PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Deysi Campos ("Plaintiff") and Defendants Full Steam Staffing LLC ("Full Steam") and Musco Olive Products, Inc. ("Musco") (collectively, "Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendants captioned *Deysi Campos v. Full Steam Staffing, LLC and Musco Olive Products, Inc.* initiated on October 5, 2023, and pending in Superior Court of the State of California, County of San Joaquin, Case No. STK-CV-UOE-2023-10580.

1.2 "Administrator" means ILYM Group, Inc., 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 Employee" means all individuals who were employed by Full Steam in California as a non-exempt employee and assigned to Musco during the PAGA Period, and who worked at least one day at Musco in California during the Full Steam PAGA Period ("Full Steam Aggrieved Employees"), and all direct employees of Musco employed as a non-exempt employee in California who worked at least one day during the Musco PAGA Period ("Musco Aggrieved Employees").

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, start and end dates of employment including leaves of absences, and total 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 San Joaquin.

1.8 "Defendants" means named Defendants Full Steam Staffing LLC ("Full Steam"), and

Musco Olive Products, Inc. ("Musco").

1.9 "Defense Counsel" means J. Rod Betts and Jillian Stanley of Quarles & Brady, LLP and Eric Lloyd and Christa Hall of Medina McKelvey LLP.

1.10 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment; (b) if one or more Parties objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.11 "Full Steam Aggrieved Employee" means all individuals who were employed by Full Steam in California as a non-exempt employee and assigned to Musco during the PAGA Period, and who worked at least one day at Musco in California during the Full Steam PAGA Period.

1.12 "Full Steam PAGA Period" means October 5, 2022, through August 24, 2025.

1.13 "Gross Settlement Amount" or "GSA" means $291,528.00 which is the total amount Defendants agree to pay in the aggregate under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount includes payment to the LWDA, the Aggrieved Employees, the payment of Administration Expenses, Plaintiff's Enhancement Award, Attorneys' Fees, and Attorneys' Expenses. Of the GSA, Full Steam shall pay $147,708, and Musco shall pay $143,820. The Gross Settlement Amount shall be all-in with no reversion to Defendants and no claim forms required.

1.14 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period applicable to their direct employer.

1.15 "Judgment" means the judgment entered by the Court based upon the Final Approval.

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

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

1.18 "Musco Aggrieved Employee" means all direct employees of Musco employed as a non-exempt employee in California who worked at least one day during the Musco PAGA Period.

1.19 "Musco PAGA Period" means June 8, 2023, through August 24, 2025.

1.20 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: 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 and the LWDA as the LWDA PAGA Payment.

1.21 "PAGA Counsel" means Emil Davtyan, Esq., Natalie Haritoonian, Esq., Enoch J. Kim, Esq., Matthew Carraher, Esq., and Antonia McKee, Esq. of D.Law, Inc., and David Yeremian of David Yeremian & Associates, Inc., the attorneys representing the Plaintiff in the Action.

1.22 "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.

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

1.24 "PAGA Period" means October 5, 2022, through August 24, 2025 ("Full Steam PAGA Period) and June 8, 2023, through August 24, 2025 ("Musco PAGA Period").

1.25 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.26 "PAGA Notice" means Plaintiff's October 5, 2023, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.27 "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 LWDA in settlement of PAGA claims.

1.28 "Plaintiff" means Deysi Campos, the named plaintiff in the Action.

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

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

1.31 "Released Parties" means Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

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

2. RECITALS.

2.1 On October 5, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for: Failure to Pay Minimum Wages; Failure to Pay Wages and Overtime Under Labor Code § 510; Meal Period Liability Under Labor Code § 226.7; Rest-Break Liability Under Labor Code § 226.7; Violation of Labor Code § 226(a); Violation of Labor Code § 204; Violation of Labor Code § 203; Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5; Violation of Business & Professions Code § 17200 et seq. On December 8, 2023, Plaintiff filed a First Amended Complaint alleging causes of action against Defendant for: Failure to Pay Minimum Wages; Failure to Pay Wages and Overtime Under Labor Code § 510; Meal Period Liability Under Labor Code § 226.7; Rest-Break Liability Under Labor Code § 226.7; Violation of Labor Code § 226(a); Violation of Labor Code § 204; Violation of Labor Code § 203; Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5; Violation of Business & Professions Code § 17200 et seq. and Penalties under PAGA, Labor Code § 2698. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

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

2.3 On August 8, 2024, the Court issued an Order granting Full Steam's motion to strike the class action claims, such that the class action claims are no longer pending before the Court.

2.4 On June 25, 2025, the Parties participated in an all-day mediation presided over by Darren Cohen which led to this Agreement to settle the Action.

2.5 Prior to mediation, Plaintiff obtained, through informal discovery, partial time and pay records for a sampling of 250 Aggrieved Employees.

2.6 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 <u>Gross Settlement Amount</u>. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay $291,528.00 in the aggregate and no more as the Gross Settlement Amount. Full Steam shall pay $147,708.00 of the GSA, and Musco shall pay $143,820.00 of the GSA. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadlines set forth in paragraph 4.3 below. 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 Defendants.

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: A PAGA Counsel Fees Payment of not more than one-third of the GSA, which is currently estimated to be $97,176.00, and PAGA Counsel Litigation Expenses Payment for reimbursement of actual costs incurred in the Action. 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 $4,550.00 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 $4,550.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 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.

3.2.3.1 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 Pay Periods worked by all Aggrieved Employees during the PAGA Period for each Defendant and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods for each Defendant. The Individual PAGA Payments will be 100% characterized as civil penalties and treated as miscellaneous income for which IRS 1099 Forms will be issued by the Administrator. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Full Steam estimates there are approximately 301 Full Steam Aggrieved Employees from the start of the Full Steam PAGA Period to the date of mediation, which is June 25, 2025, who worked a total 8,206 PAGA Pay Periods. Based on a review of its records to date, Musco estimates there are approximately 231 Musco Aggrieved Employees from the start of the Musco PAGA Period to the date of mediation, which is June 25, 2025, who worked a total 7,990 PAGA Pay Periods.

4.2 Aggrieved Employee Data. Within 21 calendar days of Court approval of the Settlement, each Defendant will provide the Settlement Administrator with an Aggrieved Employee List containing the names, last known contact information and Social Security Numbers for that Defendant's respective Aggrieved Employees, as well as the number of Pay Periods each Aggrieved Employee worked (at least one shift) as a non-exempt employee for that Defendant in California in the PAGA Period. Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. Within seven (7) calendar days of receipt of the Aggrieved Employee Lists by the Settlement Administrator, the Settlement Administrator will provide to PAGA Counsel, without revealing any confidential information such as names, Social Security Numbers, contact information, etc., the number of unique Aggrieved Employees along with the number of PAGA Pay Periods worked by each Aggrieved Employee for each Defendant during the PAGA Period. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover 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 Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendants shall each make payment of one-half of their share of the GSA to the Settlement Administrator within 30 days of Court approval of the Settlement. Within 90 days after the first payment, each Defendant shall pay the remaining one-half of their share of the GSA to the Settlement Administrator.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Fees and Expenses Payments.

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 retuned 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, requested by the Aggrieved Employee prior to the void date.

4.4.3 Funds represented by settlement checks returned as undeliverable and those settlement checks remaining uncashed for more than 180 days after issuance will be tendered to the mutually agreed-upon *cy pres* recipient pursuant to California Code of Civil Procedure section 384. The *cy pres* recipient shall be California CASA, 3525 Del Mar Heights Road #243, San Diego, CA 92130.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendants 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 Defendants fully fund the entire Gross Settlement Amount, Aggrieved Employees and the State of California will release claims against all Released Parties as follows:

5.1 Release by Aggrieved Employees and the State of California:

All Aggrieved Employees and the State of California are deemed to release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice which occurred during the PAGA Period. Nothing in this Agreement shall be construed to release any claims other than claims for civil penalties under the Private Attorney General Act (Cal. Labor Code §§ 2699, *et seq.*).

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** Plaintiff shall prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision

(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 Plaintiff, 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 (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 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 Declaration, 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 Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion 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 the motion. PAGA Counsel shall provide Defense Counsel with a reasonable opportunity to review and comment on the motion for approval of the Settlement before it is filed. PAGA Counsel and Defense Counsel are jointly responsible for 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, the Parties, by and through PAGA Counsel and Defense Counsel respectively, will expeditiously work together 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, the Parties will expeditiously work together 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 ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. 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 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. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

8.1 Defendant Full Steam represents that from October 5, 2022, through June 25, 2025, the total number of PAGA Pay Periods for Full Steam Aggrieved Employees is approximately 8,206. Defendant Musco represents that from June 8, 2023, through June 25, 2025, the total number of PAGA Pay Periods for Musco Aggrieved Employees is approximately 7,990. If the actual number of PAGA Pay Periods is more than 10% greater than the number represented by a Defendant for their respective PAGA Period, then the GSA for that Defendant will be increased proportionately. For example, if the number of PAGA Pay Periods is 11% higher for a Defendant, the GSA for said Defendant will be increased by 1%. In the alternative, said Defendant may elect, in its sole discretion, to shorten its release period to stay within the 10% cushion. If the GSA is increased pursuant to this provision, the PAGA Counsel Fees Payment shall remain one-third of the increased GSA. A Defendant must elect to exercise this option at least seven (7) calendar days before the Administrator disburses the settlement funds as set forth in this Agreement.

9. CONTINUING JURISDICTION OF THE COURT

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

9.2 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 and 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' 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, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' 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, 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. Plaintiff and Defendants separately warrant and represent that PAGA Counsel and Defense Counsel are authorized by the Parties, 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, 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.

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 Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants 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 California Rules of Court rule. 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 Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, 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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Attorney for Defendant Musco Olive Products, Inc.

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Quarles & Brady, LLP
101 W. Broadway, Suite 1500, San Diego, CA 92101
Tel.: (619) 237-5200
Email: Rod.Betts@quarles.com

Attorneys for Defendant Full Steam Staffing LLC

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 and 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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this PAGA Settlement Agreement between Plaintiff, on the one hand, and Defendants, on the other hand, as of the date(s) set forth below:

Dated: ________________

____
Plaintiff Deysi Campos

Dated: ________________

____
Defendant Musco Olive Products, Inc.

____
Print Name of Authorized Signatory

Dated: 9/30/25

Jennifer Valdez-Frantz
Defendant Full Steam Staffing LLC

Jennifer Valdez-Frantz
Print Name of Authorized Signatory

APPROVED AS TO FORM:

D. LAW, INC.

Dated: ____________________

____
Emil Davtyan, Esq.
Natalie Haritoonian, Esq.
Enoch J. Kim, Esq.
Matthew J. Carraher, Esq.
Antonia McKee, Esq.
Attorneys for Plaintiff Deysi Campos

MEDINA MCKELVEY LLP

Dated: ____________________

____
Timothy B. Nelson, Esq.
Attorneys for Defendant Musco Olive Products, Inc

QUARLES & BRADY LLP

Dated: ____________________

Rod Betts
____
J. Rod Betts, Esq.
Attorneys for Defendant Full Steam Staffing LLC

Attorneys for Defendant Full Steam Staffing LLC

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 and 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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this PAGA Settlement Agreement between Plaintiff, on the one hand, and Defendants, on the other hand, as of the date(s) set forth below:

Dated: 9/30/2025

Firmado por:

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Plaintiff Deysi Campos

Dated: ________________

Defendant Musco Olive Products, Inc.

Print Name of Authorized Signatory

Dated: ________________

Defendant Full Steam Staffing LLC

Print Name of Authorized Signatory

Attorneys for Defendant Full Steam Staffing LLC

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 and 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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this PAGA Settlement Agreement between Plaintiff, on the one hand, and Defendants, on the other hand, as of the date(s) set forth below:

Dated: ________________

____
Plaintiff Deysi Campos

DocuSigned by:

Dated: 10/3/2025

John Pieretti
97E12B8CA5A348B...
Defendant Musco Olive Products, Inc.

John Pieretti
Print Name of Authorized Signatory

Dated: ________________

____
Defendant Full Steam Staffing LLC

____
Print Name of Authorized Signatory

APPROVED AS TO FORM:

D. LAW, INC.

Dated: January 20, 2026

____
Emil Davtyan, Esq.
Natalie Haritoonian, Esq.
Enoch J. Kim, Esq.
Matthew J. Carraher, Esq.
Antonia McKee, Esq.
Attorneys for Plaintiff Deysi Campos

MEDINA MCKELVEY LLP

Dated: October 3, 2025

____
Timothy B. Nelson, Esq.
Attorneys for Defendant Musco Olive Products, Inc

QUARLES & BRADY LLP

Dated: ____________________

____
J. Rod Betts, Esq.
Attorneys for Defendant Full Steam Staffing LLC