PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Sergio Osuna, Yefri R. Zelaya-Marquez, and Enedina Mena ("Plaintiffs") and defendant Man Staffing, LLC, ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."

1. <u>DEFINITIONS</u>.

1.1. "Actions" means the following lawsuit alleging wage and hour violations against Defendant:

- *Sergio Osuna v. Man Staffing, LLC, et al.*, Los Angeles Superior Court, Case No. 23STCV13377
- *Enedina Mena v. Capital Logistics Services West, Inc, et. al.*, Los Angeles Superior Court, Case No. 23STCV01488;
- *Yefri R. Zelaya-Marquez v. Bon Appetit Danish, Inc. et al.*, Los Angeles Superior Court, Case No. 22STCV30722;

In connection with this settlement, all parties and claims will be consolidated into the *Osuna v Man Staffing, LLC*, action for purposes of settlement approval.

1.2. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Aggrieved Employees" means all current and former non-exempt hourly employees of Defendant in the state of California at any time from September 16, 2021, until April 18, 2024 (the "PAGA Period")

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

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

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

1.8. "Defense Counsel" means Marc Grismer of Grismer|Patterson, LLP.

1.9. "Effective Date" means the date on which the Court's order approving the settlement and its entry of judgment become Final. "Final" shall mean the later of: (i) if there is an appeal of the Court's judgment, the date the order and judgment approving the settlement are affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the order and judgment approving the settlement are affirmed pursuant to such petition; or (iii) if no objection or motion for intervention is filed prior to settlement approval, then the date the Court enters judgment.

1.10. "Gross Settlement Amount" means $1,000,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.11. "Individual PAGA Payment" means the Aggrieved Employee's share of 25% of the PAGA Penalties split equally among all Aggrieved Employees who worked during the PAGA Period.

1.12. "Judgment" means the judgment entered by the Court granting PAGA Settlement Approval.

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

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

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff's representative service award, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "PAGA Counsel" means Koul Law Firm, APC, Majarian Law Group, APC, and Moon Law Group, PC, the attorneys representing the Plaintiffs in the Actions.

1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

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

1.19. "PAGA Period" means the period from September 16, 2021, until April 18, 2024.

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

1.21. "PAGA Notices" means Plaintiffs' letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to the LWDA in settlement of PAGA claims.

1.23. "Plaintiffs" means Sergio Osuna, Yefri R. Zelaya-Marquez, and Enedina Mena, the named plaintiffs in the Actions.

1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

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

1.26. "Released Parties" means: Defendant Man Staffing, LLC; its subsidiary Meeting All Needs Employment Solutions, LLC, its present, former, and/or future parents and/or subsidiary corporations and its and their affiliates including Bon Appetit Danish, Inc., Capital Logistics Services West, Inc., Capital Logistics & Warehousing West, Inc., and Best Quality Furniture, each of the foregoing's present, former, and/or future: owners, officers, directors, shareholders, partners, employees, contractors, clients, insurers, successors, predecessors, assigns, and agents; and any and all agents, representatives and/or attorneys of all of the foregoing entities or individuals.

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

1.28. "Defendant" means named Man Staffing, LLC.

2. RECITALS.

2.1. On 9/16/2022 Plaintiff Yefri R. Zelaya-Marquez filed a PAGA notice letter. On 9/20/2022 Zelaya-Marquez filed a class action complaint, and on 11/22/2022 Zelaya-Marquez filed a first amended complaint adding one cause of action for PAGA. On 1/23/23 Plaintiff Enedina Mena filed a PAGA notice letter. On 1/23/23 Mena filed a class action complaint, and on 3/28/2023 Mena filed a first amended complaint adding one cause of action for PAGA (LASC Case No. 23STCV01488). Plaintiff Sergio Osuna filed a PAGA notice letter on 4/6/2023. He filed a separate PAGA Complaint on 6/12/2023 (LASC Case No. 23STCV13377) The Parties have stipulated to the filing of a First Amended Complaint in the Osuna action, bringing all Parties and all claims before one court. In the First Amended Complaint ("Operative Complaint"), Plaintiffs allege that Defendant is liable under the PAGA Statute (Cal. Labor Code Section 2698 *et seq.*) for (1) failing to comply with California law concerning payment of lawful wage for all hours worked, including minimum wages; (2) failure to pay overtime hours worked; (3) failing to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to reimburse for required business expenses; (6) failing to pay all wages owed twice per month; (7) failing to pay wages due upon termination; and (8) failing to provide accurate itemized wage statements. The First Amended Complaint is the "Operative Complaint" and alleges violations of the following Labor Code sections: 200-204, 210, 218, 218.5, 226, 226.7, 248, 256, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.2, 1198, 1199, and 2802. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the cause of action alleged.

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

2.3. On April 18, 2024, the Parties participated in an all-day mediation presided over by Eve Wagner which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiffs obtained key company documents and the Parties engaged in extensive meet and confer efforts to enable Plaintiffs to prepare an analysis of liability and damages.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $1,000,000.00 and no more as the Gross Settlement Amount. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To PAGA Counsel: Attorney's fees of not more than 33.33% of the Gross Settlement Amount, currently estimated to be $333,300, and costs of not more than $40,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed $15,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than the amount stated above, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the Plaintiffs: an amount of not more than $7,500 each, for a total of $22,500, which the Court will authorize to be paid to Plaintiffs in recognition of the effort and risk in assisting with the prosecution of the Action and in return for executing General Releases with Defendant.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

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

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records as of the date of mediation, Defendant estimates there are approximately 1,000 Aggrieved Employees who worked for Defendant during the PAGA Period.

4.2. Aggrieved Employee Data. Within 14 days of settlement approval, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount in 40 equal installments of $25,000 over the course of 40 months. The first installment shall be paid to the Settlement Administrator within 60 days of the April 18, 2024 mediation. In the event Defendant fails to make any scheduled payment within 7 days of its due date, the entire remaining balance of the settlement amount shall become immediately due and payable upon written notice from Plaintiff, Plaintiff's counsel, or the settlement administrator. Furthermore, failure to cure such default within 14 days of receiving written notice shall constitute a material breach of this Agreement, allowing the Plaintiff to pursue all available legal remedies for enforcement.

4.4. Payments from the Gross Settlement Amount. Payment of the representative service awards shall be made within 14 days of Defendant's first installment payment pursuant to Paragraph 6. Payment to PAGA Members will be made within 14 days of the date the Settlement Administrator has received funds sufficient to fund all PAGA Member payments. Thereafter, there shall be three distributions of amounts representing Attorneys' fees, attorneys' costs, and settlement administration costs, payable on a pro-rata basis with the first payments made within 14 days of Defendant's 12th payment, the second payment made within 14 days of Defendant's 26th payment, and the third made within 14 days of Defendant's final payment under Paragraph 6, above.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

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

5.1 Plaintiffs' Release. Plaintiffs and their former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notices ("Plaintiffs' Release"). Plaintiffs' Release includes, but is not limited to, claims for PAGA civil penalties premised on: Labor Code sections 200-204, 210, 218, 218.5, 226, 226.7, 248, 256, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.2, 1198, 1199, and 2802. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release the Released Parties from any and all claims, known or unknown, for civil penalties under California Labor Code section 2698 et seq. (PAGA) that were asserted in any and/or all of the complaints in the Action and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters); and/or any and all claims, known or unknown, that could have been asserted based on the factual allegations in any and/or all of the complaints in the Action and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters). This release includes, but is not limited to, claims for PAGA civil penalties premised on: California Labor Code sections 200-204, 210, 218, 218.5, 226, 226.7, 248, 256, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.2, 1198, 1199, and 2802. The release shall run through April 18, 2024.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notices.

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

6.1 Plaintiffs' Responsibilities. Plaintiffs 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; (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 Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its 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)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA 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.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the motion or stipulation for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for a motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's order approving the settlement to the Administrator.

6.3 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, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

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

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

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

8. PLAINTIFFS' OPTION TO TERMINATE

Based on its records, Defendant represented that as of April 18, 2024, there are approximately 7,500 Aggrieved Employees, with an average of approximately 600 Aggrieved Employees per pay period during the PAGA Period. In the event that it is determined that the average number of PAGA Members employed during each Pay Period increases by more than 10% (more than 660 employees per pay period) then Plaintiffs, at Plaintiffs' sole discretion, have the right to cancel this agreement.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

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

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

Settlement.

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

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

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

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

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

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

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

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

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

10.15 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:

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To Defendant:

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Nathaniel J. Patterson, SBN: 299468
NPatterson@gp-lawfirm.com
GRISMER|PATTERSON, LLP
9901 Paramount Boulevard, Suite 222
Downey, California 90240
Telephone: 714-988-4052
Facsimile: 714.418.5609

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

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

Plaintiffs:

Dated: 6/27/2024, 2024

DocuSigned by:
120343F9BBE54B7...
Sergio Osuna, Plaintiff

Dated: ________, 2024

Yefri R. Zelaya-Marquez, Plaintiff

Dated: 7/3/2024, 2024

DocuSigned by:
79690FDB98184C9...
Enedina Mena, Plaintiff

Defendant:

Dated: ________, 2024

By:
Man Staffing, LLC, Defendant

To Defendant:

Marc P. Grismer, SBN: 300270
MGrismer@gp-lawfirm.coom
Nathaniel J. Patterson, SBN: 299468
NPatterson@gp-lawfirm.com
GRISMER|PATTERSON, LLP
9901 Paramount Boulevard, Suite 222
Downey, California 90240
Telephone: 714-988-4052
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Plaintiffs:

Dated: _______, 2024 ___________________________________
Sergio Osuna, Plaintiff

Dated: _______, 2024 ___________________________________
Yefri R. Zelaya-Marquez, Plaintiff

Dated: _______, 2024 ___________________________________
Enedina Mena, Plaintiff

Defendant:

Dated: July 16, 2024 ___________________________________
By: Miguel Navarro
Man Staffing, LLC, Defendant

To Defendant:

Marc P. Grismer, SBN: 300270
MGrismer@gp-lawfirm.coom
Nathaniel J. Patterson, SBN: 299468
NPatterson@gp-lawfirm.com
GRISMER|PATTERSON, LLP
9901 Paramount Boulevard, Suite 222
Downey, California 90240
Telephone: 714-988-4052
Facsimile: 714.418.5609

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

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

Plaintiffs:

Dated: _______, 2024

____
Sergio Osuna, Plaintiff

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YZ
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Dated: 7/9/2024, 2024

____
Yefri R. Zelaya-Marquez, Plaintiff

Dated: _______, 2024

____
Enedina Mena, Plaintiff

Defendant:

Dated: _______, 2024

____
By:
Man Staffing, LLC, Defendant

Approved as to form:

Dated: July 15, 2024

Marc Grismer

Marc Grismer
Counsel for Defendant

Dated: ______, 2024

____
Nazo Koulloukian
Counsel for Plaintiffs

Dated: ______, 2024

____
Allen Feghali
Counsel for Plaintiffs

Dated: ______, 2024

____
Sahag Majarian, II
Counsel for Plaintiffs

Approved as to form:

Dated: ______, 2024

____
Marc Grismer
Counsel for Defendant

6/27/2024

Dated: ______, 2024

DocuSigned by:
Nazo Koulloukian
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____
Nazo Koulloukian
Counsel for Plaintiffs

Dated: 6/27, 2024

____
Allen Feghali
Counsel for Plaintiffs

6/27/2024

Dated: ______, 2024

DocuSigned by:
Sahag Majarian
3142D9828E6E4A2...

____
Sahag Majarian, II
Counsel for Plaintiffs

EXHIBIT A – NOTICE OF PAGA SETTLEMENT

[Date], 202__

[Settlement Administrator Name]
[Settlement Administrator Address]

[Employee Name]
[Employee Street Address]
[City, State Zip]

Re: PAGA Settlement Payment

Dear Current or Former Man Staffing, LLC, Employee:

You have received this notice because Man Staffing, LLC, ("Defendant") records indicate that you work or have worked for Defendant in California at some time between September 16, 2021, until April 18, 2024, whichever occurs first (the "PAGA Period"). This notice relates to the settlement of three lawsuits titled *Sergio Osuna v. Man Staffing, LLC, et al.*, Los Angeles Superior Court, Case No. 23STCV13377; *Enedina Mena v. Capital Logistics Services West, Inc, et. al.*, Los Angeles Superior Court, Case No. 23STCV01488; and *Yefri R. Zelaya-Marquez v. Bon Appetit Danish, Inc. et al.*, Los Angeles Superior Court, Case No. 22STCV30722 (the "Lawsuits").

In the Lawsuits, Plaintiffs seek civil penalties pursuant to the California Private Attorneys General Act ("PAGA"), a law which allows Plaintiff to attempt to recover penalties on behalf of the State of California and on behalf of employees who Plaintiffs claim were "aggrieved" by alleged wage and hour violations. In the Lawsuits, Plaintiffs allege that Defendant is liable for failing to comply with California law concerning payment of lawful wage for all hours worked, including minimum wages; failure to pay overtime hours worked; failing to provide meal and rest periods; failing to reimburse for required business expenses; failing to pay all wages owed twice per month; failing to pay wages due upon termination; and failing to provide accurate itemized wage statements Defendant strongly disputes Plaintiff's allegations and maintains that Defendant has fully complied with all applicable wage and hour laws. The Court has not issued any ruling regarding the merits of the Lawsuit. Nonetheless, to avoid the cost and distraction of litigation, Defendant has made a business decision to settle the Lawsuit, which settlement has been approved by the Court.

The enclosed settlement check represents your portion of the Court-approved PAGA settlement. You will not be retaliated against for cashing your check. Checks that are not cashed within 180 days of issuance will be voided and the funds will be transmitted to the state controller unclaimed payment fund in your name.

Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Lawsuit.

If you have any questions about this notice, please contact the Settlement Administrator, [NAME] at <<number/email>>.

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUITS. PLEASE DO NOT CONTACT THE COURT REGARDING THE CASES.