JOINT STIPULATION OF SETTLEMENT

This Joint Stipulation of Settlement ("Agreement" or "Settlement") is made and entered into by and between Defendant Randstad Inhouse Services, LLC ("Randstad" or "Defendant") and Gregory Custodio ("Plaintiff") on his own behalf, as well as on behalf of all other allegedly aggrieved Private Attorneys General Act ("PAGA") Group Members ("Aggrieved Employees") in Plaintiff's capacity as a Private Attorney General representing the State of California (collectively with Defendant, the "Parties").

This Settlement shall be binding on Plaintiff, Aggrieved Employees, and Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. Allegations in the Complaint. On March 10, 2023, Plaintiff submitted a letter to the Labor and Workforce Development Agency alleging Defendant's failure to provide duty-free meal and rest periods, reimburse business expenses, pay all wages owed upon separation of employment, and provide accurate wage statements ("PAGA Letter"). On January 19, 2024, Plaintiff submitted a supplemental letter to the LWDA alleging Defendant's failure to pay proper overtime and double time wages and resulting failure to pay all wages owed upon separation of employment and provide accurate wage statements ("Supplemental PAGA Letter").

2. On March 24, 2023, Plaintiff filed a putative class action complaint, as an individual and on behalf of all others similarly situated, in the Superior Court for the State of California, for the County of Alameda, alleging claims for: (1) violation of Labor Code §§ 226.7 and 512; (2) violation of Labor Code § 226.7; (3) violation of Labor Code § 2802; (4) violation of Labor Code § 226(a); and (5) violation of Business and Professions Code § 17200, *et seq*. That action is entitled: *Gregory Custodio, as an individual and on behalf of all others similarly situated v. Randstad Inhouse Services, LLC, a Delaware limited liability company; and Does 1 through 50, inclusive*, Case No. 23CV029977, pending in the Superior Court for the State of California, County of Alameda, and as amended ("Civil Action").

3. On May 18, 2023, Plaintiff filed a First Amended Representative Action Complaint alleging a single cause of action for violation of Labor Code § 2698, *et seq*. The Parties agree to submit a stipulation and proposed order in conjunction with or prior to moving for approval requesting that the Court approve the filing of a Second Amended Representative Action Complaint ("Operative Complaint")

which shall include the additional allegation for Defendant's alleged failure to pay proper overtime and double time wages and resulting failure to pay all wages owed upon separation of employment and provide accurate wage statements, which was alleged by Plaintiff in the Supplemental PAGA Letter. Plaintiff defined the Aggrieved Employees as all current and former non-exempt employees of Defendant in California who worked as security guards at any time during the PAGA Period. Defendant denies all material allegations set forth in the Operative Complaint and has asserted numerous affirmative defenses.

4. Randstad subsequently moved to compel arbitration of the individual component of Plaintiff's PAGA claim, and the Court granted that motion on September 20, 2023, and stayed the Court action pending the results of the arbitration.

5. On October 10, 2023, Plaintiff filed a demand for arbitration with the American Arbitration Association ("AAA"): *Gregory Custodio v. Randstad Inhouse Services, LLC*, AAA No. 01-23-0004-4431 (the "Arbitration"). Plaintiff's original arbitration demand asserted various Labor Code claims both in his individual capacity for the full statute of limitations under the Labor Code (up to four years, depending on the claim), as well as the individual component of his PAGA claim (with a one-year statute of limitations). Plaintiff subsequently amended his arbitration demand to allege violations of: (1) Labor Code §§ 226.7 and 512; (2) Labor Code § 226.7; (3) Labor Code § 2802; (4) Labor Code § 226(a); (5) Business and Professions Code § 17200, *et seq*.; (6) Labor Code § 2698, *et seq*. (PAGA); and (7) Labor Code §§ 510, 558, 1194.

6. The Parties subsequently agreed to mediate both the arbitration case and the representative PAGA action filed in Alameda County Superior Court. To that end, Defendant provided Plaintiff's counsel with information pertaining to the Aggrieved Employees sufficient for Plaintiff's counsel to investigate and evaluate the strengths and weaknesses of the claims of the Aggrieved Employees, as well as the range of potential PAGA penalties (if any) pertaining to those employees. Such information included, , *inter alia*, workweek data, pay data, various other documents and numerous corporate policies and practices relevant to the Parties' claims and defenses. Plaintiff's Counsel diligently investigated the claims of the proposed Aggrieved Employees against Defendant, including any and all applicable defenses and the applicable law.

7. On June 24, 2025, the Parties participated in mediation with Anthony F. Pantoni, Esq. (the "Mediator"), an experienced mediator of wage and hour actions. With the assistance of the Mediator, the Parties reached the settlement that is memorialized herein. The Arbitration is resolved via a separate confidential individual settlement agreement (hereinafter, the "Individual Settlement Agreement").

8. At all times, the settlement discussions were conducted at arm's-length. Based on the documents produced, as well as Plaintiff's Counsel's own independent investigation and evaluation, Plaintiff's Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate, and is in the best interest of the Aggrieved Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

9. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason the Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

10. The following definitions are applicable to this Agreement. Definitions contained elsewhere in this Agreement will also be effective:

a. "Action" or "Civil Action" refers, to the lawsuit entitled *Gregory Custodio, as an individual and on behalf of all others similarly situated v. Randstad Inhouse Services, LLC, a Delaware limited liability company; and Does 1 through 50, inclusive*, Case No. 23CV029977, pending in the Superior Court for the State of California, County of Alameda, and as amended ("Civil Action").

b. "Arbitration" refers to the arbitration entitled, *Gregory Custodio v. Randstad Inhouse Services, LLC*, AAA Case No. 01-23-0004-4431 ("Arbitration").

c. "Aggrieved Employees" means all current and former non-exempt employees of Defendant in California who worked as security guards at any time during the PAGA Period. Based upon Defendant's records, there are approximately 325 Aggrieved Employees during the PAGA Period.

d. "Agreement" or "Settlement" means the settlement and resolution of the Released PAGA Claims.

e. "Approval Order" means the approval order issued and entered by the Court following a Motion for Approval of this Agreement.

f. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Plaintiff's Counsel's litigation and resolution of the Action, and all actual costs incurred and to be incurred by Plaintiff's Counsel in the Action not to exceed $60,000 in attorneys' fees and $30,000 in costs, as set forth in Paragraph 14 below.

g. "Court" means the Superior Court of the State of California for the County of Alameda.

h. "Defendant" or "Randstad" means Randstad Inhouse Services, LLC.

i. "Defendant's Counsel" means Joseph W. Ozmer II of Kabat Chapman & Ozmer LLP.

j. "Effective Date" means the date the Court grants approval of this Settlement.

k. "Gross Settlement Amount" means the amount of One Hundred Eighty Thousand Dollars ($180,000.00) that Defendant will pay under the Agreement. The Gross Settlement Amount shall include all payments to Aggrieved Employees, the LWDA, Settlement Administration Costs, Attorneys' Fees and Costs, and the Service Award for Plaintiff. The Net Settlement Amount (defined below) shall all come out of the Gross Settlement Amount. No portion of the Gross Settlement Amount shall revert to Defendant. In no event shall Defendant be required to contribute funds in excess of the Gross Settlement Amount and Plaintiff's General Release Payment, except as pursuant to the Escalator Clause in Paragraph 31.

l. "Individual PAGA Payment" means the amount payable to each Aggrieved Employee from the PAGA Settlement Fund.

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

n. "LWDA Payment" means the amount that the Parties have agreed to pay to the LWDA as set forth in Paragraph 18.

o. "Operative Complaint" means the Second Amended Representative Action Complaint in this Action filed in the Superior Court of California for the County of Alameda.

p. "Net Settlement Amount" means the amount, as approved by the Court, after Attorneys' Fees and Costs, Plaintiff's Service Award, and Settlement Administration Costs are subtracted from the Gross Settlement Amount. Plaintiff's Counsel shall request that the Court approve a payment to the LWDA of seventy-five percent (75%) of the Net Settlement Amount ("LWDA Payment") and that the remaining twenty-five percent (25%) of the Net Settlement Amount ("PAGA Settlement Fund") be distributed to the Aggrieved Employees ("Individual PAGA Payment"). The Net Settlement Amount shall be paid out of the Gross Settlement Amount.

q. "PAGA Period" means the time period of March 8, 2022, through June 24, 2025.

r. "PAGA Settlement Fund" means the 25% portion of the Net Settlement Amount that is allocated to Aggrieved Employees as provided in Paragraph 19.

s. "Parties" means Plaintiff and Defendant, collectively, and "Party" means the Plaintiff or Defendant.

t. "Plaintiff" means Gregory Custodio.

u. "Plaintiff's Counsel" means Diversity Law Group, P.C. and Polaris Law Group.

v. "Qualifying Pay Periods" means any pay period worked during the PAGA Period by Aggrieved Employees. Partial Pay Periods will be counted as full Qualifying Pay Periods.

w. "Released PAGA Claims" means all claims for civil penalties under PAGA which reasonably arise out of or are reasonably related to the factual allegations alleged in the Operative Complaint in the Action or Plaintiff Custodio's original and supplemental notices to the LWDA for alleged violations of Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558, 1194, 2802 *et seq.*, that accrued during the PAGA Period. Additionally, each allegedly Aggrieved Employee shall be deemed to have released the individual component of his/her Released PAGA Claims for the entirety of the PAGA Period.

x. "Released Parties" means Defendant and all of its present and former parent companies, subsidiaries, affiliates, attorneys, insurers, employees, successors, and assigns.

y. "Service Award" means the amount to be paid to Plaintiff in recognition of his effort and work in prosecuting the Action on behalf of Aggrieved Employees as set forth in Paragraph 15 below.

z. "Settlement Administrator" means Phoenix Settlement Administrators, which will administer this Settlement and will issue to Plaintiff, Aggrieved Employees, and Plaintiff's Counsel the appropriate tax forms for amounts paid under this settlement, as needed.

aa. "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this settlement, as set forth in Paragraph 13 below.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

11. Plaintiff's Responsibilities. After the execution of this Agreement, Plaintiff will finalize and file the application or motion for approval of this Settlement, obtain a prompt hearing date for the motion, and appear in Court to advocate in favor of the motion. Plaintiff's Counsel is responsible for delivering the Court's Order approving the Settlement to the Settlement Administrator. Additionally, Plaintiff shall also be responsible for drafting, subject to Defendant's approval, a Second Amended Complaint encompassing all violations alleged in Plaintiff's original and supplemental PAGA notices.

12. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator no later than twenty-one (21) calendar days after the Effective Date. The Settlement Administrator shall distribute the settlement payments, including the Individual PAGA Payments, the LWDA Payment, and all other Court-ordered distributions within fourteen (14) days after Defendant funds the Gross Settlement Amount, or as otherwise directed by the Court.

13. Administration of the Settlement. The Settlement Administrator will administer this Settlement, and will issue 1099 forms (for penalties) to Aggrieved Employees for all amounts paid under this Settlement consistent with the terms specified herein. The Settlement Administrator shall furnish its own Employer ID Number and calculate all settlement checks based on information that will be confidentially furnished by Defendant. The Settlement Administrator also will establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for the purpose of administering the Settlement. To the extent required by law, the Settlement Administrator will report

payments made under Agreement to the appropriate tax authorities. The Settlement Administrator will also issue a Court-approved payment to itself for services performed in connection with the Settlement.

14. Attorneys' Fees and Costs. Plaintiff's Counsel will request, and Defendant will not oppose, that the Court approve an award of attorneys' fees in an amount not to exceed one-third of the Gross Settlement Amount, or Sixty Thousand Dollars ($60,000.00), which will be paid from the Gross Settlement Amount subject to Court approval. Plaintiff's Counsel will also request, and Defendant will not oppose, that the Court approve an award of documented costs, not to exceed Thirty Thousand Dollars ($30,000.00). These amounts will cover any and all work performed and any and all costs incurred by Plaintiff's Counsel in connection with the litigation of the Action (including the related Arbitration), including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Agreement, including any appeals. Plaintiff's Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiff's Counsel shall be a part of the Net Settlement Amount.

The Court's approval of fees and costs requested by Plaintiff's Counsel is not a material term of the Settlement. If the Court does not approve or approves only a lesser amount than that requested by Plaintiff's Counsel for attorneys' fees or costs, the other terms of the Settlement shall still apply. The Court's refusal to approve the attorneys' fees or costs award requested by Plaintiff's Counsel does not give Plaintiff or Plaintiff's Counsel any basis to abrogate the Settlement.

15. Service Award. In recognition of his efforts and work in prosecuting the Action, Defendant agrees not to oppose or impede any application or motion for a Service Award in an amount not to exceed Five Thousand Dollars ($5,000.00) to Plaintiff. The Service Award, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to Plaintiff's Individual PAGA Payment (if applicable) and any amounts paid pursuant to the Individual Settlement Agreement. The Parties agree that, for purposes of this settlement, 100% of the Service Award will be allocated to 1099-MISC income. The Settlement Administrator will issue an IRS Form 1099-MISC to Plaintiff for his Service Award, and Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Plaintiff agrees to indemnify and hold

Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Service Award. Should the Court approve a Service Award to the Plaintiff in an amount that is less than that set forth above, the difference between the lesser amounts approved by the Court and the amounts allocated toward the Service Award will be part of the Net Settlement Amount.

The Court's approval of a Service Award is not a material term of the Settlement. If the Court does not approve or approves only a lesser amount than that requested by Plaintiff for the Service Award, the other terms of the Settlement shall still apply. The Court's refusal to approve the Service Award requested by Plaintiff does not give any basis to abrogate the Settlement.

16. <u>Settlement Administration Costs</u>. Defendant shall give the Settlement Administrator the Aggrieved Employee list (including names, last known addresses, telephone numbers, and Social Security numbers), along with the number of Qualifying Pay Periods for each Aggrieved Employee, within 7 days of the Court's Order approving the Settlement. The Settlement Administrator shall not share this information with any third party or Plaintiff's Counsel and shall take all necessary precautions to maintain the confidentiality of this information. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Five Thousand Dollars ($5,000.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, calculating and distributing payments due under the Settlement, running skip traces on addresses of Aggrieved Employees, mailing the explanatory letter in conjunction with the payments, issuing of 1099 forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the requirement settlement administration duties will become part of the Net Settlement Amount.

17. <u>Explanatory Letter</u>. The Settlement Administrator will include copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English

and Spanish, along with the Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail.

18. LWDA Payment. Subject to approval by the Court, the Parties agree that any funds remaining in the Gross Settlement Amount after subtracting amounts for Attorneys' Fees and Costs, Plaintiff's Service Award, and Settlement Administration Costs will constitute the Net Settlement Amount (the amount is estimated to be Eighty Thousand Dollars ($80,000.00)). Seventy-five percent (75%) of the Net Settlement Amount, or an estimated $60,000.00, will be paid to the LWDA (*i.e.*, the LWDA Payment) and twenty-five percent (25%), or an estimated $20,000.00 (*i.e.*, the PAGA Settlement Fund) will be distributed to Aggrieved Employees.

19. Individual PAGA Payment Calculations. Aggrieved Employees shall not be required to submit a claim in order to receive a share of the PAGA Settlement Fund. Individual PAGA Payments will be calculated and apportioned as follows:

a. Individual PAGA Payment: The *pro rata* portion of the PAGA Settlement Fund shall be determined by dividing the total number of Qualifying Pay Periods worked by all Aggrieved Employees during the PAGA Period into the PAGA Settlement Fund to arrive at a value per Qualifying Pay Period for each eligible Aggrieved Employee. The value per Qualifying Pay Period shall be multiplied by the number of Qualifying Pay Periods worked by each Aggrieved Employee during the PAGA Period. Partial Qualifying Pay Periods will be counted as full Qualifying Pay Periods.

20. Settlement Awards Do Not Trigger Additional Benefits. The payments made pursuant to this settlement shall not have any effect on the eligibility or calculation of any employee benefits provided by Defendant or any benefits plan. The Parties agree these payments do not represent any modification of any employee's previously credited hours of service or other eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or other program or policy. Also, these payments will not be considered wages, compensation, or annual earnings for benefits in any year for purposes of determining eligibility for, or benefit accrual within, any employee pension benefit plan, employee welfare benefit plan, or other program or policy.

21. Distribution of the Net Settlement Amount. The Settlement Administrator will be responsible for required tax reporting and issuing the Individual PAGA Payments in accordance with this

Agreement. To effectuate the best notice possible, the Settlement Administrator shall send the Individual PAGA Payments and Explanatory Letter to all Aggrieved Employees via First-Class U.S. Mail using the information provided in the Aggrieved Employee list. The Settlement Administrator shall mail any Individual PAGA Payments returned as undeliverable to the forwarding address affixed thereto, if any. If no forwarding address is provided for the undeliverable Individual PAGA Payment, the Settlement Administrator shall conduct a search of the National Change of Address Database ("NCOAD"), as well as an Accurint® or a substantially similar skip trace search, and will then mail the Individual PAGA Payment to the address identified. If no current address is located, the Individual PAGA Payment for that individual will be deemed undeliverable. If any Aggrieved Employees cannot be located within two attempts at mailings by the Settlement Administrator, the Individual PAGA Payment for that individual will be deemed undeliverable and the Settlement Administrator need not take further steps to deliver checks to the Aggrieved Employee whose re-mailed checks are deemed undeliverable. The Settlement Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost, misplaced, or otherwise requested by the Aggrieved Employee prior to the void date. All settlement checks will expire one hundred eighty (180) calendar days after the date of issuance.

22. Funds from any uncashed Individual PAGA Payments will be sent by the Settlement Administrator to the California State Controller's Office, Unclaimed Property Division in the name of the expired check payee. Alternatively, in the event that the Court requires distribution of unclaimed funds to a *cy pres* recipient, the Parties shall meet and confer to select a mutually agreeable *cy pres* recipient. In no event shall any uncashed funds revert to Defendant. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any Individual PAGA Payment checks.

23. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

24. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Aggrieved Employees, and Plaintiff's Counsel any 1099 or other tax forms as may be required by law for all amounts paid pursuant to this Agreement. The Settlement

Administrator will also be responsible for forwarding all payroll taxes, contributions, and withholdings to the appropriate government authorities.

25. Tax Liability. No opinion regarding the tax consequences of this Settlement to Plaintiff or Aggrieved Employees is being given, or will be given, by Defendant, Defendant's Counsel, or any of the Released Parties. Plaintiff and Aggrieved Employees must consult their own tax advisors regarding the tax consequences of this Settlement, including but not limited to any payments provided or tax reporting obligations. Defendant, the Released Parties, Defendant's Counsel, and Plaintiff's Counsel shall have no liability or responsibility whatsoever for any tax consequences resulting from payments made pursuant to the Settlement.

26. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON

DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

27. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

28. Release of Claims by the LWDA. Upon the date Defendant fully funds the entire Gross Settlement Amount, Plaintiff, as a proxy for the State of California and LWDA, fully, finally, and forever releases, settles, compromises, relinquishes, and discharges the Released Parties of all Released PAGA Claims during the PAGA Period, except as to the right to enforce the terms and conditions of this Settlement.

29. Release of Claims by Aggrieved Employees. Upon the date Defendant fully funds the entire Gross Settlement Amount, each Aggrieved Employee shall be deemed to have released the individual component of his or her PAGA claim with respect to the Labor Code Sections set forth in the Released PAGA Claims for the entirety of the PAGA Period. It is understood that Aggrieved Employees will not have the opportunity to opt out of, or object to, the Released PAGA Claims. Further, the Aggrieved Employees are bound by this release regardless of whether they cash and/or otherwise negotiate their Individual PAGA Payments.

30. Duties of the Parties with Respect to Obtaining Approval of the Settlement. Upon execution of this Agreement, Plaintiff shall promptly obtain a hearing date for Plaintiff's Motion for Approval of the Settlement, which Plaintiff and Plaintiff's Counsel will be responsible for drafting, and Plaintiff will submit this Agreement to the Court in support of said motion. Plaintiff's Counsel will provide Defendant's Counsel a draft of the Approval Motion no later than 4 business days prior to the filing deadline. Defendant agrees not to oppose the Motion for Approval of the Settlement consistent with this Agreement. Said motion shall apply to the Court for the entry of an order ("Approval Order") and Judgment, which shall be mutually agreed upon by the Parties, and which will provide for, in substantial part, the following:

a. Approval of the Settlement and directing consummation of its terms and provisions;

b. Approval of the application for Attorneys' Fees and Costs to Plaintiff's Counsel;

c. Approval of the application for Service Award to Plaintiff;

d. Directing Defendant to fund all amounts due under the Agreement and ordered by the Court; and

e. Entering judgment in the Action, while maintaining continuing jurisdiction to ensure the continuing implementation of the provisions of this Settlement.

Plaintiff shall, contemporaneously with the filing of the Motion for Approval of Settlement, provide the LWDA with notice of the settlement.

31. Escalator Clause. Defendant represents that during the PAGA Period, Aggrieved Employees worked no more than 6,000 pay periods. If the number of pay periods at issue for the Aggrieved Employees during the PAGA Period exceeds the estimated 6,000 total pay periods by an additional ten percent (10%) (*i.e.*, 600 additional pay periods), then Defendant shall have the option to either: (a) increase the Gross Settlement Amount in proportion to the increase in pay periods over 10% (*e.g.*, if the total number of pay periods is 11% greater than the estimate, Defendant will have the option to increase the Gross Settlement Amount by 1%); or (b) shorten the PAGA Period end date to an earlier date such that the total pay period count during the PAGA Period is 6,600 or less.

32. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Agreement. Should any Party be required to enforce the terms of this Settlement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs.

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

34. No Undue Publicity. None of the Parties nor their counsel shall publicize, or cause to be publicized, directly or indirectly, the discussions resulting in or the existence of this Settlement or its

terms, in any type of mass media, including, but not limited to, speeches, press conferences, press releases, interviews, television or radio broadcasts, newspapers, messages on the Internet, Facebook, Twitter, TikTok, or any other social media, or the Parties' counsels' or any other website. Nothing in this Paragraph shall prohibit Plaintiff's Counsel from referring to this litigation and this Settlement in court filings. Likewise, nothing in this Paragraph shall prohibit Plaintiff's Counsel from speaking with Plaintiff and Aggrieved Employees about this Settlement to the fullest extent necessary to meet their ethical obligations as Plaintiff's Counsel.

35. Disputes. Any disputes arising out of or relating to this Settlement will be submitted first to the Mediator for mediation. The Parties will split the costs of the mediator and all Parties will bear their own attorneys' fees and other costs incurred. However, to the extent the Parties are unable to resolve their disputes via mediation, the aggrieved party may seek arbitration before the AAA. In such an event, the prevailing party shall be entitled to an award of their reasonable attorneys' fees and costs from the non-prevailing party.

36. Entire Agreement. This Agreement, the Individual Settlement Agreement, and any attached exhibits constitute the entirety of the Parties' settlement terms.

37. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Action (including the Civil Action and the Arbitration, including with respect to California Code of Civil Procedure § 583.310), except such proceedings necessary to implement and complete the Agreement (including filing of a Second Amended Complaint encompassing all claims set forth in Plaintiff's PAGA notice letters to the LWDA), pending the approval hearing to be conducted by the Court.

38. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of this Agreement except by written agreement signed by counsel for all Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Agreement will not constitute a waiver of any other provision.

39. Authorization to Enter into Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement.

The Parties warrant that they understand and have full authority to enter into this Agreement and further intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

40. Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

41. California Law Governs. All terms of this Agreement and attached exhibits hereto will be governed by and interpreted according to the laws of the State of California.

42. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts, including via electronic means. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

43. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement.

44. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court (or Arbitrator) will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

45. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, that it has violated any state, federal, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with

respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local, or other applicable law.

46. Captions. The captions and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

47. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Agreement.

48. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full.

49. All Terms Subject to Final Court Approval. All amounts and procedures described in this Agreement herein will be subject to final Court approval.

50. Notices. All notices, demands, and other communications to be provided concerning this Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiff and Plaintiff's Counsel:

Larry W. Lee
Max W. Gavron
Kwanporn "Mai" Tulyathan
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071

To Defendant:

Joseph W. Ozmer II
KABAT CHAPMAN & OZMER LLP
707 Wilshire Blvd., Suite 4800
Los Angeles, CA 90071

William L. Marder
POLARIS LAW GROUP
501 San Benito Street, Suite 200
Hollister, CA 95023

51. Judgment. The Parties shall provide the Settlement Administrator with a copy of the Judgment once it is entered by the Court.

52. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement between Plaintiff and Defendant:

IT IS SO AGREED.

PLAINTIFF GREGORY CUSTODIO

Dated: 12-16-2025, 2025

Signed by:
____
0DEB930FD1AF4CC...
Gregory Custodio

DEFENDANT RANDSTAD INHOUSE SERVICES, LLC

Dated: ______________, 2025

____
Name: ______________________

Title: ______________________
On behalf of Randstad Inhouse Services, LLC

William L. Marder
POLARIS LAW GROUP
501 San Benito Street, Suite 200
Hollister, CA 95023

51. Judgment. The Parties shall provide the Settlement Administrator with a copy of the Judgment once it is entered by the Court.

52. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement between Plaintiff and Defendant:

IT IS SO AGREED.

PLAINTIFF GREGORY CUSTODIO

Dated: 12-16-2025, 2025

Signed by:
0DEB930FD1AF4CC...
Gregory Custodio

DEFENDANT RANDSTAD INHOUSE SERVICES, LLC

Dated: 12/18, 2025

Name: Patricia Mullen
Title: Sr Deputy General Counsel
On behalf of Randstad Inhouse Services, LLC

APPROVED AS TO FORM

DIVERSITY LAW GROUP, P.C.

Dated: December 16, 2025

Larry W. Lee
Max W. Gavron
Kwanporn "Mai" Tulyathan
Attorneys for Plaintiff Gregory Custodio

KABAT CHAPMAN & OZMER LLP

Dated: ________________, 2025

Joseph W. Ozmer II

Attorneys for Defendant Randstad Inhouse Services, LLC

APPROVED AS TO FORM

DIVERSITY LAW GROUP, P.C.

Dated: _______________, 2025

Larry W. Lee
Max W. Gavron
Kwanporn "Mai" Tulyathan
Attorneys for Plaintiff Gregory Custodio

KABAT CHAPMAN & OZMER LLP

Dated: 12/22, 2025

Joseph W. Ozmer II

Attorneys for Defendant Randstad Inhouse Services, LLC

EXHIBIT A

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

Re: Settlement Payment from *Gregory Custodio v. Randstad Inhouse Services, LLC*, Superior Court of California, County of Alameda Case No. 23CV029977

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

Please find enclosed a check in the amount of <<amount of payment>> ("Individual PAGA Payment"). This check is your payment from the settlement in the lawsuit entitled *Gregory Custodio v. Randstad Inhouse Services, LLC*, Superior Court of California, County of Alameda Case No. 23CV029977 (the "Action").

A settlement was reached between Gregory Custodio ("Plaintiff") and Randstad Inhouse Services, LLC ("Defendant").

On March 10, 2023, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA") alleging Defendant's failure to provide duty-free meal and rest periods, reimburse business expenses, pay all wages owed upon separation of employment, and provide accurate wage statements ("LWDA Letter"). On January 19, 2024, Plaintiff submitted a supplemental letter to the LWDA alleging Defendant's failure to pay proper overtime and double time wages and resulting failure to pay all wages owed upon separation of employment and provide accurate wage statements ("Supplemental PAGA Letter").

Plaintiff filed a complaint in the Superior Court, which was later amended ("Operative Complaint"). The Operative Complaint asserts claims under the Private Attorneys General Act ("PAGA") premised on Defendant's alleged (1) failure to provide duty-free meal periods; (2) failure to provide duty-free rest periods; (3) failure to reimburse business expenses; (4) failure to pay all wages owed upon separation of employment; (5) failure to provide accurate wage statements; and (6) failure to pay proper overtime and double time wages. Plaintiff based these claims on alleged violations of California Labor Code sections 201-203, 204, 210, 226(a), 226.7, 510, 512, 558, 1194, and 2802.

Defendant denies all of Plaintiff's allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations. There was no finding of wrongdoing in connection with the lawsuit.

On << Date>>, the settlement was approved by the Court. You are receiving a portion of the settlement in the enclosed check (the enclosed Individual PAGA Payment) because you have been identified as an individual employed by Randstad as a security guard during the period covered by the Action ("Covered Employee"). Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant as a security guard in California during the PAGA Period (March 8, 2022, through June 24, 2025). The Individual PAGA Payment 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.

"Released Parties" means Defendant and all of its present and former parent companies, subsidiaries, affiliates, attorneys, insurers, employees, successors, and assigns. 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 PAGA Claims.

"Released PAGA Claims" means all claims for civil penalties under the PAGA which reasonably arise out of or are reasonably related to the factual allegations alleged in the operative complaint in the Action or Plaintiff Custodio's written notices to the LWDA, based on alleged violations of Labor Code §§ 201-

203, 204, 210, 226(a), 226.7, 510, 512, 558, 1194, 2802 *et seq.*, that accrued during the PAGA Period. It is understood that Covered Employees will not have the opportunity to opt out of, or object to, the Released PAGA Claims. Further, the Covered Employees are bound by the Released PAGA Claims regardless of whether they cash and/or otherwise negotiate their Individual PAGA Payments.

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 cancelled, and the funds associated with the cancelled check will be transmitted to the California State Controller's Office, Unclaimed Property Division in your name and in the amount of your respective Individual PAGA Payment.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [Settlement Administrator] at [toll-free phone number] or you may contact Plaintiff's counsel at Diversity Law Group, P.C., (213) 488-6555 or Polaris Law Group, (831) 531-4214.