PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff RIGOBERTO MEJIA JIMENEZ ("Plaintiff") and Defendants Golden West Packaging Group LLC ("Golden West") and Real Time Staffing Services, LLC dba Select Staffing ("Real Time Staffing") (Golden West and Real Time Staffing are collectively referred to as "Defendants"). The Agreement refers to Plaintiff and Defendants jointly as "Parties," or individually as "Party."

1. DEFINITIONS

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendants captioned *Rigoberto Mejia Jimenez v. Golden West Packaging Group, LLC., et al.* initiated on April 26, 2024, and pending in the Superior Court of the State of California, County of Ventura, Case No. 2024CUOE024028.

1.2. "Administrator" means Phoenix Class Action Administration Solutions, 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 the Settlement.

1.4. "Aggrieved Employee" means (1) all current and former non-exempt, hourly-paid temporary employees employed by Real Time Staffing Services, LLC dba Select Staffing and who were placed on assignment with Golden West Packaging Group LLC, and (2) all current and former non-exempt, hourly-paid internal employees of Golden West Packaging Group LLC who worked at Golden West Packaging Group LLC's facilities located at: (a) City of Industry at Don Julian Road; (b) Oxnard at Rose Avenue; and (c) Sacramento at 24th Avenue at any time during the PAGA Period.

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, and number of PAGA Pay Periods.

1.6. "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. "Approval Order" means the Court's order granting approval of the Settlement.

1.8. "Court" means the Superior Court of California, County of Ventura.

1.9. "Defendants" mean Golden West Packaging Group LLC ("Golden West") and Real Time Staffing Services, LLC dba Select Staffing ("Real Time Staffing").

1.10. "Defense Counsel" means Susan M. Steward and Priscilla Gamino of Atkinson, Andelson, Loya, Ruud & Romo on behalf of Golden West, and Sabrina A. Beldner of McGuireWoods LLP on behalf of Real Time Staffing.

1.11. "Effective Date" means the date the Court's order approving the settlement and judgment thereon ("Judgment") becomes final in this Action. For purposes of the Settlement Agreement, the Court's Judgment "becomes final" upon the later of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court's Judgment (*i.e.*, 65 calendar days after notice of entry of the Court's Judgment); (ii) if an appeal is filed, the date affirmance of an appeal of the Judgment becomes final; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.

1.12. "Gross Settlement Amount" means Four Hundred and Eighty-Five Thousand Dollars and Zero Cents ($485,000.00) which is the total amount Defendants agree to pay under the Settlement. 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, the Administration Expenses Payment, and Plaintiff's service fee award. Except as may be increased in Sections 4.1.1 and/or 4.1.2 below, neither Golden West nor Real Time Staffing shall be obligated to pay more than their respective amount(s) as set forth in this Section.

1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35 percent of the PAGA Penalties calculated according to the number of PAGA Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.14. "Judgment" means the judgment entered by the Court based upon the Approval Order.

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

1.16. "LWDA PAGA Payment" means the 65 percent of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).

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

1.18. "PAGA Counsel" means David Bibiyan, Jason Rothman, Vedang J. Patel, and Megan R. Lazar of Bibiyan Law Group, P.C., the attorneys representing the Plaintiff in the Action.

1.19. "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.

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

1.21. "PAGA Period" means the period from February 21, 2023, through May 22, 2026.

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

1.23. "PAGA Notice" means Plaintiff's February 21, 2024 and August 6, 2024 letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.24. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35 percent (35%) to the Aggrieved Employees and the 65 percent (65%) to the LWDA in settlement of the PAGA claims.

1.25. "Plaintiff" means Rigoberto Mejia Jimenez, the named Plaintiff in the Action.

1.26. "Released PAGA Claims" means the claims being released by Plaintiff and the Aggrieved Employees as described in Section 5 below.

1.27. "Released Parties" means Golden West Packaging Group LLC, Real Time Staffing Services, LLC dba Select Staffing, Capital Corrugated LLC, GWPG Intermediate LLC, GWPG Holdco LLC, Impact Mfg., LLC, Heritage Paper LLC, Norcal Sheets, LLC, and each of their past and present divisions, affiliates, affiliated entities, related entities, parents, subsidiaries, predecessors, successors, joint ventures, assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, managers, operators, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, representatives, consultants, attorneys, and any individual or entity that could be jointly liable with Defendants.

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

2. RECITALS

2.1. On April 26, 2024, Plaintiff filed a Representative Action Complaint in the Ventura County Superior Court, Case No. 2024CUOE024028, for civil penalties for the claims asserted in his PAGA Notice Letter against Golden West, Capital Corrugated LLC, GWPG Intermediate LLC, GWPG Holdco LLC, Impact Mfg., LLC, Heritage Paper LLC, Norcal Sheets, LLC, and Select Staffing Inc. ("Operative Complaint"). On October 10, 2024, Plaintiff filed an Amendment to the Operative Complaint to correct the entity name for Real Time Staffing. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the claims alleged.

2.2. On February 21, 2024 and August 6, 2024, 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 April 22, 2026, the Parties participated in an all-day mediation presided over by Allison C. Eckstrom, which lead to this Agreement.

2.4. Before mediation, the Parties exchanged informal discovery, including the production of handbooks, policies, time and pay records of Aggrieved Employees, and time and pay records for Plaintiff.

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

3. MONETARY TERMS

3.1. Gross Settlement Amount. Defendants promise to pay Four Hundred and Eighty-Five Thousand Dollars and Zero Cents ($485,000.00) and no more as the Gross Settlement Amount (except as may be increased in Sections 4.1.1 and/or 4.1.2), of which Five Thousand Dollars and Zero Cents ($5,000.00) shall be paid by Real Time Staffing and Four Hundred Eighty Thousand Dollars and Zero Cents ($480,000.00) shall be paid by Golden West. Defendants have no obligation to pay the Gross Settlement Amount before the deadline stated in Section 4.3. 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 Approval Order:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than thirty-five percent (35%) which is currently estimated to be $169,750.00, and PAGA Counsel Litigation Expenses Payment of not more than $40,000.00. Defendants will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will seek Court approval of PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment or a PAGA Counsel Litigation Expenses Payment less than the amount 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 of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation 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 Defendants harmless, and indemnifies Defendants from any dispute or controversy regarding any division or sharing of any of these payments. There will be no additional request for additional consideration from Defendants

for such work unless Defendants materially breach this Agreement, including any term regarding funding, and further efforts are necessary from PAGA Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement.

3.2.2. To the Administrator: An Administration Expenses Payment not to exceed six thousand dollars ($6,0000.00) 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 $6,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the Plaintiff: A service award to be paid to Plaintiff of up to Seven Thousand and Five Hundred Dollars and Zero Cents ($7,500.00). If this request for a service award is not approved and/or the amount is reduced by the Court, any amount not approved and/or reduced by the Court will revert to the Net Settlement.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $261,750.00 to be paid from the Gross Settlement Amount, with 65 percent (65%) ($170,137.50) allocated to the LWDA PAGA Payment and 35 percent (35%) ($91,612.50) 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' 35 percent (35%) share of PAGA Penalties ($91,612.50) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA 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 Individual PAGA Payments are one hundred percent (100%) penalties. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. PAGA Pay Periods. Based on a review of its records through the April 22, 2026 mediation, Golden West estimates the total number of PAGA Pay Periods worked by the internal, non-exempt employees of Golden West Packaging Group LLC at the following facilities: (1) City of Industry at Don Julian Road; (2) Oxnard at Rose Avenue; and (3) Sacramento at 24th Avenue during the PAGA Period is approximately 12,732. Based on a review of its records through the April 22, 2026 mediation, Real Time Staffing estimates the total number of PAGA Pay Periods worked by the non-exempt temporary employees employed by Real Time Staffing Services, LLC dba Select Staffing who worked on assignment at Golden West Packaging Group LLC's

facilities located at: (1) City of Industry at Don Julian Road; (2) Oxnard at Rose Avenue; and (3) Sacramento at 24th Avenue during the PAGA Period is approximately 1,340 pay periods.

4.1.1. If the actual number of PAGA Pay Periods worked by Aggrieved Employees directly employed by Golden West during this time period should exceed Golden West's PAGA Pay Period representation in the above subsection by more than ten percent (10%) (*i.e.,* 14,005 for Golden West), the portion of the Gross Settlement attributable to Golden West shall be increased proportionally by the PAGA Pay Periods in excess of 14,005 (*i.e*., if the PAGA Pay Periods increased by twelve percent (12%) for Golden West, the Gross Settlement Amount owed by Golden West would increase by two percent (2%)).

4.1.2. If the actual number of PAGA Pay Periods worked by Aggrieved Employees employed by Real Time Staffing during this time period should exceed Real Time Staffing's PAGA Pay Period representation in this subsection by more than ten percent (10%) (*i.e.*, 1,474 for Real Time Staffing), the portion of the Gross Settlement attributable to Real Time Staffing shall be increased proportionally by the PAGA Pay Periods in excess of 1,474 (*i.e*., if the PAGA Pay Periods increased by twelve percent (12%) for Real Time Staffing, the Gross Settlement Amount owed by Real Time Staffing would increase by two percent (2%)).

4.2. Aggrieved Employee Data. Within 30 days of approval of the Settlement, Defendants shall each provide directly to the Settlement Administrator their final Aggrieved Employee Lists, respectively, which shall include the following for each Aggrieved Employee in the PAGA Period: name, last known address, telephone number, social security number, and number of pay periods worked in the PAGA Period. The Parties agree to enter into and file a protective order prior to the production of the Aggrieved Employee Lists, and agree that any Aggrieved Employee Lists will be designated as Highly Confidential under the protective order and will not be produced to or shared with PAGA Counsel, and shall be used only by the Settlement Administrator, and only for purposes of administering the settlement. Additionally, as a condition precedent to the Aggrieved Employee Lists being provided by Defendants, the Settlement Administrator will be required to sign and provide the Acknowledgment of being bound by the protective order as entered by the court.

4.3. Funding of Gross Settlement Amount. Defendants shall each fund their respective portion of the Gross Settlement Amount by transmitting their respective portion of the Gross Settlement Amount to the Administrator via wire transfer no later than thirty (30) days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (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, the PAGA Counsel Litigation Expenses Payment, and the service fee to Plaintiff. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA 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 Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within seven (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. For any Aggrieved Employees whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Office Unclaimed Property Fund to be held as "unclaimed property" in the name of the Aggrieved Employee.

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

5. <u>RELEASE OF CLAIMS</u>. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. <u>Plaintiff's Release</u>: Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys (including PAGA Counsel), administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the PAGA Period, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's 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, or workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that

Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's 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.

The above release also expressly excludes Plaintiff's individual Labor Code violations.

5.2. Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice against Defendants: unpaid wages, including minimum wages, regular wages, overtime and double time wages, and sick pay; wage statement violations; untimely wages during employment and wages due upon termination; suitable seating claims; and including the Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 210, 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 404, 432, 432.3, 432.5, 432.7, 432.8, 510, 512, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 1527, 2802, 2810.3, 2810.5, 3366, 3457, and 8397.4; California Code of Regulations, Title 8, Section 3395; Business and Professions Code sections 16600, 16700, and 17200; Government Code section 12952; and applicable wage orders ("PAGA Released Claims"). The release shall apply to Plaintiff, the Aggrieved Employees, the LWDA, and the State of California during the PAGA Period. The Aggrieved Employees (other than Plaintiff) are only releasing the PAGA Released Claims and are not releasing any other claims.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2) including: (i) a draft Approval Order; (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 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)), and the 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 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. Plaintiff also must sign a form protective order prior to the filing of the Motion for Approval of Settlement.

6.2. Responsibilities of PAGA Counsel. PAGA Counsel shall present the Long Form of the PAGA Resolution to the Court for approval through a noticed motion or a stipulation submitted by the Parties requesting approval of the settlement in the PAGA Action, and Plaintiff shall be responsible for notifying the LWDA of the settlement and complying with all prerequisites to obtain approval of the settlement by the Court. Plaintiff will circulate the draft approval motion to counsel for Defendants five (5) court days prior to filing for review.

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 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 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 Class Action Administration Solutions ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix 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 Payment. 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. 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.

8.1. 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 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 Net Settlement Amount.

9. ADDITIONAL PROVISIONS.

9.1. No Admission of Liability 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 is it intended or should be 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).

9.2. 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.

9.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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.

9.4. 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 and 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 or the Court for resolution.

9.5. 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.

9.6. 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.

9.7. 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.

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

9.9. 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.

9.10. Cooperation in Drafting. The Parties have cooperated in drafting and preparing 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.

9.11. 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.

9.12. 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 the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the Administrator discharges its obligation to pay out 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.

9.13. 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.

9.14. 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.

9.15. 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 Golden West:

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To Defendant Real Time Staffing:

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Fax: (310) 315-8210

9.16. 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.

9.17. 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.

Dated: 10/06/2026, 2026

RIGOBERTO MEJIA JIMENEZ

Rigoberto Mejia Jimenez

Dated: _____, 2026

REAL TIME STAFFING SERVICES, LLC DBA SELECT STAFFING

By: Julie Maydew
Title: Western Division President

/ / /

/ / /

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To Defendant Real Time Staffing:

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1800 Century Park East, 8th Floor
Los Angeles, CA 90067
Telephone: (310) 315-8200
Fax: (310) 315-8210

9.16. 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.

9.17. 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.

Dated: _____, 2026

RIGOBERTO MEJIA JIMENEZ

_____

Dated: October 6, 2026 | 6:34 PM MDT

REAL TIME STAFFING SERVICES, LLC DBA SELECT STAFFING

DocuSigned by:
Julie Maydew
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By: Julie Maydew
Title: Western Division President

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Docusign Envelope ID: 2CD32C67-0BBF-8B0B-820A-2390B79A2228

Dated: October 7, 2026

GOLDEN WEST PACKAGING GROUP LLC

By: Lyn Kelly
Title: Chief Human Resources Officer

Approved as to form and content:

Dated: _____, 2026

BIBIYAN LAW GROUP, P.C

David Bibiyan
Vedang J. Patel
Jason Rothman
Megan R. Lazar
Attorneys for Plaintiff Rigoberto Mejia Jimenez

Dated: October 6, 2026

MCGUIREWOODS LLP

Sabrina A. Beldner
Attorneys for Defendant Real Time Staffing Services, LLC dba Select Staffing

Dated: _____, 2026

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Susan M. Steward
Priscilla Gamino
Attorneys for Defendant Golden West Packaging Group LLC

Dated: _____, 2026

GOLDEN WEST PACKAGING GROUP LLC

By: Lyn Kelly
Title: Chief Human Resources Officer

Approved as to form and content:

Dated: October 6, 2026

BIBIYAN LAW GROUP, P.C

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David Bibiyan
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Attorneys for Plaintiff Rigoberto Mejia Jimenez

Dated: _____, 2026

MCGUIREWOODS LLP

Sabrina A. Beldner
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Dated: October 12, 2026

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Susan M. Steward
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