PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Fernando Gonzalez and Defendants Express Services, Inc., DBA Express Employment Professionals and Columbia Fruit Processing, LLC (together, "Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. **DEFINITIONS.**

1.1 "Action" means Plaintiff's lawsuit captioned *Fernando Gonzalez v. Express Services, Inc., DBA Express Employment Professionals, et al.*, Ventura County Superior Court Case No. 2024CUOE032261, initiated on October 17, 2024, and pending in that Court, in which Plaintiff asserts (among other claims) a representative cause of action for civil penalties under the California Private Attorneys General Act, Labor Code section 2698, et seq. ("PAGA"). Plaintiff's putative class claims other than the PAGA cause of action were previously dismissed and are not released or otherwise affected by this Agreement except as expressly stated in Paragraph 5.

1.2 "Arbitration" means the related arbitration proceeding as AAA CASE NO. 01-25-0001-5965, encompassing Plaintiff's individual, non-PAGA claims that the Parties will advise the arbitrator and AAA is no longer necessary in light of this Settlement.

1.3 "Administrator" means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.4 "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.

1.5 "Aggrieved Employee" means a person employed by Defendants in California as an hourly, non-exempt employee who worked for Defendants during the PAGA Period.

1.6 "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.

1.7 "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.

1.8 “Approval Order” means the Court’s order granting approval of the Settlement.

1.9 “Court” means the Superior Court of California, County of Ventura.

1.10 “Defense Counsel” means Morgan Forsey, Esq. of ArentFox Schiff LLP, counsel for Express Services, Inc., and William E. Gaar, Esq. of Buckley Law P.C., counsel for Columbia Fruit Processing, LLC.

1.11 “Effective Date” means the date on which the Judgment becomes final.

1.12 “Gross Settlement Amount” means $95,000.00, which is the total amount Defendants shall pay under the Settlement, in full and final resolution of the PAGA cause of action in the Action. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.13 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties, calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.14 “Judgment” means the judgment entered by the Court based upon the Approval Order, and, if applicable, any corresponding award or dismissal entered in the Arbitration as to Plaintiff’s individual claims.

1.15 “LWDA” means the California Labor and Workforce Development Agency.

1.16 “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (m).

1.17 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.18 “PAGA Counsel” means King & Siegel LLP and the Law Office of Xavier Villegas, APC, the attorneys representing Plaintiff in the Action.

1.19 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts, if any, 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 for at least one day during the PAGA Period.

1.21 "PAGA Period" means the period from October 17, 2023 to June 30, 2026.

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

1.23 "PAGA Notice" means Plaintiff's October 17, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a), attached as Exhibit A to the Operative Complaint.

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

1.25 "Plaintiff" means Fernando Gonzalez, the named plaintiff in the Action.

1.26 "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

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

1.28 "Settlement" means the disposition of the PAGA cause of action in the Action effected by this Agreement and the Judgment.

1.29 "Defendants" means named Defendants Express Services, Inc., dba Express Employment Professionals, and Columbia Fruit Processing, LLC.

2. **RECITALS.**

2.1 On October 17, 2024, Plaintiff commenced the Action by filing a Class Action Complaint against Defendants for failure to pay minimum wages, failure to pay overtime, failure to provide meal and rest periods or premium pay in lieu thereof, failure to provide accurate wage statements, failure to timely pay wages, failure to reimburse business expenses, violation of sick leave laws, PAGA civil penalties, and violation of Business & Professions Code section 17200, et seq. (the "Operative Complaint"). The putative Class Action claims were dismissed and the action sent to arbitration by Court Order on March 13, 2025. 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 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 on October 17, 2024.

2.3 On June 30, 2026, the Parties, through PAGA Counsel and Defense Counsel, reached the Settlement described in this Agreement following direct settlement discussions.

2.4 Before negotiating the Settlement, Plaintiff obtained, through formal and informal discovery numerous policy documents, Plaintiffs' time and payroll records, and a statistically significant sampling of time and payroll data, as well as aggregate information, relating to the entire Aggrieved Employee group.

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

3. **MONETARY TERMS.**

3.1 Gross Settlement Amount. Defendants promise to pay $95,000.00, in full and final settlement of the PAGA cause of action in the Action and, together with the resolution of the Arbitration, in full and final settlement of the Action and the Arbitration. Defendants have no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 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 ("GSA"), 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 one-third of the GSA currently estimated to be $31,666.67, and a PAGA Counsel Litigation Expenses Payment of not more than $10,000. Defendants will not oppose requests for Court approval of any such payments provided they do not exceed the amounts stated. In support of any PAGA Counsel Litigation Expenses Payment, PAGA Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a lesser amount than 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 such payment. PAGA Counsel assumes full responsibility and liability for taxes owed on any such payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2 To the Administrator: An Administration Expenses Payment not to exceed $7,500 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than, or the Court approves payment less than, that amount, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To Plaintiff. In recognition of his efforts and work in prosecuting the Action on behalf of the PAGA Settlement Members and in negotiating the Settlement, Defendants agree not to oppose or impede any application or motion for a PAGA Representative Enhancement Payment of $10,000, subject to the Court's approval. The PAGA Representative Enhancement Payment, which will be paid from the Gross Settlement Amount, is in addition to the payment to which Plaintiff is entitled as a PAGA Settlement Member. The Settlement Administrator will issue an IRS Form 1099 for the Enhancement Payment to the named Plaintiff, and the named Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amount received. Should the Court reduce the named Plaintiff's Enhancement Payment, any such reduction shall revert to the Net Settlement distributed to PAGA Settlement Members. In the event that the Court reduces or does not approve the requested Plaintiff's Counsel Fee Award and costs, Plaintiff and Plaintiff's Counsel shall not have the right to revoke this settlement, and it will remain binding, and Plaintiff shall not appeal any judgment or order on that basis.

3.2.4 To the LWDA and Aggrieved Employees: the remaining Net Settlement Amount, i.e., the remainder after payment of PAGA Counsel Fees Payment, Litigation Expenses Payment, Incentive Award, and Administration Expenses Payment, to be paid from the Gross Settlement Amount, with 65% allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the Aggrieved Employees' 35% share of PAGA Penalties 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 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 to date, Defendants estimate there are 85 Aggrieved Employees who worked a total of 1,495 PAGA Pay Periods in the PAGA Period.

4.2 Aggrieved Employee Data. Within 15 days of execution of this Agreement, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a

Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use it only for purposes of this Settlement and for no other purpose, and restrict access to Administrator employees who need access to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated data as soon as reasonably feasible.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 5 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 any PAGA Counsel Litigation Expenses Payment, and Incentive Award. Disbursement of any 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 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 7 days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested before the void date.

4.4.3 For any Aggrieved Employee 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 Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4 The payment of Individual PAGA Payments shall not oblige 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 funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff or his heirs, successors, and/or assigns generally release and discharge Released Parties from any and all claims, liabilities, causes of action, charges, complaints, obligations, costs, losses, damages, injuries, attorneys' fees, and other legal responsibilities, of any form whatsoever, whether known or unknown, unforeseen, unanticipated, unsuspected, or latent, which Plaintiff or his heirs, administrators, executors, successors in interest, and/or assigns have incurred or expect to incur, or now own or hold, or have at any time heretofore owned or held, or may at any time own, hold, or claim to hold by reason of any matter or thing arising from any cause whatsoever prior to the date of Plaintiff's execution of this Agreement, including, but not limited to, all such claims that were, or reasonably could have been, alleged based on the facts contained in the PAGA Notice ("Plaintiff's Release"). Plaintiff expressly releases his individual predicate claims underlying the PAGA Claims by this Agreement, as well as any other individual claims asserted in his Arbitration Demand. 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."

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 that are alleged to have occurred during the PAGA Period and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

The Plaintiff will prepare and file a 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 (l), 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; (iv) a redlined version of the Agreement showing all modifications made to the model agreement; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2 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, 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, 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 CPT Group, Inc. to serve as the Administrator and have verified that, as a condition of appointment, it agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the 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, to the extent one exists, arising out of prior experience 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 to 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 U.S. Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator as set forth 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, the 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, 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 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. 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 the Parties’ willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation or arbitration, 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 this Agreement and submitting supplemental evidence and 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 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 any 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 C.F.R. 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 laws of the State of California, without regard to conflict of law principles. In action, proceeding, or motion to enforce this Agreement, the prevailing party shall be entitled to their reasonable attorneys' fees and costs.

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 the 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 data provided to PAGA Counsel by Defendants in connection with 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 makes 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 references 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 to counsel of record for the respective Party.

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 will be deemed to be one and the same instrument if counsel for the Parties 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 of the PAGA cause of action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon the signing of this Agreement, the time to bring the PAGA cause of action to trial under Code of Civil Procedure section 583.310 is extended pursuant to Code of Civil Procedure section 583.330 for the entire period of this settlement process.

For Plaintiff

____

Fernando Gonzalez

Dated: ____________________

For Defendants

Signed by:
Sarah Keates
1239141F94F8473...

[Authorized Representative — Express Services, Inc.]

Dated: 7/28/2026

____

[Authorized Representative — Columbia Fruit Processing, LLC]

Dated: ____________________

this Agreement. The Parties further agree that, upon the signing of this Agreement, the time to bring the PAGA cause of action to trial under Code of Civil Procedure section 583.310 is extended pursuant to Code of Civil Procedure section 583.330 for the entire period of this settlement process.

For Plaintiff

Fernando Gonzalez (Jul 22, 2026 18:03:25 PDT)

Fernando Gonzalez

22/07/26

Dated: ______________________

For Defendants

____

[Authorized Representative — Express Services, Inc.]

Dated: ______________________

DocuSigned by:

A0FA3B37EF774BF...

President

____

[Authorized Representative — Columbia Fruit Processing, LLC]

8/5/2026

Dated: ______________________

EXHIBIT A

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Fernando Gonzalez v. Express Services, Inc., DBA Express Employment Professionals, et al.
Ventura County Superior Court, Case No. 2024CUOE032261

*You are **not** being sued. This is **not** an advertisement. This notice affects your rights.*

YOU ARE RECEIVING A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

NOTICE OF PAGA SETTLEMENT

On __________, the Honorable _______ of the Superior Court of California for the County of Ventura granted approval of the Settlement and ordered that all Aggrieved Employees (also known as PAGA Settlement Members) be notified of the Settlement and mailed their share of the PAGA Settlement Members Payment.

The Aggrieved Employees (otherwise referred to herein as PAGA Settlement Members) are all non-exempt employees of Defendants who worked at least one 3.5-hour shift in California from October 17, 2023 through June 30, 2026.

You are receiving this Notice because you are a PAGA Settlement Member who is to be paid under the Settlement.

In this lawsuit, Plaintiff claims that Express Services, Inc., dba Express Employment Professionals, and Columbia Fruit Processing, LLC (collectively, the "Defendants") failed to comply with the requirements of the California Labor Code relating to payment of all minimum and overtime wages due, provision of meal and rest periods, timely payment of wages during employment and upon termination, provision of reimbursement of necessary business expenses, provision of accurate wage statements, and compliance with paid sick leave laws. Plaintiff sought civil penalties on behalf of the California Labor and Workforce Development Agency ("LWDA") and other Aggrieved Employees under the Private Attorneys General Act ("PAGA") arising out of these alleged violations.

The Court has not made a determination about Plaintiff's allegations. This Notice is not an expression of any opinion by the Court as to the merits of the claim.

Defendants maintain that they were in compliance with the California Labor Code at all times and enter into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

CALCULATION OF INDIVIDUAL PAGA PAYMENTS

By law, under the Private Attorney Generals Act, the amount recovered in settlement, after paying for attorneys' fees and costs, a PAGA Representative Enhancement Payment, and costs of administration of settlement ("Net Settlement Amount"), is to be split between the State of California and the PAGA Settlement Members. The State receives 65% of the Net Settlement Amount and the PAGA Settlement Members receive 35% of the Net Settlement Amount (to be allocated on a pro rata basis).

Each PAGA Settlement Member will receive a pro rata share of the PAGA Settlement Members Payment based on their Eligible Pay Periods relative to the total Eligible Pay Periods of all PAGA Settlement Members ("Individual PAGA Settlement Member Payment").

You worked **<<IndividualPayPeriods>>** pay periods during the PAGA Period. The total number of pay periods worked by all Aggrieved Employees during the PAGA Period is [total PAGA Pay Periods — confirm]. Therefore, your Individual PAGA Settlement Member Payment is **<<CheckAmount>>.**

RELEASE

The Court has approved the Parties' Settlement Agreement ("Settlement"). By operation of the Settlement's terms, all Aggrieved Employees will release the Released Parties from any and all claims under the PAGA which arose during the PAGA Period and (i) were asserted in the LWDA Letter or (ii) reasonably could have been asserted in the Action based upon the facts alleged in the LWDA Letter ("PAGA Released Claims"), specifically claims for civil penalties under PAGA arising out of predicate violations of Labor Code §§ 201, 202, 203, 204, 226, 226.7, 233, 245, 510, 512, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 and the applicable Wage Orders. The PAGA Released Claims are expressly limited to claims for PAGA penalties and not any underlying predicate claims or causes of action.

"Released Parties" shall mean Defendant Express Services, Inc., dba Express Employment Professionals, and Columbia Fruit Processing, LLC, and each of their former and present officers, directors, employees, shareholders, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, and agents.

Upon entry of the Order approving the Settlement and full payment of the Settlement by Defendants, any Aggrieved Employee covered by this Agreement will be deemed to have released all Released Claims and will be barred from proceeding with any claim released by this Settlement.

ADDITIONAL INFORMATION

This Notice is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the PAGA Settlement Agreement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of Ventura, during regular business hours of each court day.

All questions by PAGA Settlement Members regarding this Notice of Representative

Action Settlement and/or the Settlement should be directed to the Settlement Administrator. You may call the Settlement Administrator, ______. toll free at ______ with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such an event, the Settlement Administrator shall direct all unclaimed funds to the State of California's Unclaimed Property Fund in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, THE PARTIES OR THE PARTIES' ATTORNEYS WITH QUESTIONS.

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

Fernando Gonzalez, individually and on behalf of other aggrieved employees, Plaintiff, v. **Express Services, Inc.**, dba Express Employment Professionals, a Colorado corporation; **Columbia [Fruit/Food — confirm] Processing, LLC**, a Washington corporation; and **Does 1-10**, inclusive; Defendants.	**Lead Case No.: 2024CLOE030430** **Case No. 2024CUOE032261** [Assigned to the Honorable Charmain H. Buehner; Dept. 44] **PAGA ACTION** **[PROPOSED] ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR APPROVAL OF SETTLEMENT PURSUANT TO THE CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA") AND ENTERING JUDGMENT** Date: ________________ Time: _____________

[PROPOSED] ORDER AND JUDGMENT

The Court, having read and considered Plaintiff's Unopposed Motion for Approval of Settlement Pursuant to PAGA ("Motion") and Stipulation of Settlement of PAGA Representative Action ("Settlement" or "Settlement Agreement" or "Stipulation"), having heard and considered the arguments of counsel, and GOOD CAUSE appearing, hereby ORDERS as follows:

1. The Motion is GRANTED.[1]

2. The Court grants approval of the Parties' Settlement Agreement.[2]

3. The Court hereby enters Judgment in accordance with the terms of the Settlement Agreement and this Order and Judgment. Upon entry of this Order and Judgment, the Parties shall effectuate and carry out the terms of the Settlement Agreement.

4. The Named Plaintiff, the State of California through the Labor Workforce Development Agency ("LWDA") and PAGA Settlement Members are bound by this Judgment.

5. The Court finds that the Settlement constitutes a fair, adequate, and reasonable compromise of the State of California's and PAGA Settlement Members' claims for civil penalties under PAGA. The Settlement will avoid additional and potentially substantial litigation costs, as well as the delay and risks inherent in continued litigation and, after considering the monetary recovery for claimed civil penalties provided as part of the Settlement in light of the challenges posed by continued litigation, the Court concludes that PAGA Counsel secured significant relief for State and PAGA Settlement Members by the Settlement. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and their attorneys were able

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[1] The Court finds that it has personal jurisdiction over the Parties to this litigation and subject matter jurisdiction to approve the Settlement Agreement.

[2] A copy of the Settlement Agreement is attached to the Declaration of Elliot J. Siegel in Support of Plaintiff's Motion as **Exhibit 1** and is made a part of this Order. All capitalized terms used in this order have the same meaning, force and effect as set forth in the Settlement Agreement.

to reasonably evaluate their respective positions in reaching the Settlement.

6. The Court further finds that the Settlement is, in all respects, fair, adequate, and reasonable, consistent and compliant with all applicable requirements of the California Code of Civil Procedure, the California and United States Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable law, and in the best interests of each of the State and the PAGA Settlement Members.

7. The Court finds that Plaintiff's Counsel timely provided adequate notice of the Settlement to the California Labor and Workforce Development Agency ("LWDA") in accordance with California Labor Code § 2699(l)(2) and the LWDA did not take action in response to that submission as of the date of this Order.

8. The Court finds and determines that the LWDA Payment is fair, reasonable, and appropriate under PAGA's requirements. The Court hereby approves and orders the LWDA Payment be made to the LWDA in accordance with the Settlement Agreement.

9. The Court finds and determines that the Individual PAGA Settlement Member Payments to be paid to the PAGA Settlement Members as provided for by the Settlement as their share of civil penalties in this case are fair and reasonable and consistent with PAGA's requirements for allocation of penalties. The Court hereby approves and orders the payment of those amounts to be made to the PAGA Settlement Members in accordance with the Settlement Agreement, including as to providing Notice as set forth in the Settlement.

10. The Court finds and determines that the capped fees and expenses in administrating the Settlement by _______ in the amount of $________ are fair and reasonable. The Court hereby approves and orders that the payment of that amount to the Settlement Administrator from the Gross Settlement Amount in accordance with the Settlement Agreement.

11. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments submitted by Plaintiffs' Counsel, the Court approves Plaintiffs' Counsel's request for attorneys' fees in the amount of one-third of the Gross Settlement Amount as fair,

reasonable and appropriate.[3] The Court hereby orders the Settlement Administrator to make this payment to Plaintiffs' Counsel from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

12. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments submitted by Plaintiffs' Counsel, the Court approves Plaintiffs' Counsel's request for reimbursement of actual and incurred litigation costs in the amount of $________. The Court finds this amount to be fair and reasonable. The Court hereby orders the Settlement Administrator to make this payment to Plaintiffs' Counsel from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

13. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments submitted by Plaintiffs' Counsel, the Court approves a service payment of $10,000 to the Named Plaintiff and PAGA Representative. The Court finds this amount to be fair and reasonable. The Cour finds this amount to be fair and reasonable. The Court hereby orders the Settlement Administrator to make these payments to Plaintiff from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

14. Upon completion of administration of the Settlement as set forth below, the PAGA Settlement Members and the State release Defendants Express Services, Inc. and Columbia Fruit Processing, LLC and its former and present officers, directors, employees, shareholders, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, and agents from claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notice during the period from October 17, 2023 through June 30, 2026.

15. The Settlement Agreement is not an admission by Defendants, nor is this Order and Judgment a finding of validity as to any allegations by Plaintiff or of any Labor Code violations or other wrongdoing by Defendants or any other Releasees. Neither this Order and Judgement, the Settlement Agreement, or any other documents referred to

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[3] The Court further finds that the hours worked and hourly rates charged by Plaintiff's Counsel in the lodestar cross-check to be fair and reasonable in light of their background, experience, and quality of representation.

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herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any violations, fault, wrongdoing, omission, or liability whatsoever by or against Defendants or other Releasees.

16. Without affecting the finality of this Order or the Entry of Judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this Order and the Settlement.

17. Nothing in this order shall preclude any action to enforce the Parties' obligations under the Settlement or under this Order, including the requirement that Defendant fund the Gross Settlement Amount in accordance with the Settlement Agreement. The Parties will bear their own costs and attorneys' fees except as otherwise provided by this Court's Order and as provided for in the Settlement Agreement.

18. Plaintiff's Counsel is ordered to provide the LWDA with an electronic copy of this order within ten (10) calendar days after the Court's entry of this Order.

19. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties that shall be filed with the Court five (5) court days before the non-appearance compliance hearing set for ________________, 2027 at _______ [a.m./p.m.]. in Dept. 44.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: __________________

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The Honorable Charmain H. Buehner

King & Siegel LLP