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their Counsel will cooperate with each other and use their best efforts to affect the implementation of the settlement of the Action. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement of the Action, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the mediator to resolve such disagreement.

12. **Execution in Counterparts.** This Settlement Agreement is subject only to the execution of all Parties. However, this Settlement Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Settlement Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Settlement Agreement.

13. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement Agreement after 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 Agreement.

14. **Invalidity of Any Provision.** Before declaring any provision of this Settlement 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 Settlement Agreement valid and enforceable.

15. **Waiver.** No waiver of any condition or covenant contained in this Settlement 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.

Doc ID: 3a7c76f44efa47cfa58e92f5b7e025b69d470725

16. **Severability.** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

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

18. **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 Settlement Agreement and receive approval from the Court.

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

20. **Denial of Liability.** The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant or an admission or concession regarding the validity of the claims in the Action. Nothing in this Settlement Agreement, 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 the 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 or lack of 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 Settlement Agreement may be used in any proceeding in any court that has as its purpose the interpretation, implementation, or enforcement of the Settlement Agreement or any orders or judgments of the Court entered into in connection therewith.

21. **Waiver of Right to Appeal.** Provided that the Settlement Approval Order and Judgment are consistent with the terms and conditions of the Settlement Agreement, Plaintiff and Defendant, inclusive, hereby waive any and all rights to appeal in connection with any issue in the Judgment, including but not limited to all rights to any post-judgment proceeding and/or appellate proceeding, such as a motion to vacate or set-aside judgment, a motion for new trial, and any extraordinary writ, and the Judgment will become final and non-appealable at the time it is entered.

22. **Stay of Litigation.** The Parties agree that the continuing litigation of the Action is stayed.

Doc ID: 3a7c76f44efa47cfa58e92f5b7e025b69d470725

23. **Disputes.** Any dispute between the Parties as to the remaining terms of the Settlement Agreement shall be presented to the mediator, Brandon McKelvey, for resolution.

24. **No Collateral Attack.** The Parties agree that this Settlement Agreement may not be subject to collateral attack by any PAGA Settlement Group Member or the State of California prior to or after entry of the Judgment, to the fullest extent permitted by law.

[Signature Page Follows]

Doc ID: 3a7c76f44efa47cfa58e92f5b7e025b69d470725

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement Agreement, accept, and agree to the provisions contained in this Settlement Agreement and hereby execute it voluntarily and with full understanding of its consequences.

PLAINTIFF:

Dated: 03/31/2026 ________________________

____

Juan Rivera

DEFENDANT:

Dated: 05 / 18 / 2026 ________________________

By: ________________________________

Workforce as a Service, Inc. dba WorkWhile

APPROVED AS TO FORM AND CONTENT:

Dated: 4/2/2026 ________________________

By: /s/Fawn Bekam ________________________________

Fawn Bekam
Abramson Labor Group
Attorneys for Plaintiff

4927-0259-1373.1 / 115775.1009

Doc ID: 3a7c76f44efa47cfa58e92f5b7e025b69d470725

EXHIBIT A

EXHIBIT A

Fawn Bekam, Esq. #307312
Jennifer Rivera, Esq. #353268
ABRAMSON LABOR GROUP
1700 W. Burbank Blvd.
Burbank, California 91506
Phone: (213) 493-6300
Email: fawn@abramsonlabor.com
Email: jennifer.r@abramsonlabor.com

Attorneys for Plaintiff
JUAN RIVERA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

JUAN RIVERA, on behalf of himself and all others similarly situated, Plaintiff, v. WORKFORCE AS A SERVICE, INC., dba WORKWHILE, a corporation; and DOES 1 through 100, Inclusive, Defendants.	Case No. 23CV-0503 **[PROPOSED] ORDER GRANTING MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT ("PAGA") SETTLEMENT** ASSIGNED FOR ALL PURPOSES TO JUDGE CRAIG VAN ROOYEN Complaint Filed: November 6, 2023

Doc ID: 3a7c76f44efa47cfa58e92f5b7e025b69d470725

Pursuant to the Motion for an Order Granting Approval of the Private Attorneys General Act ("PAGA") Settlement ("Motion") submitted by Plaintiff Juan Rivera, and for good cause appearing, having considered the Motion, all legal authorities and documents submitted in support, the Declaration of PAGA Counsel Fawn Bekam, and the Private Attorneys General Act Settlement Agreement ("Settlement Agreement"), IT IS ORDERED that the Motion is GRANTED, subject to the following orders:

a) This Order hereby incorporates by reference the definitions of the Settlement Agreement as though fully set forth herein, and all capitalized terms used herein shall have the same meaning as set forth in the Settlement Agreement.

b) The Court hereby approves the Settlement set forth in the Settlement Agreement. The Court finds the Settlement was entered into in good faith, that the Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for approval of Private Attorneys General Act ("PAGA") representative actions under California law.

c) The Court approves the maximum non-reversionary Gross PAGA Settlement Amount in the total sum of: (1) Six Hundred Sixty-Nine Thousand Dollars and Zero Cents ("$669,000.00") and (2) any additional amount due pursuant to the Escalator Clause.

d) The Court approves and awards to PAGA Counsel – Abramson Labor Group – Attorneys' Fees of up to $223,000.00, and Attorneys' Expenses and Costs up to $25,000.00 from the Gross PAGA Settlement Amount.

e) The Court approves Phoenix Settlement Administrators as the Settlement Administrator and directs the Settlement Administrator to administer the Settlement and to make the payments as provided for by, and consistent with, this Order. The Court further finds the payment of up to $21,000.00 to the Settlement Administrator for Administration Costs is fair and reasonable, and orders the Settlement Administrator to make this payment from the Gross PAGA Settlement Amount to itself in accordance with the Settlement Agreement.

f) The Court finds an Enhancement Award of $7,500.00 to Plaintiff is fair and reasonable, and makes this award from the Gross PAGA Settlement Amount.

g) The Court approves the form of the notice to PAGA Settlement Group Members

Doc ID: 3a7c76f44efa47cfa58e92f5b7e025b69d470725

attached as Exhibit 1 to the Declaration of Fawn Bekam and orders the notice to be included with Individual PAGA Payment checks.

h) The Court approves the PAGA Payment of $392,500.00, which shall be paid from the Gross PAGA Settlement Amount as follows:

1) $294,375.00 (75% of the PAGA Payment) shall be paid to the California Labor and Workforce Development Agency, and

2) $98,125.00 (25% of the PAGA Payment) shall be paid to the PAGA Settlement Group Members as their Individual PAGA Payments to be distributed consistent with the Settlement Agreement.

i) Upon entry of this Order and the Judgment, the Parties and the Settlement Administrator shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Settlement Agreement.

j) Upon entry of the Judgment, Plaintiff, the State of California, and all PAGA Settlement Group Members do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties from each and every claim contained in the Released PAGA Claims. The PAGA Settlement Group Members shall not have the right to opt out of or object to the Settlement. The PAGA Settlement Group Members are barred by the release of the Released PAGA Claims from suing the Released Parties under PAGA for civil penalties arising from the Released PAGA Claims regardless of whether they cash or otherwise negotiate their checks representing their Individual PAGA Payment. Additionally, Plaintiff is deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties from any and all of his individual claims asserted in this Action.

k) If any PAGA Settlement Group Member fails to negotiate their Individual PAGA Payment check within 180 calendar days after the initial mailing, the Settlement Administrator shall forward the sums represented by the uncashed checks to the State of California, Controller's Office, Unclaimed Property Division in the name of the PAGA Settlement Group Member who failed to cash the checks.

l) The Settlement Agreement and this Settlement are not an admission by Defendant, nor

Doc ID: 3a7c76f44efa47cfa58e92f5b7e025b69d470725

are this Order and the Judgment a finding, of the validity of any claims in this action or of any wrongdoing by Defendant. Neither this Order, the Judgment, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement is, may be construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability whatsoever.

m) Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain continuing jurisdiction over this action and the Parties, including after entry of this Order, to the fullest extent necessary to interpret, enforce and effectuate the terms and intent of the Agreement and this Order.

IT IS SO ORDERED.

Dated: _____________

____
The Honorable Craig Van Rooyen
Judge of the Superior Court

4934-3402-5558.4 / 115775.1009

Doc ID: 3a7c76f44efa47cfa58e92f5b7e025b69d470725

EXHIBIT B

EXHIBIT B

Fawn Bekam, Esq. #307312
Jennifer Rivera, Esq. #323268
ABRAMSON LABOR GROUP
1700 W. Burbank Blvd.
Burbank, California 91506
Phone: (213) 493-6300
Email: fawn@abramsonlabor.com
Email: jennifer.r@abramsonlabor.com

Attorneys for Plaintiff
JUAN RIVERA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

JUAN RIVERA, on behalf of himself and all others similarly situated,

Plaintiff,

v.

WORKFORCE AS A SERVICE, INC., dba WORKWHILE, a corporation; and DOES 1 through 100, Inclusive,

Defendants.

Case No. 23CV-0503

[PROPOSED] JUDGMENT

ASSIGNED FOR ALL PURPOSES TO JUDGE CRAIG VAN ROOYEN

Complaint Filed: November 6, 2023

Doc ID: 3a7c76f44efa47cfa58e92f5b7e025b69d470725

Judgment is hereby entered in accordance with the terms of this Court's Order Granting Motion for Approval of Private Attorneys General Act Settlement.

This Judgment hereby incorporates by reference the definitions of the Private Attorneys General Act Settlement Agreement ("Settlement Agreement") as though fully set forth herein, and all capitalized terms used herein shall have the same meaning as set forth in the Settlement Agreement.

Plaintiff, the State of California, and all PAGA Settlement Group Members do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties from each and every claim contained in the Released PAGA Claims. Plaintiff, the State of California, and all PAGA Settlement Group Members are permanently enjoined from pursuing or seeking to reopen, any of the Released PAGA Claims to the maximum extent permitted by law. Additionally, Plaintiff is deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties from any and all of his individual claims asserted in this Action, and Plaintiff is permanently enjoined from pursuing or seeking to reopen, any of his individual claims asserted in this Action to the maximum extent permitted by law.

Without affecting the finality of the Judgment, pursuant to California Code of Civil Procedure section 664.6, the Court shall retain continuing jurisdiction over this action and the Parties, including after entry of this Judgment, to the fullest extent necessary to interpret, enforce and effectuate the terms and intent of the Settlement Agreement.

IT IS SO ORDERED AND ADJUDGED.

Dated: ____________

____
The Honorable Craig Van Rooyen
Judge of the Superior Court

4897-4942-8289.5 / 115775.1009

Doc ID: 3a7c76f44efa47cfa58e92f5b7e025b69d470725