**PRIVATE ATTORNEYS GENERAL ACT AMENDED SETTLEMENT AGREEMENT AND RELEASE**

This Private Attorneys General Act Amended Settlement Agreement and Release ("Amended Settlement Agreement" or "Amended Settlement") is entered into by and between Sandra Rodriguez ("Plaintiff"), for herself and as a representative of the State of California with respect to the Aggrieved Employees (as defined in Section 4(a)(5) below), and Quality Employment & Multi Services Inc. ("Quality Employment"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiff, Quality Employment, or both, as may be appropriate.

1. **Recitals**. This Amended Settlement Agreement is made with reference to the following facts:

(a) Plaintiff Sandra Rodriguez is a former employee of Quality Employment. Quality Employment places temporary employees with different Quality Employment customers, including Complete Clothing Company ("Complete Clothing"). Plaintiff was assigned to perform temporary assignments at Complete Clothing, through Quality Employment, during various periods between 2019 and April 2024.

(b) On November 14, 2024, Plaintiff filed a Class Action Complaint commencing a representative action against Quality Employment and Vensure, HR, Inc. ("Vensure") entitled*, Sandra Rodriguez v. Quality Employment & Multi Services Inc.*, *et al.,* Los Angeles County Superior Court Case No. 24STCV29932 (the "Action"). The Complaint asserted causes of action for: (1) Unpaid wages; (2) Waiting time penalties for nonpayment of wages; and (3) Failure to provide accurate wage statements.

(c) On November 25, 2024, Plaintiff's Counsel submitted a letter on behalf of the Plaintiff to the California Labor and Workforce Development Agency ("LWDA"), Quality Employment, and Vensure, Case Number LWDA-CM-1063640-24, to notify the LWDA, Quality Employment, and Vensure, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"). This Notice (the "PAGA Notice") alleges the same claims as set forth in the Action.

(d) On December 4, 2024, Plaintiff filed a First Amended Complaint to add Complete Clothing as a named defendant.

(e) On March 5, 2025, Plaintiff's Counsel submitted a letter on behalf of the Plaintiff to the LWDA and Complete Clothing, Case Number LWDA-CM-1084241-25, alleging the same claims as set forth in the Class Action Complaint (the November 2024 PAGA Notice and March 2025 PAGA Notice are collectively referred to as the "PAGA Letters").

(f) On May 12, 2025, Plaintiff filed a Second Amended Complaint (the "Operative Complaint") to add causes of action for civil penalties under PAGA.

(g) On June 6, 2025, Vensure was dismissed from the Action.

(h) On July 8, 2025, Plaintiff, Quality Employment, and Complete Clothing (Quality Employment and Complete Clothing are collectively referred to as "Defendants") submitted a stipulation to the Los Angeles County Superior Court to submit the matter to binding



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arbitration, dismiss the class claims, and stay the action pending resolution of the arbitration. On July 10, 2025, the Court signed the Parties' Stipulation and dismissed Plaintiff's class claims.

(i) On November 13, 2025, the Parties mediated the Action with Steven Kaplan, Esq. and, with the aid of the mediator, the Parties ultimately reached an agreement to resolve the PAGA claims ("PAGA Resolution") and resolve the Action in its entirety.

(j) There has been no determination on the merits of the Action or the PAGA Letters but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Section 9(a) below).

(k) The Parties, Plaintiff's Counsel, and Quality Employment's Counsel represent that they are not aware of any other pending matter or action asserting claims that will be distinguished or affected by the Amended Settlement.

2. **No Admission of Wrongdoing**. The Parties agree that neither this Amended Settlement Agreement nor the furnishing of the consideration for this Amended Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Amended PAGA Letter**. The Parties agree that in furtherance of the PAGA Resolution, Plaintiff shall submit an amended PAGA letter to the LWDA, Case No. LWDA-CM-1063640-24, to add Complete Clothing and clarify that Plaintiff also seeks civil penalties under PAGA against Quality Employment and Complete Clothing for alleged violations of the California Labor Code, as well as assert and/or clarify that the PAGA notice includes claims for missed meal and rest periods, failure to indemnify employees for expenses occurred in direct consequence of the discharge of their duties, and the failure to pay wages on a timely basis on termination of employment, under the applicable Labor Code and Wage Order provisions. The amended PAGA letter shall include all claims listed in the PAGA release detailed in Section 9.

4. **Consideration**.

(a) In consideration for Plaintiff signing this Amended Settlement Agreement and complying with its terms, Quality Employment shall pay the maximum gross sum of One Hundred and Five Thousand Dollars ($105,000) (the "Total Settlement Amount") to resolve the Action and Released Claims (as defined herein). The amounts stated in Sections 4(a)(1) – 4(a)(4) below, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

The Total Settlement Amount will be paid as follows:

(1) Attorneys' fees in the amount of forty percent (40%) of the Total Settlement Amount, which is Forty-Two Thousand Dollars ($42,000.00) if the Total Settlement Amount remains $105,000.00 ("Attorneys' Fees") to Plaintiff's Counsel, which shall be approved by the Court and which Quality Employment will not contest. If the Court approves Attorneys' Fees less than the amount requested, any amount not approved and/or reduced by the Court will revert to the Net Settlement Amount.



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(2) Reimbursement costs of litigation up to the amount of Nine Thousand Dollars ($9,000.00) ("Litigation Reimbursement Costs") to Plaintiff's Counsel. To the extent the Litigation Reimbursement Costs are less or the Court approves payment less than $9,000, any lesser amount requested and/or reduced by the Court will revert to the Net Settlement Amount.

(3) Costs and expenses of administration of the Amended Settlement up to the amount of Seven Thousand and Five Hundred Dollars ($7,500.00) ("Settlement Administration Costs") to ILYM Group, Inc. (the "PAGA Settlement Administrator"). To the extent the Settlement Administration Costs are less or the Court approves payment less than $7,500, any lesser amount requested and/or reduced by the Court will revert to the Net Settlement Amount.

(4) Service fee of up to the amount of Ten Thousand Dollars ($10,000.00) to be paid to Plaintiff ("Plaintiff's Service Fee"). To the extent the Service Fee is less or the Court approves payment less than $10,000, any amount not approved and/or reduced by the Court will revert to the Net Settlement Amount.

(5) Sixty-five percent (65%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining thirty-five percent (35%) will be distributed to all current and former hourly-paid or non-exempt employees employed by Defendant Quality Employment & Multi Services Inc. who were assigned to work at Complete Clothing in the State of California during the PAGA Period (the "Aggrieved Employees"). The period from November 25, 2023 to December 7, 2025 is the "PAGA Period". The 35% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

(b) Based on the 2024 PAGA Reform provisions (Labor Code § 2699(o)), the Aggrieved Employees are estimated to consist of approximately 117 individuals who worked approximately 3,596 Compensable Pay Periods (as defined in Section 8(b)). If the actual number of Compensable Pay Periods during the PAGA Period is more than twenty percent (20%) above 3,596, the Total Settlement Amount will be proportionally increased.

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Amended Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 4(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

5. **Court Approval is Required**. Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 4(a) above, except for Plaintiff's execution of this Amended Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Amended Settlement. If this Amended Settlement Agreement is not approved by the Court, it shall be null and void.



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6. **Disbursal of Settlement Funds**.

(a) The "Effective Date" of the PAGA Resolution shall be the Court's order approving the settlement and judgment thereon ("Judgment") becomes final. For purposes of the Amended 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 challenged to, the Court's Judgment (i.e., 60 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 appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.

(b) Subject to Section 5 above, Quality Employment shall remit to the PAGA Settlement Administrator the sums described more fully in Section 4(a) within thirty (30) days of the Effective Date.

(c) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Amended Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

7. **Approval and Implementation of the PAGA Settlement**.

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Amended Settlement Agreement, and the payments described in Section 4(a) above.

(c) The Parties shall seek to obtain Court approval of this Amended Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Amended Settlement Agreement to Atkinson, Andelson, Loya, Ruud & Romo ("Quality Employment's Counsel) for review; Quality Employment's Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court's approval of the Amended Settlement Agreement is a condition precedent to any payments described in this Amended Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Amended Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Amended Settlement, the entirety of this Amended Settlement Agreement shall be null and void.



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8. **Payment of Total Settlement Amount / Notice to Recipients**.

(a) Subject to Court approval of this Amended Settlement Agreement, payment of the sums described in Section 4(a) above shall be made by Quality Employment by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Amended Settlement, within thirty (30) calendar days of the Effective Date. If the date by which payment by Quality Employment is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 35% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods pursuant to the 2024 PAGA Reform provisions (Labor Code § 2699(o)) they each worked between November 25, 2023, to December 7, 2025 ("Compensable Pay Periods"), based on Quality Employment's payroll records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "<u>Exhibit A</u>", in the following manner:

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

(2) No later than thirty (30) calendar days after the Effective Date, Quality Employment shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) Compensable Pay Periods.

(3) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List, and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search.

(4) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement



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Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search, and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(5) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for one hundred and eighty (180) days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) The PAGA Settlement Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee before the void date.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees to Plaintiff's Counsel, unless instructed otherwise by Plaintiff's Counsel. At the request of Plaintiff's Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiff's Counsel.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

9. **Release of Claims by Plaintiff, Aggrieved Employees, and the State of California**.

(a) Upon the date the Court has entered an order approving the Amended Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Amended Settlement Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendants Quality Employment & Multi Services Inc. and Complete Clothing Company, including 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 (collectively, the "Released Parties"), to the full extent permitted by law, from all PAGA claims and civil penalties, as alleged in the Operative Complaint and/or Plaintiff's PAGA Letters (including the forthcoming amended PAGA letter per Section 3 or that could have been asserted in the Operative Complaint or the PAGA Letters



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(including the forthcoming amended PAGA letter per Section 3) based on the facts alleged, arising from or related to the following claims 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; missed meal and rest periods; failure to indemnify employees for expenses incurred in direct consequence of the discharge of their duties; and including the Labor Code Sections 201-204, 206, 226, 226.3, 226.7, 510, 512, 1194, 1197, 1197.1, and 2802; 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 are only releasing their claims under Labor Code 2698, et. seq. and are not releasing any other claims.

Upon entry of judgment in this case, the Aggrieved Employees will be bound by the judgment and therefore will be precluded from bringing any PAGA claim that was alleged in the Civil Action or in the original or amended PAGA Letters, or that reasonably could have been alleged in the Civil Action and/or in the PAGA Letters. The Parties intend and agree that the Final Approval Order and the Judgment entered as a result of this Amended Settlement shall have res judicata and preclusive effect to the fullest extent allowed by law.

10. **Governing Law and Interpretation**.

(a) This Amended Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Amended Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Amended Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Amended Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Amended Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Amended Settlement Agreement or to seek damages for breach of this Amended Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

11. **Amendment**. This Amended Settlement Agreement may not be modified, altered, or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Amended Settlement Agreement, subject to approval by the Court.

12. **Miscellaneous**.

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Amended Settlement, pending approval of the Amended Settlement.

(b) Plaintiff and Plaintiff's Counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about this case and/or the fact, amount or terms of this Amended Settlement. Plaintiff and Plaintiff's Counsel agree that they will not engage in any advertising or



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distribute any marketing materials relating to this Amended Settlement, including but not limited to any postings on any websites maintained by Plaintiff's Counsel.

(c) Neither Plaintiff, Plaintiff's Counsel, Quality Employment nor Quality Employment's Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Amended Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

(d) This Amended Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Amended Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(e) The section headings used in this Amended Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions hereof.

(f) This Amended Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Steven Kaplan, Esq. In the event of vagueness, ambiguity, or uncertainty, this Amended Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(g) Any dispute arising from this Amended Settlement Agreement and any papers seeking approval thereof from the Court shall be submitted by the Parties to Steven Kaplan, Esq. for his advice and consultation to resolve the dispute, and the Parties shall heed such advice and consultation in good faith.

(h) If Plaintiff or Quality Employment fail to enforce this Amended Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Amended Settlement Agreement. The Amended Settlement Agreement remains in full force and effect anyway.

(i) 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.

(j) 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.

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**HAVING ELECTED TO EXECUTE THIS AMENDED SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND QUALITY EMPLOYMENT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS AMENDED SETTLEMENT AGREEMENT.**

**IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Amended Settlement Agreement as of the date set forth below:**

Date: 08 / 10 / 2026, 2026

Sandra Rodriguez

Date: Aug 12, 2026, 2026

Dennissee Gutierrez (Aug 12, 2026 11:46:48 CDT)

Quality Employment & Multi Services Inc.

**Approved as to form and content.**

HAULK & HERRERA LLP

Date: August 11, 2026, 2026

Matt Haulk

Jose M. Herrera
Matthew A. Haulk
Attorneys for Plaintiff Sandra Rodriguez

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Date: August 11, 2026, 2026

Susan M. Steward
Priscilla Gamino
Attorneys for Quality Employment & Multi Services Inc.



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## Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Sandra Rodriguez v. Quality Employment & Multi Services Inc., et al* , Los Angeles County Superior Court Case No. 24STCV29932

***The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Sandra Rodriguez v. Quality Employment & Multi Services Inc., et al*., Los Angeles County Superior Court Case No. 24STCV29932 ("Action").

A lawsuit was filed on November 14, 2024, by Sandra Rodriguez ("Plaintiff"), a former employee of Quality Employment & Multi Services Inc. ("Quality Employment"). On November 25, 2024, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to the California Private Attorney General Act ("PAGA"), to provide notice of her intent to seek civil penalties under PAGA (the "PAGA Notice"). Plaintiff later amended her complaint and PAGA Notice to add Complete Clothing Company (Quality Employment and Complete Clothing Company are collectively referred to as the "Defendants") for alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including: failure to properly pay minimum and overtime wages, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to timely pay wages.

Plaintiff's complaint and PAGA Notice seeks penalties under PAGA for all current and former hourly-paid or non-exempt employees employed by Quality Employment & Multi Services Inc. who were assigned to work at Complete Clothing Company in the State of California during the PAGA Period (the "Aggrieved Employees"). The period from November 25, 2023 to December 7, 2025 is the "PAGA Period."

Defendants strongly deny all of Plaintiff's allegations and deny any wrongdoing of any kind associated with Plaintiff's allegations. The Court has also made no determination on the merits of Plaintiff's allegations. However, the Parties desire to resolve the Action. By agreeing to settle, Defendants do not admit any violations or concede the merits of any claims.

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all Aggrieved Employees.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods in which you performed work at Complete Clothing in California through Quality Employment during the PAGA Period pursuant to the 2024 PAGA Reform provisions (Labor Code § 2699(o)).

The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendants, as referenced herein and as released in the settlement, will include Quality Employment & Multi Services Inc., Complete Clothing Company, 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).

"Released Claims" means all PAGA claims and civil penalties, as alleged in the Operative Complaint and/or Plaintiff's PAGA Letters or that could have been asserted in the Operative Complaint or the PAGA Letters based on the facts alleged, arising from or related to the following claims 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; missed meal and rest periods; failure to indemnify employees for expenses incurred in direct consequence of the discharge of their duties; and including the Labor Code Sections 201-204, 206, 226, 226.3, 226.7, 510, 512, 1194, 1197, 1197.1, and 2802; and applicable wage orders ("PAGA Released Claims"). The release shall apply to Plaintiff, the Aggrieved Employees, the LWDA, and the State of



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California during the PAGA Period. The Aggrieved Employees are only releasing their claims under Labor Code 2698, et. seq. and are not releasing any other claims.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

If you lose or misplace your settlement check before cashing it, [PAGA Settlement Administrator] will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

**Do <u>not</u> call or write the Court or Office of the Clerk of the Court to ask questions about the settlement or to ask tax-related questions.** If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].

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| **Document ID** | 160775c9b72dfea3f78bd383bf5b57298d889fad |
| **Audit trail date format** | MM / DD / YYYY |
| **Status** | ● Signed |

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## Document History

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| SENT | **08 / 10 / 2026** 18:51:41 UTC | Sent for signature to Sandra Rodriguez (sandradelc74@gmail.com) by services@clio.com acting on behalf of msainz@hhemploymentlaw.com IP: 108.93.177.243 |
| VIEWED | **08 / 11 / 2026** 04:49:43 UTC | Viewed by Sandra Rodriguez (sandradelc74@gmail.com) IP: 70.238.167.104 |
| SIGNED | **08 / 11 / 2026** 04:52:11 UTC | Signed by Sandra Rodriguez (sandradelc74@gmail.com) IP: 70.238.167.104 |
| COMPLETED | **08 / 11 / 2026** 04:52:11 UTC | The document has been completed. |

# Rodriguez - Amended PAGA Settlement Agreement (signed by Plaintiff)(57902499.1)

Final Audit Report 2026-08-12

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|---|---|
| Created: | 2026-08-12 |
| By: | Christina Castron (Christina.Castron@aalrr.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAACwHFCsG2GNZA4Sr50Rby4tMI9GjnIbJg |

## "Rodriguez - Amended PAGA Settlement Agreement (signed by Plaintiff)(57902499.1)" History

Document created by Christina Castron (Christina.Castron@aalrr.com)
2026-08-12 - 4:27:03 PM GMT

Document emailed to denisse@qualityemploymentjobs.com for signature
2026-08-12 - 4:27:31 PM GMT

Email viewed by denisse@qualityemploymentjobs.com
2026-08-12 - 4:45:58 PM GMT

Signer denisse@qualityemploymentjobs.com entered name at signing as Dennissee Gutierrez
2026-08-12 - 4:46:46 PM GMT

Document e-signed by Dennissee Gutierrez (denisse@qualityemploymentjobs.com)
Signature Date: 2026-08-12 - 4:46:48 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.
2026-08-12 - 4:46:48 PM GMT