SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MADERA

LIZETH PICENO SANCHEZ, individually, and on behalf of all others similarly situated, Plaintiff, v. SEVERN PEANUT COMPANY, INC., a North Carolina company; RANDSTAD INHOUSE SERVICES, LLC, a limited liability company; RANDSTAD INHOUSE SERVICES, L.P., a limited partnership; and DOES 1 through 10, inclusive, Defendants.	Case No. MCV087826 **PAGA SETTLEMENT AGREEMENT**

PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of Madera ("Court"), Plaintiff Lizeth Piceno Sanchez ("Plaintiff") and Severn Peanut Company, Inc., Randstad Inhouse Services, LLC, and Randstad Inhouse Services, L.P. ("Defendants") (collectively with Plaintiff, the "Parties") hereby agree to the following binding settlement ("Settlement" or "Settlement Agreement") of Plaintiff's claims for penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. "Action" means the action entitled *Sanchez v. Severn Peanut Company, et. al.*, No. MCV087826 (Madera County Superior Court).

2. "Aggrieved Employees" means all individuals currently or formerly employed by Severn Peanut Company, Inc., either directly or indirectly through Randstad Inhouse Services, LLC, in California as hourly-paid, non-exempt employees at any time during the PAGA Period.

3. "Court" means the Superior Court for the State of California, County of Madera.

4. "Gross Settlement Amount" means the settlement amount of an aggregate total of Four Hundred Fifty Thousand Dollars ($450,000) to be paid by Defendants in full satisfaction of all Settled Claims arising from the Action. Severn Peanut Company, Inc. ("Severn") shall be liable for no more than Four Hundred Thousand Dollars ($400,000.00) while Randstad Inhouse Services, LLC ("Randstad") shall be liable for no more than Fifty Thousand Dollars ($50,000.00) of the Gross Settlement Amount.

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

6. "PAGA Penalties Fund" means the Gross Settlement Amount less the Attorneys' Fees and Costs, the Enhancement Award, and Settlement Administrator Costs.

7. "Plaintiff's Counsel" means Moon Law Group, PC.

8. Defense Counsel" means Nathan D. Chapman of Kabat Chapman & Ozmer LLP, and Ronald H. Barsamian, Catherine M. Houlihan, and Patrick S. Moody of Barsamian & Moody.

9. "Settled Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged against Defendants, based on the facts stated in the Action, and the PAGA Notice

submitted by Plaintiff to the LWDA, which occurred during the PAGA Period, and expressly excluding all other claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims, and Plaintiff's individual claims that are subject to a separate release, and PAGA claims outside of the PAGA Period.

10. "PAGA Period" means the period from October 12, 2021 through the date of the approval of the Settlement.

11. "Enhancement Award" means the amount Plaintiff will be requesting the Court allocate from the Gross Settlement as an award to Plaintiff for the time, efforts, and risks, associated with this case.

12. "Released Parties" shall mean Defendants and their past and present parents, partnerships, corporations, subsidiaries, affiliates, and administrators, and their respective predecessors, successors, assigns, and shareholders, and all of their past and present officers, directors, landowners, clients, shareholders, owners, employees, members, agents, attorneys, accountants, and insurers, and all of their respective predecessors, successors, heirs, assigns, executors, and administrators thereof.

RECITALS

13. On October 9, 2022, Plaintiff submitted to the LWDA and served on Defendants a notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of the Aggrieved Employees for various Labor Code violations ("PAGA Notice").

14. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

15. On October 12, 2022, Plaintiff filed a class action complaint against Defendants, styled *Lizeth Piceno Sanchez v. Severn Peanut Company, Inc., et al.*, Superior Court of California, County of Madera, Case No. MCV087826, alleging various Labor Code violations.

16. On March 13, 2023, after over sixty-five (65) days had passed without any communication or action by the LWDA with respect to the Labor Code violations alleged in the PAGA Notice, Plaintiff filed a First Amended Complaint adding a representative claim under PAGA against Defendants based on

the alleged Labor Code violations identified in the PAGA Notice. Simultaneously, Plaintiff dismissed the class and individual claims against Defendants.

17. On July 25, 2025, the Parties participated in an all-day mediation presided over by experienced wage and hour mediator Tripper Ortman, which led to this Agreement to settle the Action.

18. Prior to mediation, Plaintiff obtained, through formal and informal discovery, a sampling of time and payroll records for the Aggrieved Employees, as well as the relevant policy documents applicable to the Aggrieved Employees during the PAGA Period.

TERMS

19. Gross Settlement Amount. In consideration for Plaintiff's promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendants will pay the total amount of Four Hundred Fifty Thousand Dollars ($450,000) ("Gross Settlement Amount") to settle the Action, allocated as follows: Severn Peanut Company, Inc. ("Severn") shall be liable for no more than Four Hundred Dollars ($400,000.00) while Randstad Inhouse Services, LLC ("Randstad") shall be liable for no more than Fifty Thousand Dollars ($50,000.00) paid on behalf of itself and for the benefit of Defendant Randstad Inhouse Services, L.P. Neither Severn nor Randstad shall be responsible for payment of each other's portion of the Gross Settlement Amount and neither Severn nor Randstad shall be responsible for paying more than their portion of the Gross Settlement Amount. The Gross Settlement Amount includes all amounts awarded by the Court for Plaintiff's attorneys' fees, litigation costs and expenses, Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert to, Defendants.

20. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Action with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees according to the following formula:

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

(b) To determine each Aggrieved Employee's payment from the PAGA Penalties Fund, Defendants will use the following formula: Settlement Payment = 25% of PAGA Penalties Fund × [Pay Periods Worked by Individual Aggrieved Employee During the PAGA Period ÷ Total Pay Periods Worked by All Aggrieved Employees during the PAGA Period].

(c) Defendants estimate that there are approximately Twenty Thousand, Five Hundred (20,500) Pay Periods during the PAGA Period. If that number is incorrect by more than Ten Percent (10%), then the Gross Settlement Amount will be increased proportionately. For example, if the number is eleven percent (11%) higher, then the Gross Settlement Amount will be increased by one percent (1%). In the alternative, Defendants may elect to advance the end date of the PAGA Period to correspond to the last date on which the total number of Pay Periods was not in excess of Twenty Two Thousand and Seven Hundred and Five (22,705). Currently, of the 20,500 estimated Pay Periods, Severn estimates 15,400 are allocated to Severn employees and Randstad estimates 5,200 are allocated to Randstad employees. Each Defendant will be responsible to pay the increased percentage for which its employee Pay Period count surpasses the 10% grace amount (for Severn, any count over 16,940, and for Randstad, any count over 5,720).

21. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or motion by Plaintiff's Counsel shall apply for Attorneys' Fees and Costs of one-third the Gross Settlement Amount (1/3), which is One Hundred Fifty ThousandDollars ($150,000), plus the reimbursement of all out-of-pocket costs and expenses associated with Plaintiff's Counsel's litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed Thirty Thousand Dollars ($30,000), both of which will be paid from the Gross Settlement Amount. Any portion of the Attorney's Fees and Costs not awarded to Plaintiff's Counsel will be added to the PAGA Penalties Fund. In the event

the Court reduces, modifies or does not approve the above-referenced Attorneys' Fees and Costs, Plaintiff and Plaintiff's Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding.

22. Enhancement Award. The Parties agree that Plaintiff will request an allocation of $7,500.00 as an Enhancement Award for Plaintiff while seeking Court approval of this settlement and that Defendant will not oppose this request. If the Court awards a smaller amount, the remaining amount will return to the PAGA Penalties Fund. In the event the Court reduces, modifies or does not approve the above-referenced Enhancement Award, Plaintiff and Plaintiff's Counsel shall not have the right to revoke this Settlement Agreement and it will remain binding.

23. Settlement Administration Costs. The Parties will retain Simpluris as the third-party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate tax forms to Aggrieved Employees. All settlement payments to Aggrieved Employees will be treated as miscellaneous income for which a 1099 will be issued. (*Id.* at ¶ 17.). The Settlement Administration Costs will be paid from the Gross Settlement Amount. Based on the estimate that there are approximately 586 Aggrieved Employees, Settlement Administration Costs are estimated at $5,690.00.

24. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties will present this Settlement Agreement to the Court and the LWDA. The Parties will request that the Court issue an order and judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement (the "Order and Judgment").

(a) Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including: (i) a draft proposed Order Granting Approval of PAGA Settlement and Judgment; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, Plaintiff's Counsel, or Defense Counsel; (iii) a signed declaration from Plaintiff's Counsel attesting to their timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and Plaintiff's Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement, other than as provided in this Agreement.

(b) Responsibilities of Counsel. Plaintiff's Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. Plaintiff's Counsel agree to provide Defense Counsel with a draft of all motion papers no later than five (5) business days before the filing deadline. Plaintiff's Counsel is responsible for delivering the Court's Approval to the Administrator.

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

(d) Impact of Non-Approval by the Court. This Settlement is expressly conditioned upon the Court's granting the Motion and entering the Approval Order and Judgment. If the Parties cannot obtain approval from the Court despite their best efforts to do so, the Parties shall be restored to their litigation positions prior to execution of this Settlement and this Settlement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used in this or any other action.

25. List of Aggrieved Employees. Within thirty (30) calendar days after entry of the Order and Judgment, Defendants will provide the Settlement Administrator a complete list of all Aggrieved Employees ("Aggrieved Employee List"). The Aggrieved Employee List will be formatted in Microsoft Office Excel and will include each Aggrieved Employee's full name; most recent mailing address; Social Security number; the respective number of pay periods during which each Aggrieved Employee worked during the PAGA Period; and any other relevant information needed to calculate settlement payments. Each Defendant will be responsible for preparing and submitting its own Aggrieved Employee List and the Settlement Administrator will utilize both lists for purposes of administering its duties.

26. Funding of the Settlement. Within forty-five (45) calendar days after entry of the Order and Judgment, Defendants will deposit their respective portions of the Gross Settlement Amount into the QSF to be established by the Settlement Administrator. Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiff's Counsel; and (d) itself. The Settlement Administrator, and not Defendant, will issue the appropriate tax forms for all payments issued under this Settlement.

27. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any

known or identifiable address changes. 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 or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be tendered to the California Department of Industrial Relations Unpaid Wage Fund in the name of the Aggrieved Employees who did not cash their checks. All settlement payments to Aggrieved Employees will be treated as miscellaneous income for which a 1099 will be issued.

28. Settled Claims. Upon entry of the Order and Judgment, Plaintiff and all Aggrieved Employees will be forever barred from pursuing against Defendants and Released Parties any and all Settled Claims during the PAGA Period. Aggrieved Employees, other than Plaintiff, will not be deemed to have released any individual wage and hour claims by virtue of this Settlement.

29. No Right to Exclusion or Objections by Representative Action Members. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties also agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

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

31. Release of Claims by Plaintiff. Plaintiff, on behalf of herself and her dependents, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, agents, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity, shall and does hereby forever release, discharge and agree to hold harmless the Defendant and Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney fees and costs), known or unknown, at law or in equity, which she may now have or may have after the signing of this Settlement Agreement, arising out of or in any way connected with her employment with Defendants including, the Settled Claims, claims that were asserted or could have been asserted in the Complaint or PAGA Notice, and any and all transactions, occurrences, or matters between the Parties occurring prior to the date this Settlement Agreement is fully executed. Without limiting the generality of the foregoing, this release shall include, but not be limited to, any and all claims under: **(a)** the Americans with Disabilities Act; **(b)** Title VII of the Civil Rights Act of 1964; **(c)** the Civil Rights Act of 1991; **(d)** 42 U.S.C. § 1981; **(e)** the Age Discrimination in Employment Act; **(f)** the Fair Labor Standards Act; **(g)** the Equal Pay Act; **(h)** the Employee Retirement Income Security Act, as amended; **(i)** the Consolidated Omnibus Budget Reconciliation Act; **(j)** the Rehabilitation Act of 1973; **(k)** the Family and Medical Leave Act; **(l)** the Civil Rights Act of 1966; **(m)** the California Fair Employment and Housing Act; **(n)** the California Constitution; **(o)** the California Labor Code; **(p)** the California Government Code; **(q)** the California Civil Code; and **(r)** any and all other federal, state, and local statutes, ordinances, regulations, rules, and other laws, and any and all claims based on constitutional, statutory, common law, or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel, or intentional infliction of emotional distress, negligent infliction of emotional distress, or damages under any other federal, state, or local statutes, ordinances, regulations, rules, or laws. This release is for any and all relief, no matter how denominated, including, but not limited to, back pay, front pay, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorney fees and costs, and Plaintiff hereby forever releases, discharges and agrees to hold harmless

Defendants and the Released Parties from any and all claims for attorney fees and costs arising out of the matters released in this Settlement Agreement.

Plaintiff specifically acknowledges that she is aware of and familiar with the provisions of California Civil Code section 1542, which provides as follows:

> "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Plaintiff, being aware of California Civil Code section 1542, hereby expressly waives and relinquishes all rights and benefits she may have under section 1542 as well as any other statutes or common law principles of a similar effect. Plaintiff may hereafter discover facts in addition to or different from those which she now knows or believes to be true with respect to the subject matter of all the claims referenced herein, but agrees that, upon entry of the Order and Judgment, Plaintiff shall and hereby does fully, finally, and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have been asserted upon any theory of law or equity without regard to the subsequent discovery of existence of such different or additional facts.

32. Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties and penalties under California Labor Code sections 210, 226.3, 558 and 1197.1 that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint in the Action and the PAGA Notice, including: (a) failure to pay minimum wages; (b) failure to pay overtime compensation; (c) failure to provide meal periods; (d) failure to provide rest breaks; (e) failure to indemnify necessary business expenses; (f) failure to timely pay wages upon termination; (g) failure to provide accurate itemized wage statements; and (h) any further penalties under Labor Code section 2699 to the extent based on the factual allegations in the Complaint or the PAGA Notice.

33. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that

they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

34. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

35. Court Retains Jurisdiction. The Parties agree that pursuant to Code of Civil Procedure section 664.6, the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties to interpret, enforce, and effectuate the terms, conditions, intents, and obligations of this Agreement.

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

37. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties, and approved by the Court.

38. 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 effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the mediator, Tripper Ortman, Esq., to resolve such disagreement.

39. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

40. California Law Governs. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California.

41. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic signatures (e.g., Docusign), facsimiles, and scanned copies of the signature pages, will be deemed to be one and the same instrument.

42. 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 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.

43. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that Plaintiff may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement's terms.

44. 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.

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

46. 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.

47. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert

witness fees incurred in connection with any enforcement actions.

48. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. 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.

49. 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.

50. 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.

51. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, 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, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

52. Denial of Liability. The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the pendency of the Actions, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

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

54. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during this Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about this case and/or the fact, amount, or terms of the Settlement. If counsel for either party receives an inquiry about the Settlement from the media, counsel may respond only after this Agreement has been publicly filed and only by confirming the terms of the Settlement. Notwithstanding, Plaintiff's Counsel shall be permitted to assist any aggrieved employee who may contact Plaintiff's Counsel regarding the settlement and Plaintiff's Counsel shall be permitted to reference the case number and case name of the Action for purposes of demonstrating their qualifications to serve as PAGA counsel in future actions.

55. Use and Return of Aggrieved Employee Data. Information provided to Plaintiff's Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of any data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with this settlement, may be used only with respect to this settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Plaintiff's Counsel shall destroy all information provided to it by Defendants no later than 90 days after the Administrator discharges its obligation to pay out all settlement funds.

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

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

To Plaintiff:

Kane Moon (SBN 249834)
kmoon@moonlawgroup.com
Lilit Ter-Astvatsatryan (SBN 320389)
lilit@moonlawgroup.com
Michael Citrin (SBN 335033)
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Attorneys for Defendant Severn Peanut Company, Inc.

READ CAREFULLY BEFORE SIGNING

Dated : 10/3/2025

PLAINTIFF

DocuSigned by:
482AFF8C8371470...

Lizeth Piceno Sanchez

Dated : ______________________

DEFENDANTS

____
Authorized Signatory
SEVERN PEANUT COMPANY, LLC

____
Authorized Signatory
RANDSTAD INHOUSE SERVICES, LLC AND RANDSTAD INHOUSE SERVICES, LP

READ CAREFULLY BEFORE SIGNING

Dated : ______________________

PLAINTIFF

____
Lizeth Piceno Sanchez

Dated : 10/31/2025

DEFENDANTS

Wells Caviness
Wells Caviness (Oct 31, 2025 14:55:52 EDT)
Authorized Signatory
SEVERN PEANUT COMPANY, LLC

____
Authorized Signatory
RANDSTAD INHOUSE SERVICES, LLC AND RANDSTAD INHOUSE SERVICES, LP

READ CAREFULLY BEFORE SIGNING

Dated : ____________________ **PLAINTIFF**

____
Lizeth Piceno Sanchez

Dated : ____________________ **DEFENDANTS**

____
Authorized Signatory
SEVERN PEANUT COMPANY, LLC

Oct. 3, 2025
____
Authorized Signatory
RANDSTAD INHOUSE SERVICES, LLC AND RANDSTAD INHOUSE SERVICES, LP

ACCEPTED AS TO FORM

Dated: 10/06/2025 **MOON LAW GROUP, PC**

By: ______________________
Michael Citrin
Attorneys for Plaintiff Lizeth Piceno Sanchez

Dated: ______________________ **BARSAMIAN & MOODY**

By: ______________________

Attorneys for Defendant Severn Peanut Company, Inc.

Dated: ______________________ **KABAT CHAPMAN & OZMER LLP**

By: ______________________

Attorneys for Defendants Randstad Inhouse Services, LLC, and Randstad Inhouse Services, L.P.

ACCEPTED AS TO FORM

Dated: ____________________

MOON LAW GROUP, PC

By: ______________________________
Michael Citrin
Attorneys for Plaintiff Lizeth Piceno Sanchez

Dated: 10/31/23

BARSAMIAN & MOODY

By: ______________________________

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Dated: ____________________

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