AMENDED PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND RELEASE

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Guadalupe Lopez ("Plaintiff"), on behalf of herself, the State of California, and all allegedly-aggrieved employees (referred to herein as the "PAGA Employees" and defined below), and Defendant iStaffing, Inc. and iStaffing Partners, Inc. ("Defendant") (collectively the "Parties"), subject to the approval of the Court, that the settlement of the Action (as defined below) shall be effectuated upon and subject to the following terms and conditions. Capitalized terms as used herein shall have the meanings set forth in Section II(A) or as defined elsewhere in this Settlement Agreement and Release.

I. RECITALS

WHEREAS, on December 16, 2023, Plaintiff, through her counsel, filed a "Notice of Labor Code Violations and PAGA Penalties" with the California State Labor Workforce Development Agency and served a copy of same on Defendant (the "LWDA Notice"). Thereafter, the LWDA took no action to directly prosecute the alleged claims set forth in the LWDA Notice;

WHEREAS, on March 1, 2024, Plaintiff filed a representative Complaint in the Action (the "Operative Complaint") that asserted one cause of action for civil penalties under PAGA;

WHEREAS, on July 26, 2024, Plaintiff submitted her individual claims to arbitration with AAA, which was assigned Case No. 01-24-00067042.

WHEREAS, during the course of the litigation, the Parties engaged in informal discovery, including an informal exchange of information to prepare for a mediation;

WHEREAS, on December 10, 2025, the Parties participated in a private mediation with mediator Hon. Carl J. West (Ret.), with respect to Plaintiff's individual and representative PAGA claims;

WHEREAS, the Parties desire to settle, compromise, and avoid litigation in the Action, and have agreed to settle the Action upon the terms and conditions and for the consideration set forth in this Settlement Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the Parties hereto as follows:

II. SETTLEMENT TERMS

A. <u>Definitions</u>

1. "Action" means the case entitled *Guadalupe Lopez v. iStaffing, Inc., et al.,* Case No. 30-2024-01383579-CU-OE-CXC.

2. “Attorney’s Fees” means such attorney’s fees as the Court may award to Plaintiff’s Counsel for the services they have rendered and will render to the PAGA Employees in the Action, and which shall not exceed one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be $66,666.67.

3. “Attorney’s Costs” means such litigation costs as the Court may award to Plaintiff’s Counsel for the costs they have incurred and will incur in the investigation, litigation, and resolution of the Action, and in the administration of the Settlement, and which shall not exceed $20,000.00.

4. “Defense Counsel” means Maralan Law, PC.

5. “Effective Date” means the date (i) the Court has approved the Settlement; and (ii) the Court has issued the Final Order and entered Judgment in accordance with the terms described herein.

6. “Gross Settlement Amount” means the total sum of Two Hundred Thousand Dollars and Zero Cents ($200,000.00) for payment of Settlement Administration Costs, Attorneys’ Fees, Attorneys’ Expenses, Plaintiff’s Incentive Award, and the PAGA Payment. The Gross Settlement Amount is the maximum amount Defendant can be required to pay under this Settlement.

7. “Incentive Award” means up to $7,500.00 to be paid to Plaintiff, subject to Court approval, in consideration of Plaintiff’s service as the PAGA representative and Plaintiff’s separate general release of claims against Defendant.

8. “Individual Settlement Payment” means the portion of the PAGA Settlement Fund allocated to each PAGA Employee, as calculated pursuant to Section C(12) below. One hundred percent (100%) of the Individual Settlement Payments made to PAGA Employees shall be deemed miscellaneous income for which a Form 1099 will be issued.

9. “Notice” means the notice that will be sent to each PAGA Employee accompanying his or her Individual Settlement Payment, which shall be substantially in the form attached hereto as **Exhibit A**.

10. “PAGA Employee” means all persons who were employed by Defendant in California as non-exempt, hourly-paid employees at any time from December 16, 2022 to February 10, 2026.

11. “PAGA Employee List” means the list of full names, most recent mailing addresses, and Social Security numbers of the PAGA Employees, and the number of pay periods worked by each PAGA Employee during the Settlement Period.

12. “PAGA Payment” means the Gross Settlement Amount *minus* the sum of: (1) Attorney’s Fees; (2) Attorney’s Costs; (3) Plaintiff’s Incentive Award; and (4) Settlement Administration Costs. The LWDA will be paid 75% of the PAGA Payment. The PAGA

Employees will be paid the remaining 25% of the PAGA Payment. This amount shall be referred to as the "PAGA Employee Fund."

13. "Plaintiff's Counsel" means Moon Law Group P.C.

14. "Released Claims" means all claims for civil penalties under PAGA arising from the same facts and/or claims alleged in the Operative Complaint as well as those included in Plaintiff's LWDA Notice, including claims under California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 227.3, 245, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, 2699.3, 2802, as well as IWC Wage Orders, including, but not limited to, Wage Orders Nos. 1 and 16, or claims that were pled or that could have been pled based on the facts alleged in the operative Complaint during the Settlement Period. The period of the release is from December 16, 2022 to February 10, 2026. The res judicata effect of the judgment will be the same as that of the release.

15. "Released Parties" means Defendant and their past, present and future subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors or assigns; and their past, present, and future officers, directors, shareholders, partners, agents, insurers, employee, advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors or assigns.

16. "Settlement Administrator" means Phoenix Class Action Administration Solutions ("Phoenix") the third-party settlement claims administrator that the Parties will ask the Court to appoint for purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

17. "Settlement Administration Costs" means the amount from the Gross Settlement Amount which shall be allocated, subject to the Court's approval, to the Settlement Administrator for services rendered in administering the Settlement, and which shall not exceed $10,000.00.

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

19. "Settlement Period" means the period from December 16, 2022 to February 10, 2026.

20. "Void Date" means the 181st day after issuance of Individual Settlement Payment checks to PAGA Employees, upon which the Individual Settlement Payment checks will no longer be valid and negotiable.

B. Consideration

1. No Admission of Liability. Defendant has contended and continues to contend that the allegations in the Action have no merit and do not give rise to liability. Defendant specifically denies all of the allegations in Plaintiff's PAGA Letter and Operative Complaint. This Settlement Agreement is a compromise of such disputed claims. Nothing contained in this Settlement Agreement, no documents referred to herein, and no action taken to carry out this Settlement Agreement may be construed or used as an admission by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever.

2. Gross Settlement Components. Provided that the Court approves the Settlement and the Effective Date occurs, Defendant will pay the Gross Settlement Amount of $200,000.00, with one-third of the Gross Settlement Amount paid within sixty (60) days of the Effective Date of the Settlement and the remaining balance due six (6) months after the first payment. All amounts to be paid by Defendant shall be deposited into the Settlement Fund Account, which shall be administered by the Settlement Administrator. All amounts to be paid to anyone pursuant to this Settlement Agreement shall be paid out of the Settlement Fund Account.

a. Attorney's Fees. In full satisfaction of all claims Plaintiff may have for attorney's fees arising out of the Action, the Parties agree that Defendant will pay Plaintiff's Counsel up to a total of 1/3 of the Gross Settlement Amount in Attorney's Fees. Defendant agrees not to oppose Plaintiff's application for Attorney's Fees not to exceed this sum. The Attorney's Fees to be awarded to Plaintiff are subject to the approval of the Court and will be paid only from the Gross Settlement Amount. Any portion of the Attorney's Fees not awarded to Plaintiff's Counsel will be added to the PAGA Payment.

b. Attorney's Costs. In full satisfaction of all claims Plaintiff may have for litigation costs and expenses arising out of the Action, the Parties agree that Defendant will pay Plaintiff's Counsel up to a total of $20,000.00 in Attorney's Costs. Defendant agrees not to oppose Plaintiff's application for Attorney's Costs not to exceed this sum. The Attorney's Costs to be awarded to Plaintiff are subject to the approval of the Court and will be paid only from the Gross Settlement Amount. Any portion of the Attorney's Costs not awarded to Plaintiff's Counsel will be added to the PAGA Payment.

c. Settlement Administration Costs. Defendant shall pay for third-party administration fees that are necessary to administer the Settlement up to a maximum payment of $10,000.00. The Settlement Administration Costs to be paid to the Settlement Administrator are subject to the Court's approval and will be paid only from the Gross Settlement Amount. Any portion of the Settlement Administration Costs not awarded by the Court will be added to the Net Settlement Amount.

d. <u>Incentive Award</u>. Defendant shall pay $7,500.00 to Plaintiff in consideration of Plaintiff's service as the PAGA representative and Plaintiff's separate general release of claims against Defendant subject to the Court's approval and will be paid only from the Gross Settlement Amount. Any portion of the Incentive Award not awarded by the Court will be added to the Net Settlement Amount.

e. <u>PAGA Payment</u>. The Parties agree that, pursuant to PAGA, seventy-five percent (75%) of the PAGA Payment, will be paid to the LWDA. The remaining twenty-five percent (25%) of the PAGA Payment will be paid to all PAGA Employees pursuant to the calculation method set forth in section C(13) below.

f. <u>PAGA Pay Periods</u>**:** Plaintiff has entered into this Settlement based on Defendant's representation that PAGA Employees worked a combined total of approximately 8,800 pay periods during the PAGA Period. If the total number of pay periods as of the end of the PAGA Period exceeds the above figure by greater than 10% (i.e. 9,680), then, at Defendant's sole discretion, either: (i) the Gross Settlement Amount shall increase on a pro-rata basis equal to the percentage increase in the number of pay periods worked by the PAGA Employees above 10% (for example, if the number of pay periods increases by 11%, the Gross Settlement Amount will increase by 1%), or (ii) the final day of the Settlement Period shall be set on the day before the number of the pay period reaches 9,680 (8,800, plus 10% of 8,800). Defendant has informed Plaintiff's Counsel that there are a total of 9,355 pay periods from December 16, 2022 to February 10, 2026, and therefore this clause is not triggered.

3. <u>Plaintiff's Release</u>. Upon entry of final judgment and funding of the Gross Settlement Amount in full ("Effective Date"), Plaintiff hereby releases and forever discharges Defendant and Defendant's present and former trustees, officers, owners, parent companies, agents, employees, affiliated entities, insurers, attorneys, successors, assigns, and customers, from all claims, causes of action, charges, complaints, obligations, costs, losses, damages, injuries, attorneys' fees, and other legal responsibilities, of any form whatsoever (hereinafter "Claims"), whether known or unknown, unforeseen, unanticipated, unsuspected or latent, which Plaintiff now owns or holds, or have at any time heretofore owned or held, or may at any time own or hold by reason of any matter or thing arising out of or in any way related to the relationship between the parties including, but not limited to, any rights or obligations arising from her employment. This includes but is not limited to the release of all rights and claims Plaintiff may have under:

a. Anti-Discrimination Statutes, such as the California Fair Employment and Housing Act "FEHA", Government Code 12940 et seq. (prohibits discrimination in employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, sexual orientation, marital status, sex, gender, or age); Title VII of the Civil Rights Act of 1964 (prohibits discrimination in employment based on race, color, national origin, religion, sex, or pregnancy); the Civil Rights Act of 1991 (prohibits discrimination); 42 U.S.C. Sec. 1981 (prohibits discrimination); the Age Discrimination in Employment Act

("ADEA"); Executive Order 11246 (prohibits race, color, religion, sex, and national origin discrimination); the Americans With Disabilities Act (prohibits disability discrimination); the Rehabilitation Act of 1973 (prohibits handicap discrimination); and the Equal Pay Act (prohibits paying men and women unequal pay for equal work),

b. Federal and State Employment Statutes, such as the Employee Retirement Income Security Act of 1974 (protects employee benefits); the Family and Medical Leave Act (provides for leaves of absence); the California Family Rights Act (provides for leaves of absence); and the California Business and Professions Code Sec. 17200 (prohibits unfair business practices); the California Labor Code (protects employee wages),

c. Other Laws, such as federal or local laws or regulations prohibiting discrimination in employment or otherwise, enforcing express or implied contracts, requiring employers to deal fairly or in good faith, or restricting an employer's right to terminate employees. Plaintiff also releases any and all other claims, known and unknown, for breach of contract, express or implied; breach of the covenant of good faith and fair dealing; wrongful discharge in violation of public policy; and retaliation, defamation, conspiracy, infliction of emotional distress, invasion of privacy, harassment, assault, battery, misrepresentation, or any other tort; and

d. Benefit Plans, such as any stock option, bonus, incentive compensation, commission, medical, dental, life insurance, retirement, disability, and other compensation or benefit plans.

e. Excluded from this release are, (i) any cause of action under ERISA relating to an employee benefit plan that is qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended, or that is a medical or health care plan, (ii) any claims that Plaintiff may have against Employer for breach of the terms and conditions set forth in this Agreement, or (iii) any claims that cannot be released as a matter of law (including but not limited to any workers compensation injury claims).

4. <u>Plaintiff's Release of Unknown Claims.</u> Plaintiff acknowledges and agrees that all of Plaintiff's rights under Section 1542 of the Civil Code of California are hereby expressly waived. Said section reads 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.

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of Claims, Plaintiff expressly acknowledges that this Agreement is intended to include in its effect, without limitations, all Claims which Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of execution hereof, and that the settlement agreed upon contemplates the extinguishment of any such Claims

5. LWDA Release. Upon entry of final judgment and funding of the Gross Settlement Amount in full ("Effective Date"), Plaintiff, as representative on behalf of the State of California releases the Released Parties from all claims for civil penalties under PAGA arising from the same facts and/or claims alleged in the Operative Complaint as well as those included in Plaintiff's LWDA Notice, including claims under California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 227.3, 245, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, 2699.3, 2802, as well as IWC Wage Orders, including, but not limited to, Wage Orders 1 and 16, or claims that were pled or that could have been pled based on the facts alleged in the operative Complaint during the Settlement Period. The period of the release shall extend to the limits of the PAGA Period. The res judicata effect of the judgment will be the same as that of the release.

C. Settlement Administration Procedures

1. Settlement Approval Motion. Following full execution of this Settlement Agreement, Plaintiff's Counsel will present this Settlement Agreement to the Court and will request that the Court issue a Settlement Approval Order and Judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement. Plaintiff will also promptly submit the Settlement Agreement to the LWDA as required by the PAGA statute. Defendant agrees not to oppose Plaintiff's motion for Settlement Approval unless the motion is inconsistent with the terms set forth in this Settlement Agreement.

2. No Right of PAGA Employees to Object or Opt-Out. The Parties agree there is no statutory right for any PAGA Employee to object, opt out, or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any PAGA Employee to appeal the approval of the Settlement by the Court. The Parties will jointly defend against any appeal filed with respect to the Final Order.

3. Notice to the LWDA. Pursuant to California Labor Code § 2699(*l*), Plaintiff will provide a copy of this Settlement to the LWDA concurrently with the filing of the motion for Settlement Approval. Plaintiff will also file a declaration in support of his motion for Settlement Approval, confirming that he has submitted the Settlement to the LWDA in compliance with Labor Code § 2699(*l*).

4. Judgment and Continued Jurisdiction. After entry of the Final Approval Order and Judgment, the Court will have continuing and exclusive jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement; (b) matters relating to the administration of the Settlement; and (c) such post-Judgment matters as may be appropriate under Court rules or as set forth in this Settlement Agreement.

5. Settlement Administrator. Upon approval of the Court, Plaintiff will retain Phoenix as the third-party Settlement Administrator to administer this Settlement. The Settlement Administrator will be responsible for: establishing the Settlement Fund Account; calculating

Individual Settlement Payments; preparing, printing, and mailing the Individual Settlement Checks and accompanying Notice to PAGA Employees; disbursing payment of Attorney's Fees and Attorney's Costs to Plaintiff's Counsel; disbursing payment of Plaintiff's Incentive Award; disbursing payment to the LWDA consisting of seventy-five percent (75%) of the PAGA Payment; printing and providing PAGA Employees, Plaintiff, and Plaintiff's Counsel with IRS Forms 1099 as required under this Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; and for such other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities, and shall not mail any payments to Plaintiff, the LWDA, Plaintiff's counsel, or any PAGA Employee until the amounts are approved by the Parties. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be part of the Settlement Administration Costs.

6. PAGA Employee List. Fourteen (14) days after the Effective Date, Defendant will provide the Settlement Administrator with the PAGA Employee List, which shall be used solely for the administration of this Settlement and for no other purpose, and which shall not be shared with any persons or entity not employed by the Settlement Administrator and working on the administration of this Settlement. Because PAGA Employees' sensitive personal information is included in the PAGA Employee List, the Settlement Administrator shall maintain the PAGA Employee List securely and in confidence, maintaining the strictest standards of data privacy. Access to the PAGA Employee List shall be limited to employees of the Settlement Administrator with a need to use the PAGA Employee List for administration of this Settlement, and the PAGA Employee List shall be returned to Defendant once settlement administration is concluded.

7. Funding of the Settlement. One-third of the Gross Settlement Amount paid within sixty (60) days of the Effective Date of the Settlement, and the remaining balance due six (6) months after the first payment.

8. Payment of Attorney's Fees and Attorney's Costs. Within ten (10) calendar days following the Funding of the Settlement, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Attorney's Fees and Attorney's Costs to Plaintiff's Counsel. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff's Counsel for the payments made pursuant to this paragraph.

9. Settlement Administration Costs. Within ten (10) calendar days following the Funding of the Settlement, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Settlement Administration Costs.

10. Plaintiff's Incentive Award. Within ten (10) calendar days following the Funding of the Settlement, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Plaintiff's Incentive Award to Plaintiff. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for the payments made pursuant to this paragraph.

11. LWDA PAGA Payment. Within ten (10) calendar days following the Funding of the Settlement, the Settlement Administrator shall issue from the Settlement Fund Account a check payable to the LWDA for seventy-five percent (75%) of the PAGA Payment.

12. Individual Settlement Payments. Within ten (10) calendar days following the Funding of the Settlement, the Settlement Administrator shall issue from the Settlement Fund Account Individual Settlement Payments, based on the twenty-five percent (25%) of the PAGA Payment, to PAGA Employee's last known mailing address. 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 Void Date 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 PAGA Employee involved, and will then perform a single re-mailing. Any check re-mailings will not extend the 180-day period to cash a check. Any checks issued to PAGA Employees shall remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date. The Parties agree that, within fourteen (14) calendar days after the Void Date, any unclaimed funds in the Settlement Fund Account as a result of the failure to cash Individual Settlement Payment checks prior to the Void Date shall be handled in accordance with California Code of Civil Procedure section 384 and transmitted to California's Unclaimed Property Fund in the name of the PAGA Employee.

13. Calculation of Individual Settlement Payments. Each PAGA Employee's pro rata share of the PAGA Employee Fund ("Individual Settlement Payment") will be determined by converting the PAGA Employee Fund into a pay period value. The pay period value will be established by dividing the PAGA Employee Fund by all pay periods for the PAGA Employees during the PAGA Period. The pay periods worked by PAGA Employees during the PAGA Period will be determined by the number of pay periods actually worked by each PAGA Employee. The Settlement Payment for each PAGA Employee will be determined by multiplying the pay period value by each PAGA Employee's individual pay periods. All payments are for penalties and will be reported on IRS 1099 forms.

14. Tax Treatment of Individual Settlement Payments. One hundred percent (100%) of each Individual Settlement Payment shall be allocated to miscellaneous income for which an IRS Form 1099 will be issued, if required by law.

15. Administration of Taxes. The Settlement Administrator will be responsible for issuing to Plaintiff, PAGA Employees, and Plaintiff's Counsel Form 1099s or other tax forms as may be required by law for all amounts paid pursuant to this Settlement, and for forwarding all penalties to the appropriate government authorities.

16. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. Plaintiff's Counsel shall file this declaration with the Court within seven (7) calendar days of receipt.

D. Miscellaneous Provisions

1. No Effect on Employee Benefits. Amounts paid to Plaintiff and other PAGA Employees pursuant to this Settlement Agreement do not count as earnings or compensation for purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by Defendant.

2. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard. Plaintiff understands and agrees that he will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will hold Plaintiff's Counsel, Defendant, the Released Parties, Defense Counsel, and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages. Each Party to this Settlement (for purposes of this section, the "Acknowledging Party" and each Party to this Settlement Agreement other than the Acknowledging Party, an "other Party") acknowledges and agrees that: (a) no provision of this Settlement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended); (b) the Acknowledging Party (i) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement, (ii) has not entered into this Settlement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (iii) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (c) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

3. 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.

4. No Pending Lawsuits By Plaintiff. Other than this Action, Plaintiff represents that he does not have any pending lawsuits, administrative complaints, or charges against Defendant or the Released Parties in any local, state, or federal court or administrative agency. Plaintiff further acknowledges that all claims raised therein, if any, shall be fully and finally extinguished by virtue of this Settlement Agreement and the Court's Settlement Approval order.

5. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

6. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms with respect to the Released Claims, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Settlement Agreement and its Exhibits.

7. Amendment or Modification. This Agreement may be amended or modified only by a formal written instrument signed by counsel for all Parties or their successors-in-interest.

8. Authorization to Enter Into Settlement Agreement. The Parties warrant and represent that 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. The person or persons signing this Settlement Agreement on behalf of Defendant represent and warrant that she is authorized to sign this Settlement Agreement on behalf of Defendant. Plaintiff represents and warrants that she is authorized to sign this Settlement Agreement and that she has not assigned any claim covered by this Settlement to a third party.

9. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this 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.

10. 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.

11. California Law Governs. All terms of this and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

12. Execution and Counterparts. This 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 facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

13. Acknowledgement that the Settlement is Fair, Adequate and Reasonable. The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations facilitated by an experienced wage-and-hour class action mediator, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. 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, adequacy, and reasonableness of this Settlement.

14. Waiver of Certain Appeals. In the event the Court grants Approval of this Settlement, the Parties agree to waive appeals concerning this Settlement.

15. Captions. The captions and paragraph numbers in this 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 Agreement.

16. Waiver. No waiver of any condition or covenant contained in this 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.

17. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further, Plaintiff and Plaintiff's Counsel warrant and represent that there are no liens on the Agreement.

18. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement. 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 Court to resolve such disagreement.

19. Publicity. Neither Plaintiff nor Plaintiff's counsel will publicize this Settlement by Defendant's name or locations, through a press release, posting on counsel's website, in social media, or by any other public means, other than necessary court filings and proceedings *associated* with the Settlement. Nothing in this provision is intended to prohibit (a) Plaintiff from discussing this Settlement with her spouse or partner, attorneys or tax advisor; (b) Plaintiff's counsel from communicating with PAGA Employees in this case, the Labor Workforce Development Agency or with the court in which this action is pending; or (c) Plaintiff's Counsel from discussing in court filings information about the case and settlement available in the public record for the limited purpose of allowing counsel to either establish adequacy of counsel or for purposes of seeking court approval of other representative settlements.

It is hereby agreed.

Plaintiff

DocuSigned by:

7803D975EB11446...

Dated: 4/24/2026

Guadalupe Lopez

For Defendant iStaffing, Inc. and iStaffing Partners, Inc.

Dated: Apr 23, 2026

David Alexander

David Alexander

Title: President

EXHIBIT A –

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by a former California employee, Guadalupe Lopez ("Plaintiff"), against iStaffing, Inc. and iStaffing Partners, Inc. ("Defendants"), seeking civil penalties pursuant to the Private Attorneys General Act, California Labor Code sections 2698 et seq. ("PAGA").

PAGA is a California law that allows an "aggrieved employee" to bring a lawsuit on behalf of the State of California to recover civil penalties for certain Labor Code violations. Any penalties recovered under PAGA are allocated 75% to the California Labor and Workforce Development Agency ("LWDA") and 25% to the aggrieved employees.

Plaintiff alleged that Defendants violated California wage-and-hour laws, including claims related to payment of regular and final wages, wage statements, minimum wage, overtime, meal periods, rest periods, deductions, recordkeeping, sick pay, and related claims.

Defendants deny all allegations, deny that they violated any laws, and deny that they owe any civil penalties. However, to avoid the time, expense, and burden of further litigation, the Parties have agreed to settle the case.

This settlement resolves PAGA claims on behalf of the State of California for all persons who were employed by Defendants in California as non-exempt, hourly-paid employees at any time from December 16, 2022 through February 10, 2026 ("PAGA Employees").

According to Defendants' records, you are a PAGA Employee. Therefore, you are entitled to a share of the PAGA settlement payment and enclosed a check in the amount of $[INSERT AMOUNT]. This settlement check is valid until [INSERT VOID DATE].

Defendant will not discharge, discipline, discriminate against, or otherwise retaliate against any Aggrieved Employee for participating in this settlement or for cashing, depositing, or otherwise accepting a settlement payment

Settlement Amounts and Allocation: The total Gross Settlement Amount is $200,000.00. From this amount, $XX has been allocated to settlement of PAGA penalties (the "PAGA Payment"). Of the PAGA Payment, 75% ($XX) will be paid to the LWDA, and 25% ($XX) will be distributed to PAGA Employees.

How Your Payment Was Calculated: Your payment was calculated based on Defendants' records of your workweeks/pay periods during the PAGA Period (December 16, 2022 through February 10, 2026), as compared to the total pay periods worked by all PAGA Employees during the PAGA Period.

Release / No Opt-Out: PAGA Employees cannot opt out of the PAGA settlement. Whether or not you cash or deposit this check, you will be bound by the Court-approved PAGA release set forth in the Settlement Agreement.

Taxes: This payment may have tax consequences. The Settlement Administrator will issue the appropriate tax forms, if any, as required by law. You are responsible for any personal tax obligations associated with this payment. Please consult with a tax advisor if you have questions. If you have questions regarding this payment, please contact the Settlement Administrator:

If you have any questions about your award, please contact the [insert administrator information].