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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

ADAN ORTIZ, on behalf of himself, all others similarly situated, and the general public, Plaintiff, vs. RANDSTAD INHOUSE SERVICES, LLC, a Delaware limited liability company; RANDSTAD NORTH AMERICA, INC., a Delaware corporation; XPO LOGISTICS, INC., a Delaware corporation; XPO LOGISTICS, LLC, a Delaware limited liability company; XPO LOGISTICS SUPPLY CHAIN, INC., a North Carolina corporation; and DOES 1 through 50, inclusive, Defendants.	Case No. 5:22-cv-1399-TJH (ACCV) Assigned for All Purposes to the Honorable Terry J. Hatter, Jr., Department 9C **DECLARATION OF SHAUN SETAREH IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS, COLLECTIVE AND REPRESENTATIVE ACTION SETTLEMENT AND CERTIFICATION OF SETTLEMENT CLASS** Date: April 20, 2026 Time: No appearance necessary Courtroom: 9C

DECLARATION OF SHAUN SETAREH

I, Shaun Setareh, declare as follows:

1. I am an attorney in good standing duly admitted to the State Bar of California, the United States Supreme Court, the Ninth Circuit Court of Appeals and the United States District Courts for the Central, Eastern Northern and Southern Districts of California. I am a fully qualified, adult resident of the State of California, and, if called as witness herein, I would testify truthfully to the matters set forth herein. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be on information and belief. As to such matters, I believe them to be true.

2. I am the principal attorney at Setareh Law Group. I am counsel of record for Plaintiff Adan Ortiz ("Plaintiff") in this action against Defendants Randstad Inhouse Services, LLC and Randstad North America, Inc. (collectively "Randstad" or "Defendants") (Plaintiff and Defendant, collectively, the "Parties").

3. This declaration is made in support of Plaintiff's Motion for Preliminary Approval of the Class, Collective and Representative Action Settlement and Certification of Settlement Class (the "Motion"). A true and correct copy of the Settlement Agreement between the Parties ("Settlement" or "Agreement") is attached hereto as **Exhibit 1**.

EXPERIENCE OF CLASS COUNSEL

4. I received my undergraduate degree from UCLA in 1996 and my law degree from Loyola Law School in 1999. Since being admitted to the State Bar of California in 1999, I have actively practiced civil litigation for the entirety of that time period.

5. Setareh Law Group and I, as its principal attorney, are well-experienced class action attorneys. I, along with the senior attorney assigned to this case, Thomas Segal, have considerable experience in class action litigation. I, and the attorneys at Setareh Law Group, have been involved as lead class counsel, co-lead class counsel, and other levels of involvement in over 100 wage-and-hour, consumer, and antitrust class action cases. Because of this, Setareh Law Group has more than 250 Westlaw citable opinions, including the following noteworthy appellate decisions:

State Appellate Decisions

a. *Troester v. Starbucks Corporation, et al.*, 5 Cal.5th 829 (2018) (reversed summary judgment in favor of Defendants, issuing a landmark published decision that clarified and rejected the application of the widely adopted federal *de minimis* doctrine to California's wage-and-hour laws). Due to the significance and importance of this seminal victory before the California Supreme Court, I received the California Lawyer of the Year or "CLAY" award from the Daily Journal for my work on the case.

b. *Allen v. Labor Ready Southwest, Inc.* (Cal. App. 2 Dist., 2013) 2013 WL 1910293 (reversing an Order from the Superior Court of Los Angeles County compelling Plaintiff's claims to arbitration, finding that Defendant waived the right to compel arbitration by litigating the merits of Plaintiff's arbitrable federal and state claims).

c. *Lacour v. Marshalls of CA, LLC, et al.* (Cal. App. 1 Dist., 2023) 2023 WL 5543622 (reversing an Order from the Superior Court of Alameda County granting judgment on the pleadings, holding that the trial court erred in giving claim preclusive effect to a federal court judgment in a prior PAGA case against the same defendant.).

Ninth Circuit Decisions

d. *Troester v. Starbucks Corp.,* 738 Fed. Appx. 562 (9th Cir. 2018) (Ninth Circuit opinion following the California Supreme Court answering the Ninth Circuit's certified question).

e. *Gilberg v. California Check Cashing Stores, LLC*, 913 F.3d 1169 (9th Cir. 2019) (vacated district court's summary judgment in favor of Defendants and remanded for further proceedings, holding that Defendants' Fair Credit Reporting Act disclosure form lacked sufficient clarity in a published opinion).

f. *Ortiz v. Randstad Inhouse Services, LLC et al.,* 2024 WL 1070823 (9th Cir. 2024) (Ninth Circuit held that warehouse workers are covered by the Federal Arbitration Act's transportation worker exception and affirmed the District Court's order denying Defendants' Motion to Compel Arbitration in a wage and hour class action).

g. *Rodriguez v. U.S. Healthworks*, 813 Fed. Appx. 315 (9th Cir. 2020) (reversed district court's summary judgement in favor of Defendants with instructions to remand the action to state court).

h. *Harris v. KM Industrial, Inc.,* 980 F.3d 694 (9th Cir. November 13, 2020) (affirmed the district court's granting of Plaintiff's motion to remand, holding in a published opinion that Defendants had failed to establish by a preponderance of the evidence that the amount in controversy exceeded $5 million as required under the Class Action Fairness Act for removal).

i. *Parsittie v. Schneider Logistics, Inc. et al.,* Case No. 20-55470 (9th Cir. June 9, 2021) (reversed the district court's dismissal of Plaintiff's meal and rest break claims, holding that Plaintiff's security check allegations were sufficient to state a claim for break-time violations and remanding for further proceedings).

j. *Ahlstrom v. DHI Mortg. Co., Ltd., L.P.*, 21 F.4th 631 (9th Cir. December 29, 2021) (reversed the district court's ruling compelling claims to arbitration, holding that parties cannot delegate issues of formation of an arbitration agreement to the arbitrator for determination).

k. *Allen v. Bedolla*, 787 F.3d 1218 (9th Cir. June 2, 2015) (affirming the district court's Order denying objector's motion to intervene and remanding to the district court where settlement was granted final approval. Final approval was upheld on a subsequent appeal in the 9th Cir. [*see Bedolla v. Allen*, 736 Fed. Appx. 614 (9th Cir. May 18, 2018)]).

Class Counsel Appointments. The following is a sampling of class actions in which the Setareh Law Group and I have been appointed as class counsel:

Federal Cases

a. *Cerdenia v. USA Truck, Inc.*, U.S. District Court, Central District of California, Case No. 10-CV-1489-JVS (granted final approval in an action on behalf of truck drivers for meal and rest period violations, off-the-clock pre- and post-shift work, and unauthorized wage deductions).

b. *Fronda v. Staffmark*, U.S. District Court, Northern District of California, Case No. 15-CV-02315-MEJ (granted final approval in a case involving alleged uncompensated security checks for warehouse workers).

c. *Garcia v. Am. Gen. Fin. Mgmt. Corp.*, U.S. District Court, Central District of California, Case No. 09-CV-1916 (granted final approval in a case filed on behalf of account managers in case involving, among other things, alleged overtime miscalculations and meal and rest period violations).

d. *Jones v. Shred-It USA, Inc.*, U.S. District Court, Central District of California, Case No. 11-CV-00526 (granted final approval in a case brought on behalf of customer service representatives and balers for alleged off-the-clock work and meal and rest period violations).

e. *O'Neill v. Genesis Logistics, Inc.*, U.S. District Court, Northern District of California, Case No. 08-CV-4707 (granted final approval in a case involving claims for failure to provide meal periods to employees who worked as drivers delivering goods to 7-11 stores throughout California and failure to pay final wages in a timely manner to terminated employees).

f. *Padilla v. UPS*, U.S. District Court, Central District of California, Case No. 08-CV-1590 (granted final approval in a case involving claims for failure to provide meal periods to part time employees engaged in sort operations and failure to pay final wages in a timely manner to terminated employees).

g. *Pitre v. Wal-Mart Stores, Inc.*, U.S. District Court, Central District of California, Case No. 17-cv-01281-DOC (granting class certification in a highly contested Action against Wal-Mart for a class of almost 5,000,000 in a Fair Credit Reporting Act action).

h. *Utne v. Home Depot U.S.A., Inc.*, U.S. District Court, Northern District of California, Case No. 16-cv-01854-RS (granting class certification in a highly contested Action against Home Depot in connection with uncompensated off-the-clock work occurring at the start of all employee shifts and at the end of closing shifts).

i. *Vang v. Burlington Coat Factory Warehouse Corp.*, U.S. District Court, Central District of California Case No. 09-CV-8061 (granted final approval in a case involving, among other things, vacation pay forfeitures, failures to provide meal and rest periods, and failures to pay overtime wages based on employee misclassification).

j. *Wilson v. TE Connectivity,* Northern District of California Case No. 3:14-cv-04872-EDL (granted class certification through contested motion in case on behalf of manufacturing facility employees subject to auto-deduction of meal breaks).

<u>*State Cases*</u>

k. *Alvarez v. Gary Grace Enterprises, LP, Marin Superior Court*, Case No. CIV 1002553 (granted final approval in a case on behalf of hair salon employees for overtime miscalculation and related claims).

l. *Butler v. Lexxiom, Inc.*, San Bernardino Superior Court, Case No. CIVRS 1001579 (granted final approval in an action on behalf of debt resolution center employees alleging, among other things, meal and rest period violations and overtime calculation errors).

m. *Calderon v. GreatCall, Inc.*, San Diego Superior Court, Case No. 37-2010-00093743-CU-OE-CTL (granted final approval in a case on behalf of customer service employees for, among other things, alleged meal and rest period violations and overtime calculation errors).

n. *Douglas v. California Credit Union*, Los Angeles Superior Court, Case No. BC445050 (granted final approval in a case on behalf of customer service representatives alleging overtime miscalculation claims).

o. *Green v. Staples Contract and Commercial, Inc.*, Los Angeles Superior Court, Case No. BC389789 (granted final approval in a case involving claims for unprovided meal and rest periods, inaccurate wage statements, waiting time penalties, and unfair business practices on behalf of truck drivers delivering Staples office supplies in California).

p. *Sandoval v. Rite Aid Corp.*, Los Angeles County Superior Court, Case No. BC431249 (granted class certification through contested motion in case on behalf of former pharmacy employees based on late final wage payments in violation of Labor Code §§ 201–203; subsequently granted final approval of class action settlement).

q. *Valencia v. SCIS Air Security Corp.*, Los Angeles Superior Court, Case No. BC421485 (granted class certification through contested motion in case on behalf of former security workers based on late final wage payments in violation of Labor Code §§ 201–203; subsequently granted preliminary approval of proposed class action settlement).

6. I am the owner and managing attorney of Setareh Law Group. All strategic decisions regarding the selection of clients to represent and the major strategic decisions for each client fall to me to make or approve. I bear all of the risk associated with the operation of a law firm. As a result, my scope of responsibility is substantially greater than an attorney of equal years of experience who does not bear these additional obligations.

7. As the above shows, the Setareh Law Group and I have substantial experience in wage-and-hour class action litigation, including actions alleging failure to provide meal and/or rest periods, failure to pay wages, failure to provide accurate wage statements, failure to provide timely final wage payments, and other related claims. We are knowledgeable about the applicable law and have worked diligently to investigate and identify the potential claims in this action. I will continue to commit my firm's resources to further the interests of the Class. Setareh Law Group and I have no known conflicts of interest with Plaintiff or with absent Class Members or aggrieved employees.

PROCEDURAL HISTORY

8. On September 27, 2021, Plaintiff provided notice by electronic upload to the Labor and Workforce Development Agency ("LWDA") and written notice by certified mail to Defendants of his intent to pursue civil penalties under California Labor Code section 2698, *et seq*. ("PAGA"), for alleged violations of the California Labor Code.

9. On March 1, 2022, Plaintiff filed a class and representative action complaint against Defendants (and also against XPO Logistics, Inc. XPO Logistics, LLC and XPO Logistics Supply Chain, Inc.) in San Bernardino Superior Court, Case No. CIVSB2204491, entitled *Adan Ortiz v. Randstad Inhouse Services, LLC et al.* (the "Action"), alleging claims against Defendants for: (1) failure to provide meal periods (Cal. Lab. Code §§ 204, 223, 226.7, 512, 1198); (2) failure to provide rest periods (Cal. Lab. Code §§ 204, 223, 226.7, 1198); (3) failure to pay hourly wages (Cal. Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1, 1198); (4) failure to indemnify (Cal. Lab. Code § 2802); (5) failure to provide accurate written wage statements (Cal. Lab. Code § 226(a)); (6) failure to timely pay all final wages (Cal. Lab. Code §§ 201–203); (7) unfair competition (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and civil penalties (Cal. Lab. Code §§ 2698, *et seq.)*

10. On August 8, 2022, Defendants removed the Action to the United States District Court for the Central District of California, where the Action is currently pending. Plaintiff considered a potential motion to remand upon Defendants' removal and ultimately decided against it after thorough research and evaluation.

11. On or about August 30, 2022, Defendants filed a motion to compel arbitration, which Plaintiff opposed. Defendants' motion to compel arbitration was denied. Defendants filed an appeal. Ultimately, the appeal resulted in a published opinion in Plaintiff's favor. The Ninth Circuit held that warehouse workers are covered by the Federal Arbitration Act's transportation worker exception and affirmed the District Court's order denying Defendants' Motion to Compel Arbitration. *See*

Ortiz v. Randstad Inhouse Services, LLC et al., 2024 WL 1070823 (9th Cir. 2024). However, after the appeal and absent settlement Defendants likely would have filed a new motion to compel arbitration because the Ninth Circuit's separate unpublished opinion allowed them to do so under California law. Under Labor Code section 229, the wage claims would not have been compelled to arbitration, but the meal, rest and expense reimbursement claims may have.

12. Plaintiff has settled the Action on behalf of himself, other allegedly aggrieved employees and as proxy for the State of California, and the following individuals: all current and former non-exempt employees who worked at a facility operated by XPO/GXO in California from March 1, 2018 to May 23, 2025.

13. Plaintiff and Defendants conducted thorough informal discovery prior to resolving the Action. Defendants provided their written policies and practices and a sampling of timekeeping and payroll records. These records allowed Plaintiff to analyze the potential liability of Defendants.

14. Plaintiff retained an expert to create a damages model. From the data and other documents obtained from Defendants pertaining to the Class and Defendants' policies, Plaintiff's expert was able to analyze the data sampling, and Plaintiff was then able to thoroughly assess the merits of each claim.

15. On March 21, 2025, the Parties attended a full-day mediation conducted by an experienced wage and hour mediator, Tripper Ortman.

16. A true and correct copy of the Class, Collective, and Representative Action Settlement Agreement in this matter is attached as **Exhibit 1**. A true and correct copy of the Notice of Class Action Settlement is attached as **Exhibit A** to the Settlement.

17. At the mediation, the Parties debated their legal positions, the likelihood of certification of Plaintiff's claims, and the legal bases for the claims and defenses. At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.

PLAINTIFF'S CLAIMS AND DEFENDANTS' DEFENSES

18. Plaintiff alleges that Plaintiff and putative class members' meal breaks were interrupted, not afforded, and/or shortened. Similarly, employees were not provided with compliant rest periods due to Defendants': (1) policy of not scheduling each rest period as part of each work shift; (2) chronically understaffing each work shift with not enough workers; and (3) imposing so much work on each employee such that it made it unlikely that an employee would be able to take their breaks if they wanted to finish their work on time. Additionally, Plaintiff alleges that Defendants did not pay employees for the off-the-clock work performed, including time spent going through security checks and time spent clocking in. Plaintiff also alleges that Defendants failed to correctly calculate the regular rate of pay to include all applicable remuneration, including non-discretionary "Pandemic" pay and/or attendance bonuses. Plaintiff also alleges that Plaintiff and putative class members were not reimbursed for business expenses, such as cutting tools and uniforms. Finally, Defendants failed to provide accurate wage statements and also failed to timely pay all wages owed on separation of employment to him and other former employees.

19. Defendants deny all of Plaintiff's allegations and contend they have fully complied with all applicable laws and regulations in connection with their employment of Plaintiff and the employees he seeks to represent. Defendants further contend that Plaintiff cannot establish the requirements to certify a class outside of settlement. Defendants state that they had compliant meal and rest policies, that they had valid written meal break waivers for shifts of less than 6 hours, and that their written policies required the employees to report any missed breaks. Defendants contended that this included an opportunity for meal periods of at least 30 minutes within the first 5 hours of work, and 10-minute rest periods for every 3½ hours of work. Defendants argued that this would defeat Plaintiff's claims because, under *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1040 (2012), while an employer must provide employees with the opportunity to take meal and rest breaks, it need not ensure that the employees actually do so; an employer satisfies its obligations if it relieves its employees of all duties, relinquishes control over their activities, and permits them a

reasonable opportunity to take uninterrupted breaks. They argued that Plaintiff's rest period claim is also not amenable to class treatment as there are too many individualized issues for the same reasons. Defendants state that any time spent going through security checks was on the clock. Defendants stated that they properly calculated bonuses and "Pandemic" pay into the regular rate of pay. Defendants maintained that employees were not required to use their own materials and to purchase uniforms. Finally, Defendants contended that because Plaintiff's wage statement, final pay, and UCL claims are entirely derivative of the other claims in this matter, they too would fail for the same reasons.

THE SETTLEMENT IS FAIR, JUST AND RESONABLE

20. Plaintiff and Setareh Law Group have diligently investigated the claims of the members of the settlement class. Plaintiff and Class Counsel concluded, after taking into account the disputed factual and legal issues involved in this Action, the substantial risks attending further prosecution, including risks related to the outcome of certification and possible summary judgment efforts, and the substantial benefits to be received pursuant to the compromise and settlement of the Action as set forth in the Settlement, that settlement on the terms agreed to are in the best interest of Plaintiff and the putative class and are fair and reasonable. Plaintiff's counsel brought to bear a great deal of experience with class actions in negotiating the settlement of this case.

21. One fundamental purpose of the class action device is to promote efficiency. Resolution at this time will forestall the need for additional expensive and time-consuming litigation that could very well result in an outcome less satisfactory than that proposed under this settlement. But, before any other consideration, we have agreed to this Settlement because it is objectively reasonable. The potential for resolution benefits the class members, since they do not have to wait additional years for a similar recovery. The efficiency of this litigation benefits the Court, the Parties and their counsel. A class-wide resolution is the most realistic method for addressing the claims raised in this matter.

22. We have engaged in the necessary investigation in this case that made it

possible for us to exercise informed judgment in those aspects of the settlement process in which we were involved. The exchange of voluminous timeclock and payroll information and wage and hour policy documents, were sufficient to permit Plaintiff's counsel to adequately evaluate the settlement. Plaintiff had more than enough information upon which to evaluate a fair and reasonable settlement amount.

23. In addition to disputing the merits of Plaintiff's claims at trial, Defendants intended to aggressively challenge Plaintiff's case at the certification stage. Defendants believe that Plaintiff could not prevail on a certification motion, while Plaintiff believes the case was viable through to a trial. However, while Plaintiff asserts that this is a viable case for trial, Plaintiff realizes that there are always significant risks associated with certification and trials, and those risks cannot be eliminated in this case. The risks associated with this matter include:

(i) The risk that after the appeal Defendants would file a new motion to compel arbitration because the Ninth Circuit's separate unpublished opinion allowed them to do so under California law. Under Labor Code section 229, the wage claims would not have been compelled to arbitration, but the meal, rest and expense reimbursement claims may have. This would have caused addition delay including potentially further appellate proceedings if a motion to compel arbitration was denied.

(ii) The risk that Plaintiff would not be able to prove liability for alleged failure to provide compliant meal periods and rest breaks; or that to establish liability for the failure to provide compliant meal periods and rest breaks would require an individualized inquiry that would prevent these issues from being resolved on a class and/or collective basis. Defendants contended that interrupted, shortened and/or not afforded meal and rest breaks would necessarily require an individualized inquiry that would prevent this issue from being resolved on a class and/or collective basis. Defendants state that they had compliant meal and rest policies.

(iii) The risk that Plaintiff would be unable to establish liability for alleged unpaid straight time and overtime wages, *see Duran v. US Bank Nat'l Ass'n*, 59 Cal. 4th

1, 39, n. 33 (2014), *citing Dilts v. Penske Logistics, LLC*, No. 08-cv-218-CAB (BLM), 2014 WL 305039 (S.D. Cal. Jan. 21, 2014) (dismissing certified off-the-clock claims based on proof at trial). Defendants have contended, for example, that Plaintiff's allegations for unpaid wages are not subject to common proof since they are based on Plaintiff's allegation that employees were not afforded complaint meal/rest breaks and were required to undergo security checks. Defendants stated that they had policies prohibiting off-the-clock work and relied on employees to keep accurate time.

(iv) The risk that Defendants' challenged employment policies and practices might not ultimately support class certification or a class-wide liability finding, *see*, *Duran*, 59 Cal.4th at 14 & n. 28 (citing Court of Appeal decisions favorable on class certification issue without expressing opinion as to ultimate viability of proposition). Defendants contended, for example, that it did not have a purported policy of not paying required compensation, but rather a policy of paying compensation and of requiring employees to report any unpaid compensable time, and that any failures to report by employees cannot be legally charged to Defendants and in any event involve such highly individualized circumstances as to prevent class certification should this case be litigated. *See, e.g.*, *Morillion v. Royal Packing Co*., 22 Cal. 4th 575, 585 (2000) (employer not required to pay employees for time spent performing work of which the employer had no knowledge).

(v) For the same reasons, liability, damages recovery, and certification risks are heightened given: (1) the risk that uncertainties pertaining to the ultimate legality of Defendants' policies and practices could preclude class-wide awards of statutory penalties under Labor Code section 226(e); (2) the risk that individual differences between settlement Class Members could be construed as pertaining to liability, and not solely to damages, *see*, *Duran*, 59 Cal. 4th at 19; and (3) the risk that class treatment could be deemed improper as to one or more claims except for settlement purposes.

(vi) The risk that lengthy appellate litigation could ensue as to both liability and certification issues, with associated litigation risk and costs, further enhances the value of a confirmed settlement as opposed to unpredictable litigation.

(vii) The risk that any civil penalties award under PAGA could be reduced by the Court in its discretion, which would materially impact the recovery by the Class. *See* Labor Code section 2699(e)(1).

(viii) Although the PAGA penalties calculated by Plaintiff's expert amounts to an extravagant $13,771,260.25, that amount is not likely to bear fruit in this case. Most significantly, the ultimate decision as to the amount of penalties is always up to the discretion of the Court. Labor Code § 2699(e)(2) states: "In any action by an aggrieved employee seeking recovery of a civil penalty available under subdivision (a) or (f), a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Subdivision (a) states, "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3." Subdivision (f) specifies the penalties in instances where the underlying statute does not specify any civil penalty. In other words, where the facts and circumstances of the particular case demonstrate that an unreduced award would be "unjust, arbitrary and oppressive, or confiscatory," the court (or arbitrator) may reduce the award so as to ameliorate any such finding.

In these respects, Defendants strongly deny any liability and the propriety of class certification for any reason other than settlement. Continued litigation of this lawsuit presented Plaintiff and Defendants with substantial legal risks that were (and continue to be) very difficult to assess. In these respects, Defendants strongly deny any liability and the propriety of class certification for any reason other than settlement.

In light of the uncertainties of protracted litigation, the Settlement amount reflects a fair and reasonable recovery for the settlement Class Members. The Settlement amount is, of course, a compromise figure. By necessity, it took into account risks related to liability, damages, class action certification, and all the defenses asserted by the Defendants as to all such matters. Moreover, each Class Member will be given the opportunity to opt out of the Settlement, allowing those who think they have claims that are greater than the benefits they can receive under this Settlement to pursue their own claims.

24. The following chart provides the estimated potential recovery on a class basis that Plaintiff believes he could reasonably achieve *if Plaintiff were to prevail on all claims*[1]:

<u>Plaintiff's Estimated Potential Recovery</u> Putative Class Members: 6,501; Total Workweeks: 73,548; Total Shifts: 307,638 Avg. S.T. rate: $17.27; Avg. OT rate: $23.84		
Claim	**Estimated Potential Recovery**	**Calculations for Estimated Potential Recovery**
Off-the-Clock Work	$876,692.16 *$438,346.08 (discounted estimate)*	73,548 workweeks x 0.5 hours/week off-the-clock x $23.84/hr. Avg. OT rate *Plaintiff's counsel believes it is appropriate to discount this amount by 50% due to the risk of class*

[1] Civil penalties are estimated and interest is not included in this analysis. This is proper because, first, PAGA penalties are discretionary (see Lab. Code § 2699(e)(2) (the court in its discretion "may award a lesser amount than the maximum civil penalty amount specified by this part…")), and courts evaluate the strength of a proposed settlement without taking potential penalties or interest into consideration. (*See Rodriguez v. West Publishing Corp.* (9th Cir. 2000) 563 F.3d 948, 955; see also *Miller v. CEVA Logistics U.S.A., Inc.* (E.D. Cal. Feb. 19, 2015) 2015 WL 729638, at *7(court utilized calculation of a defendant's exposure exclusive of interest and penalties to determine whether the settlement fell within the range of possible approval).)

		certification being denied and the risk of losing at trial.
Meal Period Premiums	$1,247,879.71 *$374,363.91 (discounted estimate)*	289,189 meal period shifts x $17.27/hr. Avg. S.T. rate x 28.37% viol. rate, less $169,001.50 premiums paid *Plaintiff's counsel believes it is appropriate to discount this amount by 70% due to the risk of class certification being denied, the risk of losing at trial, and because this claim could conceivably be compelled to arbitration.*
Rest Period Premiums	$1,047,256.25 *$314,176.87 (discounted estimate)*	303,201 rest period eligible shifts x $17.27/hr. Avg. S.T. rate x 20% viol. Rate *Plaintiff's counsel believes it is appropriate to discount this amount by 70% due to the risk of class certification being denied, the risk of losing at trial, and because this claim could conceivably be compelled to arbitration.*
Reimbursement for Business Expenses	$325,050 *$97,515 (discounted estimate)*	6,501 putative class members assuming each incurred $50 on materials and uniforms. *Plaintiff's counsel believes it is appropriate to discount this amount by 70% due to the risk of class certification being denied, the risk of losing at trial, and because this claim could conceivably be compelled to arbitration.*

Subtotal Damages for Labor Code Violations	**$3,496,878.12** *$1,224,401.86 (discounted estimate)*	
Wage Statement Violations	$3,945,200.00 *$986,300.00 (discounted estimate)*	(2,944 initial violations in 1-year SOL x $50) penalty amount + (39,980 subsequent violations in 1-year SOL x $100), less $200,000 *Plaintiff's counsel believes it is appropriate to discount this amount by 75% due to the risk of class certification being denied, the risk of losing at trial, and the risk that a trier of fact would find Defendant's conduct not willful.*
Waiting Time Penalties	$22,419,223.20 *$5,604,805.75 (discounted estimate)*	5,409 terminated employees x 8 hours a day x $17.27 Avg. Reg. Rate x 30 days penalty *Plaintiff's counsel believes it is appropriate to discount this amount by 75% due to the risk of class certification being denied, the risk of losing at trial, and the risk that a trier of fact would find Defendant's conduct not willful.*
Sub-Total Potential (Excluding PAGA)	$29,861,301.32 *$7,815,507.61 (discounted estimate)*	

PAGA Penalties	$13,771,260.25 *$2,754,252 (discounted estimate)*	$100 per pay period for violation of Lab. Code § 226.7 (rest breaks) with 42,924 pay periods assuming 20% of pay periods had a violation. $858,480. $100 per pay period for violation of Labor Code § 226.7 (meal breaks) with 18,325 pay periods assuming 28.37% of pay periods had a violation. $519,880.25. $250 per pay period penalty for violation of Labor Code § 226(a) for failure to provide accurate wage statements with 42,924 pay periods assuming 50% of pay periods had a violation. $5,365,500. $100 per pay period for violation of Labor Code § 2802 (expense reimbursement) with 5,888 pay periods (assuming each of the 2,944 PAGA members incurred unreimbursed business expenses on 2 pay periods). $588,800. $100 per pay period for violation of Labor Code § 1194 (off the clock violations) with 42,924 pay periods assuming 100% of pay periods had a violation. $4,292,400.00. $50 per pay period for violation of Labor Code § 510 for overtime / regular rate violations with 42,924 pay periods assuming 100% of pay periods had a violation. $2,146,200. *Plaintiff's counsel believes it is appropriate to discount this amount by 80% due to the risk of losing at trial, the risk that a court would restrict the scope of the claim for manageability purposes[2], and the risk that it is within the Court's discretion for reduce PAGA penalties.*

TOTAL	**$43,632,561.57** *$10,569,759.66 (discounted estimate)*

Therefore, the GFV of $1,550,000 is approximately 44% of the potential $3,496,878.12 Labor Code damages. This is an excellent result, well above the amount of many settlements granted final approval by courts within the Ninth Circuit. *See e.g., Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, *12-13 (N.D. Cal. 2015) [7.3% of the "estimated trial award"]; *In re Toys R Us-Del., Inc.-Fair & Accurate Credit Transactions Act (FACTA) Litig.*, 295 F.R.D. 438, 453-54 (C.D. Cal. 2014) [(3%]; *In re LDK Solar Secs. Litig.*, 2010 U.S. Dist. LEXIS 87168, *6 (N.D. Cal. 2010) [5% of "plaintiff's expert estimated damages"]. Of course, it should not be surprising that a settlement yields less than what the class could theoretically have recovered at trial. *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1242 (9th Cir. 1998) ["the very essence of a settlement is compromise, a yielding of absolutes and an abandoning of highest hopes"].

On a risk discounted basis, counsel estimates that the realistic total estimated exposure for all causes of actions is $10,569,759.66.

Plaintiff's expert calculated the potential PAGA penalty exposure to be $13,771,260.25. On a risk discounted basis, counsel estimates that the realistic total estimated exposure for PAGA penalties is $2,754,252. The Agreement provides for payment to the LWDA of $75,000, which is 75% of the PAGA allocation under the settlement. (Agreement ¶ 52). Admittedly, the PAGA allocation of $100,000 is a small

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[2] In PAGA cases there is a risk that when the representative claims are tried, the trial court would exercise its discretion under E*strada v. Royalty Carpet Mills, Inc*., 15 Cal.5th 582 (2024) to either limit the scope of the PAGA case and/or limit the evidence that could be presented in order to address any manageability concerns.

percentage of the possible $2,754,252 risk discounted PAGA exposure (3.6% of what might be awarded). However, that is permissible in this case because the settlement of the underlying wage and hour claims is robust, and that serves the deterrent purpose of the PAGA statute. *O'Connor v. Uber Technologies, Inc.,* 201 F.Supp.3d 1110, 1135 (N.D. Cal. 2016): "By providing fair compensation to the class members as employees and substantial monetary relief, a settlement not only vindicates the rights of class members as employees but may have a deterrent effect upon the defendant employee and other employers, an objective of PAGA."

The Settlement should be approved because it confers a substantial benefit on Class Members, while proceeding with litigation would impose significant risk with no guarantee of increased benefits.

25. The Settlement is the product of arm's-length negotiations between the Parties occurring throughout the litigation. In light of the uncertainties of protracted litigation and the state of the law regarding the legal positions of the Parties, the settlement amount reflects the best feasible recovery for the members of the settlement classes. The settlement amount is, of course, a compromise figure. By necessity it took into account risks related to liability, damages, and all the defenses asserted by the Defendants. Moreover, each California Class Member will be given the opportunity to opt out of the Settlement, allowing those who think they have claims that are greater than the benefits they can receive under this Settlement, to pursue their own claims. With approximately 6,501 persons in the settlement class the average gross recovery will be roughly **$238.42** per class member. These values of this amount fall well within the range of reasonableness. Given the strong case that Defendants could bring to bear to challenge certification and liability, this is not an inconsequential sum.

26. The Gross Value Fund is fully consistent with any risk at this stage in the litigation. While Plaintiff would certainly have preferred to recover even more (and Defendants would have preferred to pay far less or zero), this outcome is in line with a carefully constructed estimate of the current fair value of the case. On that basis, it would

be unwise to pass up this settlement opportunity.

CLASS CERTIFICATION

27. Plaintiff Mr. Ortiz is typical of the Settlement Class. Plaintiff is a former employee of Defendants who worked at their warehouse. Plaintiff worked as a non-exempt employee in California during the Class Period. Plaintiff's claims are typical of the Settlement Class proposed in this settlement. Like other class members, Plaintiff experienced work under policies and procedures impacting wage and hour compliance.

28. Common issues exist. Here, class members share common questions of law and fact which include, but are not limited to: (1) Did Defendants afford compliant meal/rest breaks? (2) Did Defendants properly calculate Class Members' regular rate of pay? (3) Did Defendants pay all hourly wages owed to Class Members? and (4) Did Defendants reimburse for necessary expenditures? Here, Class Members have shared a common interest in determining whether Defendants violated wage and hour requirements. The factual and legal issues are the same for all of the identified class members, including Plaintiff.

29. There are common issues that may predominate over individual issues in this litigation. For example: (1) whether all meal periods and rest breaks were provided in accordance with the requirements of California law; (2) whether employees were paid for all hours worked; (3) whether employees were reimbursed for their necessary business expenses; and (4) whether Defendants have any viable class-wide defenses to the class claims.

30. My declaration, in the paragraphs above, summarizes the firm's experience that establishes its adequacy to represent the settlement class. Plaintiff's counsel has no known conflicts of interest with absent Settlement Class Members. Plaintiff has demonstrated, through his participation in this action, his willingness to serve as a representative for the Class. Plaintiff has no known conflict of interest with absent Settlement Class Members and has agreed to place the class's interests above his own. Plaintiff's actions also demonstrate his adequacy.

31. By consolidating all of these potential individual actions into one proceeding, this Court's use of the class action device enables it to manage this litigation in a manner that serves the economics of time, effort and expense for the litigants and the judicial system. Absent class treatment, similarly-situated employees with small but potentially meritorious claims for damages would, as a practical matter, have no means of redress because of the time, effort and expense required to prosecute individual actions. Moreover, in the context of settlement, superiority concerns are almost non-existent, since case management is controlled and a methodology for trial need not be identified.

THE SETTLEMENT AGREEMENT IS THE ONLY AGREEMENT REGARDING THE PROPOSED SETTLEMENT

32. The Settlement Agreement attached hereto as Exhibit 1 is the only agreement concerning the proposed settlement.

SELECTION OF PROPOSED SETTLEMENT ADMINISTRATOR

33. The Parties selected ILYM Group, Inc. as the Settlement Administrator in this case. Plaintiff obtained three bids from administrators, Simpluris, ILYM Group, and Phoenix. ILYM's bid was the most comprehensive and very competitive. Further, in my experience, ILYM is a competent administrator who is responsive and diligent.

34. ILYM's capped bid to administer the settlement is $29,950.

ATTORNEY FEES AND EXPENSES

35. Attorneys at Setareh Law Group have spent many hours on this case from its inception through the present. This includes, but is not limited to, reviewing documents produced by Defendants, opposing the motion to compel arbitration, opposing Defendants' appeal, opposing the motion to stay, working with Plaintiff's expert, drafting the mediation brief and preparing extensively for the mediation, working with Defendants to draft the settlement papers, and drafting the motion for approval.

36. When this case was taken on a contingent fee basis, with the firm agreeing to assume responsibility for litigation costs, the ultimate result was far from certain. In the course of this litigation, Setareh Law Group paid filing fees, expert costs, and

mediation costs. Setareh Law Group has incurred over $21,000 in costs in this case to date, including expert costs of $2,000. There was never a guarantee that Setareh Law Group would recoup those expenditures. The firm took on this case, which necessarily required the firm to forego other opportunities, given finite resources to devote to cases.

37. Because of the uncertainty of the outcome in this and other wage and hour litigation undertaken by Setareh Law Group, we took this case with the expectation that a risk enhancement, either in the form of a lodestar multiplier or a percentage of the fund award equivalent thereto, would be available if we prevailed. This expectation stems from the fact that many cases we undertake as putative class actions do not resolve successfully. Many examples of cases where long delays, individual arbitration orders, or outright failures precluded a recovery are as follows:

a. *Jefferson v. ABM Janitorial Services-South Central, Inc.*, Case No RG16832708 (Alameda County Superior Court): Motion to compel individual arbitration granted in putative wage and hour class action on March 14, 2017;

b. *Solis v. Ameri-Force Management Services, Inc.*, Case No. 37-2014-00013506-CU-OE-CTL (San Diego Superior Court): Motion for class certification denied and appeal decided adversely to Plaintiff;

c. *Castro v. Cedars-Sinai Health System*, Case No. BC675795 (Los Angeles Superior Court): Putative class action Ordered to individual arbitration;

d. *Troester v. Starbucks Corporation*, Case No. 2:12-CV-07677-GAF-PJW (Central District): Filed in **2012**, the District Court granted summary judgment for Defendants, plaintiff appealed, and the Ninth Circuit certified a question of law to the California Supreme Court, which accepted the question and recently decided that matter nearly six years later;

e. *Rodriquez v. Taco Bell Corp.*, Case No. 1:13-CV-01498-SAB (Eastern

District): Filed in **2013**, the District Court granted summary judgment, which plaintiff appealed. The matter was recently decided adversely to Plaintiff after argument;

f. *Nichols v.* Northrop Grumman Systems Corporation, Case No. 17CV317207 (Santa Clara Superior Court): Defendants' request to compel individual arbitration was stayed pending outcome of *Morris v. Ernst & Young LLP*, 834 F.3d 975 (9th Cir. 2016);

g. *Perry v. John Stewart Company*, Case No. CGC-17-558785 (San Francisco Superior Court): Ordered to individual arbitration;

h. *Gilberg v. California Check Cashing Stores, Inc.*, Case No. 2:15-CV-02309-JAM-AC (Eastern District): After motion for summary judgment by defendants granted in putative class action, matter was decided in the Ninth Circuit after appeal by plaintiff; and,

i. *Watterson v. Garfield Beach CVS LLC*, Case No. 14–cv–01721–HSG (Northern District): Summary judgment granted in putative wage and hour class action, and subsequently affirmed on appeal to the Ninth Circuit.

38. In the past 5 years, Setareh Law Group has settled many dozens of wage & hour class actions. Here, Class Counsel seeks no more than 33 1/3% of the settlement amount in fees. This is consistent with common practice, consistent with Ninth Circuit practice, consistent with analogous California law approving the percentage of the fund method to award fees from a common fund, *Laffitte v. Robert Half International, Inc*., 1 Cal.5th 480, 503 (2016), and not inappropriate in light of the many hours expended by attorneys performing work for Plaintiff before and after the filing of this matter.

CLASS SIZE

39. The estimated class size is approximately 6,501. Defendants maintain

personnel, payroll, and timekeeping data that includes information such as hire date, termination date (if applicable), and work location allowing for identification of all individuals who worked for Defendants as non-exempt employees during the class period. Based on this data, Defendants have identified approximately 6,501 employees who would be part of the proposed settlement Class.

NOTICE TO LWDA

40. Concurrently with the filing of this motion, my office uploaded the motion and all exhibits to the website of the Labor Workforce Development Agency.

SERVICE AWARD

41. The requested service award of $10,000 to Plaintiff Adan Ortiz is warranted. Plaintiff spent considerable time speaking with his counsel, gathering documents, participating in discussions regarding settlement, and reviewing the Settlement. Plaintiff also took on the risk of facing a potential costs award and the risk that being involved in litigation would be viewed unfavorably by potential employers.

I declare under the penalty of perjury of the laws of the State of California that the foregoing is true and correct to the best of my knowledge. Executed March 6, 2026 in Beverly Hills, California.

ID 1nPqRcvCikYsZeR5vJFDuset

Shaun Setareh

eSignature Details

Signer ID:	**1nPqRcvCikYsZeR5vJFDuset**
Signed by:	Shaun Setareh
Sent to email:	shaun@setarehlaw.com
IP Address:	45.50.237.253
Signed at:	Mar 6 2026, 5:58 pm PST

EXHIBIT 1

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[*Additional Counsel Listed on Next Page*]

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

ADAN ORTIZ, on behalf of himself, all others similarly situated, and the general public, Plaintiffs, v. RANDSTAD INHOUSE SERVICES, LLC; RANDSTAD NORTH AMERICA, INC.; XPO LOGISTICS, INC.; XPO LOGISTICS, LLC; XPO LOGISTICS SUPPLY CHAIN, INC.; and DOES 1 through 50, inclusive, Defendants.	Case No. 5:22-cv-1399 TJH (SHKx) **CLASS, COLLECTIVE, AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT**

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Attorneys for Defendants XPO LOGISTICS, INC.; XPO LOGISTICS, LLC and XPO LOGISTICS SUPPORT CHAIN, INC.

This Class, Collective, and Representative Action Settlement Agreement is entered into by and between Plaintiff Adan Ortiz individually, on a representative basis, on behalf of all others similarly situated, aggrieved employees, and the interests of the California Labor and Workforce Development Agency ("LWDA") and Defendants Randstad Inhouse Services, LLC and Randstad North America, Inc. (collectively "Randstad"), subject to the terms and conditions hereof and the Court's approval.

I. DEFINITIONS

1. "Action" means and refers to the action entitled *Adan Ortiz v. Randstad Inhouse Services, LLC et al.,* United States District Court for the Central District of California Case No. 5:22-cv-01399-TJH-SHK.

2. "Agreement," "Settlement" or "Settlement Agreement" shall mean this Class, Collective, and Representative Action Settlement Agreement and Release of Claims, including any attached Exhibits.

3. "Attorney's Fees and Cost Award" shall have the meaning ascribed to it in Paragraph 50 below.

4. "Class Counsel" refers to Setareh Law Group.

5. "Class Data" means a complete list that Randstad will diligently and in good faith compile from all available records and provide to the Settlement Administrator on one spreadsheet and shall include the following information for the Settlement Class Members and PAGA Group Members: employee identification numbers; full names; last known addresses; Social Security Numbers; the total number of weeks worked during the PAGA Period for each PAGA Group Member and the total number of weeks worked during the Class Period for each Settlement Class Member.

6. "Class Period" is deemed to be any time during the period March 1, 2018, through May 23, 2025.

7. "Class Representative" or "Plaintiff" means and refers to Adan Ortiz.

8. "Class Settlement Fund" shall have the meaning ascribed to it in Paragraph 46 below.

9. “Court” means the United States District Court for the Central District of California.

10. “Defense Counsel” means and refers to Seyfarth Shaw LLP.

11. “Effective Date” refers to the date upon which both of the following have occurred: (i) approval of the Settlement is granted by the United States District Court for the Central District of California, or other court assuming jurisdiction of this matter, and (ii) the Court’s Judgment approving the Settlement becomes Final. Final shall mean the latest of: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court, or, (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

12. “Enhancement Payment” means the amount approved by the Court to be paid to Plaintiff in addition to his Individual Settlement Payment as a Participating Class Member.

13. “Final Approval” refers to the order of the Court granting final approval of this Settlement Agreement and entering a judgment approving this Agreement on substantially the terms provided herein or as the same may be modified by subsequent agreement of the Parties.

14. “Gross Fund Value” shall have the meaning ascribed to it in Paragraph 44 below.

15. “Individual Settlement Payment” shall have the meaning ascribed to it in Paragraph 47 below.

16. “LWDA Payment” means the portion of the PAGA Fund to be paid to the LWDA.

17. “Notice” means the notice of settlement of class action that will be sent to the Settlement Class Members, a copy of which is attached as Exhibit A.

18. "Notice Response Deadline" is 45 calendar days from the date the Notice is mailed to the Settlement Class Members.

19. "Objecting Settlement Class Member" means a Settlement Class Member who submits a valid and timely objection to the terms of this Agreement with respect to the Settled Class Claims, pursuant to Paragraph 63(c) below.

20. "PAGA Fund" means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency ("LWDA") in connection with the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"), as well as the individual PAGA payment allocated to each PAGA Group Member.

21. "PAGA Group Member" means all current and former non-exempt employees of Randstad who worked at a facility operated by XPO/GXO. in the State of California during the PAGA Period.

22. "PAGA Period" is deemed to be any time during the period of December 26, 2020, through May 23, 2025.

23. "PAGA Settlement Fund" means the portion of the PAGA Fund from which payments will be made to each PAGA Group Member.

24. "Participating Class Member" means any and all Settlement Class Members who are deemed to participate, who will receive an Individual Settlement Payment, and who do not opt-out by submitting a timely valid Request for Exclusion.

25. "Parties" mean Plaintiff, the Settlement Class, and Randstad, collectively.

26. "Preliminary Approval Date" means the date the Court approves the Settlement Agreement, and the exhibits thereto, and enters the Preliminary Approval Order.

27. "Preliminary Approval Order" means the judicial Order to be entered by the Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement and providing for the issuance of the Notice to the Settlement Class, an opportunity to opt out of the Settlement, an opportunity to submit timely objections to the

Settlement, and setting a hearing on the fairness of the terms of Settlement, including approval of attorneys' fees and costs. Randstad will not object to Plaintiff's motion for preliminary approval, but will be provided with an opportunity to review and comment upon the motion at least seven days before it is filed.

28. "QSF" means the Qualified Settlement Fund set up by the Settlement Administrator for the benefit of the Final Settlement Class, and from which the settlement payments shall be made, and which is intended to be a fund that qualifies under Internal Revenue Code Sec. 468.

29. "Released Parties" means Randstad Inhouse Services, LLC and Randstad North America, Inc. and all of their present and former parent companies, subsidiaries, affiliates, customers, joint employers, and joint ventures, and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them.

30. "Release" shall mean the release and discharge of the Released Class Claims by Plaintiff and all of the Participating Class Members and the release and discharge of the Released PAGA Claims by Plaintiff and all of the PAGA Group Members.

31. "Request for Exclusion" means and refers to a valid and timely request for exclusion from the Settlement of the Settled Class Claims, which may be submitted by any Settlement Class Member, other than Plaintiff, pursuant to Paragraph 73 below.

32. "Released Class Claims" includes all causes of action and claims that (1) were pled or (2) could have been pled, based on, or which arise out of the facts alleged in the Action. This includes claims arising under California Labor Code sections 201-203, 204, 210, 223, 225.5, 226, 226.3, 226.7, 510, 512, 558, 117, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2810.3, the applicable IWC Wage Order, the California Unfair Competition Law, Business and Professions Code section 17200 et seq., and the Fair Labor Standards Act ("FLSA"), 29 U.S.C. section 201, et seq. The Released Claims will include claims under the FLSA for those individuals, and only those individuals, who

cash a check issued pursuant to this Settlement as they will be deemed to have opted into a release of related FLSA claims.

33. "Released PAGA Claims" include all claims under the California Private Attorneys General Act of 2004 ("PAGA") alleged in the operative complaint or claims that could have been alleged based on the facts pertaining to Plaintiff and the PAGA Group Members. This includes, but is not limited to PAGA claims based on California Labor Code sections 201-203, 204, 210, 223, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2810.3, and the applicable IWC Wage Order.

34. "Settlement Administrator" means and refers to ILYM, the third-party class action settlement administrator based on low bid or mutually agreed to by the Parties that will provide the Notice Packet to the Class Members and distribute the settlement amounts as described in this Agreement.

35. "Settlement Administration Costs" means the costs payable from the Gross Fund Value to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, and deposit of the employee and employer share of payroll taxes, unclaimed property due diligence, reporting and remittance obligations, distributing the Gross Fund Value, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs shall be paid from the Gross Fund Value, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement.

36. "Settlement Class" consists of all current and former non-exempt employees of Randstad who worked at a facility operated by XPO/GXO in the State of California during the Class Period.

37. "Settlement Class Member" or "Class Member(s)" refers to individual members of the Settlement Class.

38. "XPO/GXO" collectively refers to XPO, Inc. (fka XPO Logistics, Inc.); RXO Capacity Solutions, LLC (fka XPO Logistics, LLC); GXO Logistics Supply Chain, Inc. (fka XPO Logistics Supply Chain, Inc.); and/or GXO Logistics, Inc.

II. RECITALS

39. Randstad denies Plaintiff's claims and allegations and contends that the Action is not suitable for class or conditional certification or manageable as a class or representative action.

40. Plaintiff believes he can proceed with his representative, collective, and class claims, that the Action is meritorious, and that class and conditional certification are appropriate.

41. The Parties have conducted a thorough investigation into the facts of the Action. In preparation for mediation, the Parties exchanged discovery informally, including Randstad's written policies and practices and the production of payroll and timekeeping records for Settlement Class Members. Class Counsel represents, and Randstad understands, that each has diligently pursued an investigation of the proposed Settlement Class Members' and PAGA Group Members' claims against Randstad and are both knowledgeable about the claims and damages, and have done extensive research with respect to the applicable law and potential defenses to the claims. Based on the foregoing data and on their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Randstad for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class Members and PAGA Group Members/LWDA in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Randstad, and numerous potential appellate issues.

42. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts to be performed or judgments to be entered pursuant to the terms of the Settlement and Agreement, shall be construed as an admission by Randstad of any

wrongdoing or violation of any statute or law or liability on the claims or allegations in the Action.

43. For settlement purposes only, Randstad stipulates to class and conditional certification of the Settlement Class. If there is no judicial approval for the entirety of this Settlement, then the Parties will not stipulate to class and collective certification, and no Party will be estopped as a result of any motion for settlement approval.

III. MONETARY TERMS OF SETTLEMENT

44. Gross Fund Value: Except as set forth in Paragraph 45, Randstad shall pay no more than the sum of $1,550,000 to settle this Action. Randstad's portion of employer taxes on the settlement payments will be made separate from the Gross Fund Value.

45. Escalator Clause: Randstad estimates there are a total of 73,548 weeks worked between March 1, 2018 and March 21, 2025. If the number of weeks worked by Class Members during the Class Period exceeds 73,548 by more than ten percent (i.e., 80,903) as of the end of the Class Period, then Randstad will select from one of the following two options: (1) the Gross Fund Value shall increase on a pro-rata basis equal to the percentage increase in the number of workweek above 80,903 or (2) the Class Period and PAGA Period will end on the last date the number of workweeks does not exceed 80,903.

46. Class Settlement Fund: The "Class Settlement Fund" is defined as the Gross Fund Value less the Attorneys' Fees and Costs Award, as approved and awarded by the Court, the Enhancement Payment, as approved and awarded by the Court, the Settlement Administration Costs, as approved and awarded by the Court, and the PAGA Fund. If the Court reduces the Attorneys' Fees and Costs Award, Enhancement Award, or Settlement Administrator Costs, or either increases or decreases the amount allocated to the PAGA Fund, the Class Settlement Fund shall be increased or decreased accordingly, and the increase or decrease shall not impact the validity and enforceability of the Settlement.

47. Individual Settlement Payments for the Settlement Class: The pro rata portion of the Class Settlement Fund shall be determined by dividing the total number of

weeks worked during the Class Period into the Class Settlement Fund to arrive at a value per workweek for each eligible Settlement Class Member. The value per workweek shall be multiplied by the number of workweeks worked by each Settlement Class Member during the Class Period to determine the pro rata portion of the Class Settlement Fund to be paid to each Settlement Class Member ("Individual Settlement Payments").

48. Allocation of Individual Settlement Payments: The Individual Settlement Payments will be allocated based on the allegations in the Action as follows: 35% will be allocated to W-2 income and subject to withholding of all applicable local, state and federal taxes; 65% to 1099 income from which no taxes will be withheld. The Settlement Administrator will issue to each Participating Class Member an Internal Revenue Service Form W-2 and comparable state forms with respect to the wage allocation and a Form 1099 with respect to the penalties and interest allocations.

49. Enhancement Payment to Plaintiff: Class Counsel will request that the Court approve an Enhancement Payment to Plaintiff in an amount not to exceed $10,000. Distribution of this enhancement payment shall be made at the discretion of the Court. Randstad will not oppose any request for an enhancement payment to Plaintiff in an amount not to exceed $10,000 to Plaintiff. Plaintiff will be issued IRS Form 1099 in connection with this payment and shall be solely and legally responsible to pay any and all applicable taxes on this payment. Should the Court approve a lesser amount for the Service Payment, the difference shall be added to the Class Settlement Fund to be distributed to the Participating Class Members.

50. Attorneys' Fees and Costs Award: Class Counsel shall request that the Court approve an award of attorneys' fees in an amount not to exceed 33 1/3% of the Gross Fund Value, and costs in the amount actually incurred but not to exceed $75,000. Randstad will not oppose this request. Attorneys' fees and costs shall be paid out of the Gross Fund Value. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the Court. The Court's approval of fees and costs requested by Class 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 Class 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 Class Counsel does not give Plaintiff or Class Counsel any basis to abrogate the settlement. Any amount of an attorneys' fees and costs award requested by Class Counsel but unapproved by the Court shall be allocated to the Class Settlement Fund.

51. Settlement Administration Costs: The fees and other charges of the Settlement Administrator will be paid from the Gross Fund Value, not to exceed $35,000 unless approved by all Parties and the Court.

52. PAGA Fund: The Parties agree that $100,000 is allocated to PAGA Fund and is to be paid from the Gross Fund Value, subject to Court approval. Class Counsel shall request that the Court approve an LWDA Payment, to be paid from the PAGA Fund, not to exceed $75,000 in satisfaction of civil penalties under the Private Attorney General Act of 2004 ("PAGA") and a PAGA Settlement Fund, to be paid from the PAGA Fund, of $25,000. The pro rata portion of the PAGA Settlement Fund paid to each PAGA Group Member shall be determined by dividing the total number of weeks worked during the PAGA Settlement Period into the PAGA Settlement Fund to arrive a value per workweek for each eligible PAGA Group Member. The value per workweek shall be multiplied by the number of workweeks worked by each PAGA Group Member during the PAGA Settlement Period. Randstad's payroll records shall be determinative for purposes of calculating the number of workweeks during the Class Period and PAGA Period. The payments to each PAGA Group Member shall be treated entirely as 1099 income.

53. Funding of the Gross Fund Value. Randstad shall deposit the Gross Fund Value into the QSF within fifteen (15) calendar days after the Effective Date. Randstad shall also deposit its share of employer payroll taxes as calculated and directed by the Settlement Administrator into the QSF within fifteen (15) calendar days after the Effective Date, which shall be distributed and reported by the Settlement Administrator.

54. Distribution of Funds. No later than twenty-one (21) calendar days after the Effective Date, the Settlement Administrator will mail the Individual Settlement Payments to the Participating Class Members, the payment to Class Counsel for the Attorneys' Fees and Costs Award, any Enhancement Award to Plaintiff, the LWDA Payment, the pro rata share of the PAGA Settlement Fund to PAGA Group Members, and will pay itself the Settlement Administration Costs.

55. Deadline for Cashing Settlement Checks. Participating Class Members and PAGA Group Members shall have 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks. If any Participating Class Member's or PAGA Group Member's check is not cashed within that period, the check will be void and a stop-payment will be issued, and the Settlement Administrator shall issue the unclaimed funds to the California State Controller's Office in the name of the Class Member or PAGA Member, pursuant to applicable unclaimed property law, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384.

56. No Tax Advice: Plaintiff, Class Counsel, Randstad, and Defense Counsel are not providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

IV. RELEASE BY PARTICIPATING CLASS MEMBERS AND PAGA GROUP MEMBERS

57. Settled Class Claims. Upon entry of the Final Approval Order and funding of the Gross Fund Value, as well as employer side taxes, Plaintiff and the Participating Class Members will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Period.

58. Released PAGA Claims. Upon entry of the Final Approval Order and funding of the Gross Fund Value, as well as employer side taxes, Plaintiff, the Labor Commissioner/LWDA on behalf of the State of California, and all PAGA Group

Members will forever completely release and discharge the Released Parties from the Released PAGA Claims through the PAGA Period.

V. RELEASE BY PLAINTIFF

59. As a material inducement to Randstad to enter into this Settlement Agreement, Plaintiff does hereby, for himself and for his respective spouses, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assigns forever and completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Agreement, whether known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to Plaintiff's employment with Randstad or the remuneration for or termination of such employment.

60. Without limiting the generality of the foregoing, this general release by Plaintiff includes all claims or rights arising out of alleged violations of any contracts, express or implied (including but not limited to any contract of employment); any contract or covenant of good faith or fair dealing (express or implied); any tort, including negligence, fraud, misrepresentation under California Labor Code 970, negligent infliction of emotional distress, intentional infliction of emotional distress, and defamation; any "retaliation" claims; any claims relating to any breach of public policy; and all federal, state, local and other governmental statutory claims, regulations, and ordinances, and federal and state common law claims (including but not limited to those for contract, tort and equity), including without limitation the Age Discrimination in Employment Act, the Fair Labor Standards Act, the California Constitution, the California Unfair Competition Act (California Business and Professions Code section 17200 et seq.), Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and

national origin discrimination or harassment, including retaliation for reporting discrimination or harassment), sections 503 and 504 of the Rehabilitation Act of 1973 (disability discrimination), the Equal Pay Act, 29 U.S.C. § 209(4)(1) (equal pay), the Americans with Disabilities Act, 42 U.S.C. § 12100 *et seq.* (disability discrimination), the Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.* (family/medical leave), the California Fair Employment and Housing Act, Cal. Gov't Code § 12900, *et seq.* (discrimination or harassment in employment and/or housing, including discrimination or harassment based on race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, sex (including pregnancy), sexual orientation, genetic, or age, including retaliation for reporting discrimination or harassment), the California Family Rights Act, Cal. Gov't Code § 12945.1, *et seq.* (family/medical leave), the California Labor Code or any Industrial Welfare Commission Wage Order, Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment), Executive Order 11141 (age discrimination), and the Employee Retirement Income Security Act, 29 U.S.C. § 1000, *et seq.* (employee benefits).

61. Plaintiff expressly waives and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and do so understanding and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of the State of California states:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all parties, Plaintiff expressly acknowledges that this Settlement Agreement is intended to include in its effect, without limitation, all claims whether known or unknown, suspected or unsuspected, contingent or non-contingent, that now exist, upon any theory of law or equity, including without limitation, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, in favor of Plaintiff against the Released Parties, or any of them, for the time period from the beginning of time to the execution of this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, other claims that may not be released by law, or to Plaintiff's individual claims against XPO, Inc. (fka XPO Logistics, Inc.); RXO Capacity Solutions, LLC (fka XPO Logistics, LLC); GXO Logistics Supply Chain, Inc. (fka XPO Logistics Supply Chain, Inc.) or related entities which are being settled individually pursuant to a separate agreement.

VI. NOTICE PROCESS

62. Settlement Administrator. The Parties will mutually select a Settlement Administrator, which will administer this Settlement, and will issue to Settlement Class Members forms W-2 (for wage payments) and forms 1099 (for penalties and interest) for all amounts paid under this settlement, making all deductions and withholdings required under law. The Settlement Administrator shall furnish its own Employer ID Number and calculate all settlement checks and payroll deductions and withholdings required under law based on information that will be confidentially furnished by Randstad. The Settlement Administrator also will establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Service Code for the purpose of administering the settlement.

63. Class Data. Within 21 days after entry of the Preliminary Approval Order, Randstad shall provide the Class Data to the Settlement Administrator. The Settlement Administrator will run a check of the Settlement Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List. The Class Data provided to the Settlement Administrator will remain confidential, shall be used solely to administer the Settlement, and it will not be used or disclosed to anyone (including Class

Counsel), except as required by applicable tax authorities, pursuant to Randstad's express written consent, or by order of the Court.

64. Notice. The Notice, as approved by the Court, shall be sent by the Settlement Administrator to the Settlement Class Members, by first class mail, in English and Spanish, within fourteen (14) calendar days following the Settlement Administrator's receipt of the Class Data. The Settlement Administrator shall use standard devices, including a skip trace, to obtain forwarding addresses of Settlement Class Members if any envelopes are returned.

65. Returned Notices. The Settlement Administrator will take steps to ensure that the Notice is received by all Settlement Class Members, including utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of and, if possible, update a mailing address. Notices will be re-mailed to any Settlement Class Member for whom an updated address is located within ten (10) calendar days following both the Settlement Administrator learning of the failed mailing and its receipt of the updated address. No Notices will be re-mailed after the Notice Response Date. The Notice shall be identical to the original Notice, except that it shall notify the Settlement Class Member that the exclusion (opt-out) request or objection must be returned by the later of the Notice Response Deadline or fifteen (15) days after the remailing of the Notice.

66. Disputes Regarding Information on Notices. Settlement Class Members are deemed to participate in the Settlement, unless they opt-out, and PAGA Group Members may not opt out of the Settled PAGA Claims. The Notice will inform Settlement Class Members and PAGA Group Members of his/her estimated Individual Settlement Payment and the number of weeks worked during the Class Period and PAGA Period. Settlement Class Members may dispute the number of weeks worked and PAGA Group Members may dispute the number of weeks worked during the PAGA Period by submitting evidence to the Settlement Administrator prior to the Notice Response

Deadline. The Class Data will be presumed determinative absent reliable evidence to rebut it.

67. Settlement Class Members' Rights. Each Settlement Class Member will be fully advised of the Settlement, the ability to object to the provisions in the Settlement related to the Settled Class Claims, and the ability to opt-out or request exclusion from the Settlement with respect to the Released Class Claims. The Notice will inform the Settlement Class Members of the Court-established deadlines for filing objections or requesting exclusion from the Settlement with respect to the Released Class Claims.

68. Requests for Exclusion from Participating in the Settlement Class. Any Settlement Class Member, other than Plaintiff, may request to be excluded from the Settlement Class by submitting a "Request for Exclusion," postmarked on or before the Notice Response Deadline. The Request for Exclusion should state in substance:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE ORTIZ V. RANDSTAD LAWSUIT"

To be valid, any Request for Exclusion must include the full name, address, telephone number, last four digits of the social security number or date of birth, and signature of the Settlement Class Member requesting exclusion. The Request for Exclusion must be returned by mail to the Settlement Administrator at the specified address. Any such Request for Exclusion must be made in accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only if postmarked by the Notice Response Deadline, unless the Parties otherwise agree in writing. Any Settlement Class Member who timely requests exclusion in compliance with these requirements: (i) will not have any rights under this Agreement with respect to the Released Class Claims, including the right to object, appeal, or comment on the Settlement; (ii) will not be entitled to receive any payments under this Agreement for the Released Class Claims; and (iii) will not be bound by this Agreement, or the Judgment, with respect to the Released Class Claims. However, Requests for Exclusion will be not be rejected due to technical non-compliance with the above if the request contains enough information that the Settlement Class Member requesting exclusion can be identified. Any PAGA Group Member who requests timely exclusion will still be subject to the Released PAGA Claims to the fullest extent permitted by law and shall be sent his or her share of the PAGA Settlement Fund.

69. Right to Revoke. Randstad shall retain the right, in the exercise of its sole discretion, to nullify the settlement within fifteen (15) calendar days after expiration of the opt out period, if ten percent (10%) or more of the Class Members opt out of this settlement. If this right is exercised, Randstad will be responsible for any administrative costs incurred.

70. Binding Effect on Participating Class Members. Except for those Settlement Class Members who exclude themselves in compliance with the procedures set forth above, all Settlement Class Members will: (i) be deemed to be Participating Class Members for all purposes under this Agreement; (ii) will be bound by the terms and conditions of this Agreement, the Judgment, and the releases set forth herein.

71. Objections to Settlement of the Settled Class Claims. Any Participating Class Member, other than Plaintiff, may object to the terms of this Agreement, except as to the Settled PAGA Claims. To object, a Participating Class Member shall inform the Settlement Administrator, in writing, of his or her objection by submitting a written objection postmarked by the Notice Response Deadline at the address set forth in the Notice. Such objection shall include the objecting Participating Class Member's full name, address, telephone number, and dates of employment with Randstad, the case name and number, the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof, and, if the objecting Participating Class Member is represented by counsel, the name and address of his or her counsel. The Settlement Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within three (3) calendar days of receipt, and the Settlement Administrator shall attach the same to its declaration of due diligence and file with the Court prior to the Final Approval Hearing.

Any Participating Class Member who files an objection remains eligible to receive monetary compensation from the Settlement. Plaintiff and Randstad shall not be responsible for any fees, costs, or expenses incurred by any Participating Class Member and/or his or her counsel related to any objections to the Settlement. PAGA Group Members may not object to or opt-out of the Settlement with respect to the PAGA Claims.

72. Opt-In Language. Opt-in and release language regarding the release of the Settled Class Claims arising under the Fair Labor Standards Act will be printed on the settlement checks issued to Participating Class Members, with instructions that endorsing, cashing, depositing, or otherwise negotiating such check constitutes consent under the Fair Labor Standards Act to opt into the release of Settled Class Claims arising under the Fair Labor Standards Act. The language to be included will be substantially similar to the following:

> "My endorsing, cashing, or depositing of this check constitutes my consent to join the lawsuit entitled Adan Ortiz v. Randstad Inhouse Services, LLC et al, pending in the United States District Court for the Central District of California, Case No. 5:22-CV-01399-TJH-SHK, pursuant to the provisions of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. Section 216(b)."

VII. OTHER TERMS

73. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

74. Parties' Authority. The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

75. No Publicity. Neither the Plaintiff nor Class 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 or any other social media, Class Counsel's or any other website. Breach of this provision shall entitle Randstad in the exercise of their discretion, to nullify the settlement at any time before final approval by the Court. Should Plaintiff or Class Counsel at any time breach this provision, Plaintiff shall forfeit to Randstad the full amount of his Enhancement Payment. Without limitation by the foregoing, Randstad also may enforce this provision through an action for injunctive relief. Nothing in this provision is intended to prevent Class Counsel from communicating with Settlement Class Members about the Settlement.

76. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, Class Counsel shall, with the assistance and cooperation of Randstad and Defense Counsel, take all necessary steps to secure the Court's preliminary and final approval of the Settlement, and the final entry of judgment. Class Counsel shall provide Defense Counsel with copies of the Preliminary Approval Motion and Final Approval Motion for review at least seven days prior to the filing deadline.

77. No Prior Assignments. The Parties hereto 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 rights released and discharged by this Settlement Agreement.

78. No Admission. Randstad denies any and all liability to Plaintiff and/or any Settlement Class Member in this Action, as to any and all causes of action that were asserted or that might have been asserted in this Action. Nothing in this Settlement Agreement is intended or shall be construed as an admission of liability, fault or wrongdoing by Randstad. Nothing in this Settlement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Nonetheless, Randstad wishes to settle and compromise the matters at issue in the Action to avoid further substantial expense and the inconvenience and distraction of protracted and burdensome litigation.

79. Construction. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Settlement Agreement. Plaintiff and Randstad expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

80. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital other than paragraphs 39-43.

81. Modification. This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

82. Dispute Resolution. Any disputes arising out of or relating to this Settlement will be submitted to Tripper Ortman for mediation. The Parties will split the costs of the mediator and all parties will bear their own attorneys' fees and other costs incurred.

83. Court Retains Jurisdiction. The Parties agree that upon the entry of judgment of dismissal pursuant to the terms of this Agreement, that, pursuant to Code of Civil Procedure Section 664.6, the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties to interpret, enforce, and effectuate the terms, conditions, intents and obligations of this Agreement.

84. Choice of Law. This Settlement Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California.

85. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

86. Binding on Assigns. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

87. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because the members of the Settlement Class are numerous, it is impossible or impractical to have each Class Member execute this Settlement Agreement. The Notice will advise all Settlement Class Members of the binding nature of the releases provided herein and such shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

88. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court 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 Settlement Agreement valid and enforceable.

89. Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully signed Settlement Agreement, which shall be binding upon and effective as to all Parties.

Dated: _________

PLAINTIFF AND CLASS REPRESENTATIVE:

____
Adan Ortiz

Dated: _________

CLASS COUNSEL:
SETAREH LAW GROUP

____
Shaun Setareh
Attorneys for Plaintiff

Dated: Jan. 28, 2026_________

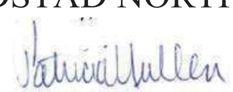
DEFENDANT:
RANDSTAD INHOUSE SERVICES, LLC

By: 

Title: Senior Deputy General Counsel

Dated: Jan. 28, 2026_________

DEFENDANT:
RANDSTAD NORTH AMERICA, INC.

By: 

Title: Senior Deputy General Counsel

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Dated: 1/23/2026

PLAINTIFF AND CLASS REPRESENTATIVE:

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Adan Ortiz

Dated: 1/23/2026

CLASS COUNSEL:
SETAREH LAW GROUP

ID uh3sase9hqUQ3uFU3TsHbY72

Shaun Setareh
Attorneys for Plaintiff

Dated: __________

DEFENDANT:
RANDSTAD INHOUSE SERVICES, LLC

By:______________________________

Title:____________________________

Dated: __________

DEFENDANT:
RANDSTAD NORTH AMERICA, INC.

By:______________________________

Title:____________________________

Dated: 1/28/2026

DEFENDANTS' COUNSEL:
SEYFARTH SHAW LLP

Daniel Whang
Attorneys for Defendant