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STAFFING AND EMPLOYBRIDGE HOLDING
COMPANY dba SELECT STAFFING

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

YESENIA MURILLO, in a Representative
capacity only, on behalf of other members of
the general public similarly situated,

Plaintiff,

vs.

COSTCO WHOLESALE CORPORATION, a
Washington Corporation; REAL TIME
STAFFING SERVICES LLC dba SELECT
STAFFING, a California Limited Liability
Company; EMPLOYBRIDGE HOLDING
COMPANY dba SELECT STAFFING a
Delaware Corporation; and DOES 1 through
10, inclusive,

Defendants.

) Case No. 37-2023-00055902-CU-OE-CTL

) Assigned for All Purposes To:

) Judge: Blaine K. Bowman

) Dept: C-74

) **JOINT STIPULATION OF SETTLEMENT**
) **AND RELEASE OF PAGA ACTION**

) Action Filed: December 26, 2023

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YESENIA MURILLO
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1 This Joint Stipulation of Settlement and Release of PAGA Action (“Agreement”) is made
2 and entered into between Plaintiff Yesenia Murillo (“Plaintiff”), individually and on behalf of the
3 proposed PAGA Group, (defined below), and Real Time Staffing Services, LLC dba Select
4 Staffing (“Real Time”), EmployBridge Holding Company dba Select Staffing (“EmployBridge”)
5 (Real Time and EmployBridge shall be referred to as “Real Time Defendants”) and Costco
6 Wholesale Corporation (“Costco”). This Agreement is subject to approval of the Court and is
7 made for the sole purpose of attempting to consummate settlement of the Action (as defined below)
8 on a PAGA basis subject to the following terms and conditions. As detailed below, in the event the
9 Court does not enter an order granting approval of the PAGA Settlement (as defined below) and
10 enter judgment, or the conditions precedent are not met for any reason, this Agreement is void and
11 of no force or effect whatsoever.

12 1. **DEFINITIONS**

13 As used in this Agreement, the following terms shall have the meanings specified below.
14 To the extent terms or phrases used in this Agreement are not specifically defined below, but are
15 defined elsewhere in this Agreement, they are incorporated by reference into this definition section.

16 1.1 **Action**. “Action” shall mean this civil action titled *Yesenia Murillo v. Costco*
17 *Wholesale Corporation, et. al.*, San Diego County Superior Court Case No. 37-2023-00055902-
18 CU-OE-CTL, filed on or about December 26, 2023.

19 1.2 **Approval and Fairness Hearing**. “Approval and Fairness Hearing” shall mean
20 the hearing held to ascertain the fairness, reasonableness, and adequacy of the PAGA Settlement.
21 At this hearing, the Court will consider PAGA Counsel’s application for Attorneys’ Fees and
22 Expenses, the PAGA Representative Incentive Award, the Administration Expenses, and approval
23 of the PAGA Payment. The proposed Order Granting Approval and Entering Judgment is attached,
24 in substantial form, as **Exhibit B**.

25 1.3 **Approval Date**. “Approval Date” shall mean the date upon which the Court
26 enters an order granting approval of the PAGA Settlement and enters Judgment.

27 1.4 **Claims**. “Claims” shall mean the claims and theories asserted and causes of
28 action alleged in the Action, or that could have been alleged in the Action, including the PAGA

1 penalties alleged in the Action, as limited to PAGA Members' employment or work with any of
2 Real Time Defendants while placed on assignment at the Costco Optical Lab in California during
3 the PAGA Period.

4 1.5 **Court.** "Court" shall mean the Superior Court of California, County of San
5 Diego.

6 1.6 **Real Time Defendants.** "Real Time Defendants" shall mean Real Time
7 Staffing Services, LLC dba Select Staffing and EmployBridge Holding Company dba Select
8 Staffing, and includes any of their officers, directors, executives, partners, managers, owners,
9 shareholders, members, employees, agents, attorneys, any of their former and present parents,
10 subsidiaries, successors, assigns and affiliates, and their officers, directors, managers, owners,
11 executives, partners, employees, shareholders, agents, attorneys, and any other successors, assigns,
12 or legal representatives.

13 1.7 **Defense Counsel.** "Defense Counsel" shall mean David G. Hagopian and
14 Garrett V. Jensen of CDF Labor Law LLP, 18300 Von Karman Avenue, Suite 800, Irvine,
15 California 92612 and David D. Jacobson and Lauren S. Schwartz of Seyfarth Shaw LLP, 2029
16 Century Park East, Suite 3500, Los Angeles, California 90067-3021 and Emily Stamler of Seyfarth
17 Shaw LLP, 601 South Figueroa Street, Suite 3300, Los Angeles, California 90017.

18 1.8 **Effective Date.** "Effective Date" shall be the later of the time when: (i) the date
19 of final affirmance of the Judgment on an appeal of the Judgment, the expiration of the time for, or
20 the denial of, a petition to review the Judgment, or if review is granted, the date of final affirmance
21 of the Judgment following review pursuant to that grant, (ii) the date of final dismissal of any
22 appeal from the Judgment or the final dismissal of any proceeding to review the Judgment,
23 provided that the Judgment is affirmed and/or not reversed in any part, (iii) the final resolution (or
24 withdrawal) of any filed appeal in a way that affirms the Final Approval Order and Judgment in a
25 form substantially identical to the form of the Final Approval Order entered by the Court, and the
26 time to petition for review with respect to any appellate decision affirming the Final Approval
27 Order has expired; or (iv) if no appeal is filed (including if an appeal is filed, but then withdrawn),
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1 the sixty-first (61st) day after the Court enters final approval of the settlement and the Judgment
2 approving this Agreement.

3 1.9 **Gross Settlement Amount.** “Gross Settlement Amount” means the agreed
4 upon settlement amount totaling \$70,000 to be paid by Real Time Defendants in full settlement of
5 the Released Claims, which includes the Administrator Fees, PAGA Counsel’s Attorneys’ Fees and
6 Expenses, payment to the LWDA, and payments to the individual PAGA Members. In no event
7 shall Real Time Defendants be required to pay more than the Gross Settlement Amount.

8 1.10 **Individual Settlement Payment.** “Individual Settlement Payment(s)” shall
9 mean the proportionate share of the Net Settlement Amount to be distributed to each PAGA
10 Member based on the number of his or her Pay Periods worked in the PAGA Period in relation to
11 the aggregate number of Pay Periods worked by the Settlement Group during the PAGA Period.

12 1.11 **Net Settlement Amount.** “Net Settlement Amount” or “NSA” shall mean the
13 Gross Settlement Amount, minus the Court-approved amounts awarded for the PAGA Counsel’s
14 Attorneys’ Fees and Expenses, Settlement Administration Fees and the LWDA Payment. The
15 Parties intend that the NSA shall be sufficient to pay all valid claims of Settlement Group
16 Members. Accordingly, if for any reason the total value of Individual Settlement Payments to
17 Settlement Group Members exceeds this amount, then payment to each Settlement Group Member
18 will be adjusted on a pro-rated basis so that the total payout to Settlement Group Members does not
19 exceed the NSA.

20 1.12 **PAGA:** “PAGA” refers to the Labor Code Private Attorneys General Act of
21 2004, Labor Code sections 2699, *et seq.*

22 1.13 **PAGA List:** “PAGA List” shall mean the information for each PAGA Member
23 which Real Time Defendants shall compile from their business records and provide to the
24 Administrator for purposes of providing notice of the Settlement to the PAGA Group and
25 calculating and transmitting Individual Settlement Payments to PAGA Members. The PAGA List
26 shall be in a readable, ready to use, MS Excel spreadsheet, which will provide for each Settlement
27 Group Member, the following information: (a) full name; (b) last-known mailing address; (c)
28 telephone numbers; (d) Social Security number; and (e) Pay Periods. The PAGA List will be

provided to the Settlement Administrator within 30 days of Real Time Defendants receiving written notification that the Court granted approval of the Settlement.

1.14 **PAGA Counsel:** “PAGA Counsel” refers to Joshua D. Gruenberg and Katherine Krebs of Gruenberg Law, 2155 First Avenue, San Diego, CA 92101-3542.

1.15 **PAGA Counsel’s Attorneys’ Fees and Expenses:** “PAGA Counsel’s Attorneys’ Fees and Expenses” shall mean PAGA Counsel’s attorneys’ fees and expenses to be requested and subject to approval by the Court at the time of the Approval Hearing in an amount not to exceed \$23,333.33 for attorneys’ fees (representing one-third of the Gross Settlement Amount) and in an amount not to exceed \$1,200.00 for expenses.

1.16 **PAGA Member(s):** “PAGA Member(s)” or “Settlement Group Members” shall mean all current and former non-exempt employees of Real Time Defendants who were placed on assignment at the Costco Optical Lab in California during the PAGA Period.

1.17 **PAGA Notice Letters.** “PAGA Notice Letters” means the letters submitted to the LWDA on August 10, 2023 and the amended letter submitted to the LWDA on September 18, 2023.

1.18 **PAGA Period.** “PAGA Period” means the period from August 10, 2022 to the date the Court approves the settlement.

1.19 **PAGA Release.** See Released Claims.

1.20 **Parties.** “Parties” shall mean Plaintiff (as defined below), Real Time Defendants and Costco.

1.21 **Pay Periods.** “Pay Periods” means the number of pay periods a PAGA Member was employed by Real Time Defendants and placed on assignment at the Costco Optical Lab in California during the PAGA Period.

1.22 **Plaintiff.** “Plaintiff” and “PAGA Representative” shall mean Plaintiff Yesenia Murillo.

1.23 **Released Parties.** “Released Parties” shall mean Real Time Staffing Services, LLC dba Select Staffing, EmployBridge Holding Company dba Select Staffing and Costco Wholesale Corporation, and includes any of their former or current officers, directors, executives,

1 partners, managers, owners, shareholders, members, employees, agents, attorneys, any of their
2 former and present parents, subsidiaries, successors, assigns and affiliates, and their officers,
3 directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and
4 any other successors, assigns, or legal representatives.

5 1.24 **Released Claims.** “Released Claims” shall mean all claims and theories that
6 were alleged, or that could have been alleged based on the facts alleged in the Action during the
7 PAGA Period and as set forth in the PAGA Notice Letters, including but not limited to under
8 California Labor Code sections 201-204, 206, 221, 223, 218.5, 218.6, 226, 226(a), 226(b), 226.7,
9 246, 266, 450, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198 and related IWC Wage Orders and
10 California Code of Regulations, based on various theories of liability, including, but not limited to,
11 Released Parties’ alleged: failure to pay minimum wages and overtime wages for all time worked,
12 failure to provide accurate wages statements, failure to provide compliant meal and rest periods,
13 failure to provide personnel records, failure to timely pay wages, and failure to timely pay wages
14 due upon separation.

15 1.25 **Settlement.** “Settlement” shall mean the settlement between the Parties, which
16 is memorialized in this Agreement, including any attached exhibits, and subject to Court approval.

17 1.26 **Settlement Administrator.** “Settlement Administrator” or “Administrator”
18 shall mean ILYM, the third-party settlement administrator selected by the Parties and to be
19 approved by the Court, which the Parties have agreed will be responsible for administration of the
20 Settlement and related matters.

21 1.27 **Settlement Group.** “Settlement Group” or “Settlement Group Members” shall
22 mean all PAGA Members.

23 1.28 **Settlement Letter.** “Settlement Letter” shall mean the letter accompanying the
24 Individual Settlement Payments, attached in substantial form as **Exhibit A.**

25 2. **FACTUAL AND PROCEDURAL BACKGROUND OF ACTION**

26 2.1 On December 26, 2023, Plaintiff filed the PAGA Action in San Diego County
27 Superior Court.
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2.2 The Parties agreed to mediate with Hon. Peter J. Wilson (Ret.). With the continued assistance of the mediator, they were able to resolve the matter, the terms of which were memorialized in a Memorandum of Understanding executed by the Parties.

2.3 The Parties and their respective counsel believe this Agreement reflects a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement as a result of arms-length negotiations, facilitated by an experienced and neutral mediator, taking into account all relevant factors, present and potential.

3. **ALLEGATIONS OF THE PAGA REPRESENTATIVE AND BENEFITS OF THE SETTLEMENT**

3.1 The investigation conducted in this matter, as well as discussions between counsel have been adequate to give PAGA Counsel an understanding of the merits of the Parties' respective positions and to evaluate the worth of the claims of the Settlement Group. The information exchanged by the Parties during mediation and settlement negotiations are sufficient to reliably assess the merits of the Parties' respective positions and to compromise the issues on a fair and equitable basis.

3.2 The Parties recognize and acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute the Action through trial and through appeals. PAGA Counsel has considered the uncertain outcome of the litigation, the risk of continued litigation in complex actions such as this, as well as difficulties and delays inherent in such litigation, as well as trying the claims of the Settlement Group. PAGA Counsel believes that the Settlement set forth in this Agreement confers substantial benefits upon Plaintiff, the State of California and the Settlement Group Members and that an independent review of this Agreement by the Court in the approval process will confirm this conclusion. Based on their own independent investigation and evaluation, PAGA Counsel has determined that the Settlement set forth in the Agreement is in the best interests of Plaintiff, the State of California and the Settlement Class Members.

4. **NO ADMISSION OF ANY LIABILITY**

4.1 This Agreement represents a compromise and settlement of highly disputed claims. This Agreement does not constitute, is not intended to constitute, and will not be deemed

1 to constitute, an admission of liability by Real Time Defendants or Costco as to the merits, validity,
2 or accuracy of any of the allegations or claims made by Plaintiff in the Action. Real Time
3 Defendants and Costco deny each and all of Plaintiff's allegations in their entirety.

4 4.2 Nothing in this Agreement, the Memorandum of Understanding nor any action
5 taken or made in implementation thereof, nor any statements, discussions, or communications, nor
6 any materials prepared, exchanged, issued, or used during the course of the negotiations leading to
7 the Agreement, is intended by the Parties to, nor will any of the foregoing constitute, be introduced,
8 be used, or be admissible in any way in this case or any other judicial, arbitral, administrative,
9 investigative or other forum or proceeding as evidence of any violation of any federal, state, or
10 local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or
11 in equity. Notwithstanding the foregoing, the Agreement may be used in any proceeding in the
12 Court that has as its purpose the interpretation, implementation, or enforcement of the Agreement
13 or any orders or judgments of the Court entered into in connection therewith.

14 4.3 The Parties agree that Plaintiff's motion for approval of the Settlement and Real
15 Time Defendants' agreement thereto is for purposes of the Settlement only. If, for any reason, the
16 Settlement is not approved, this Agreement will not be admissible in this or any other proceeding
17 as evidence that (i) the Action should proceed forward, or (ii) EmployBridge, Real Time or Costco
18 are liable to Plaintiff or the Settlement Group Members as Plaintiff alleged. In the event that this
19 Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails to
20 be enforceable, EmployBridge, Real Time and Costco will not be deemed to have waived, limited,
21 or affected in any way any of their objections or defenses in the Action, including, but not limited
22 to, their ability to move to compel arbitration, raise defenses in opposition to the Action, contest the
23 merits of the claims and theories alleged, etc.

24 5. **SETTLEMENT CONSIDERATION**

25 5.1 **Gross Settlement and Net Settlement Amounts and Distribution.** The Gross
26 Settlement Amount to be paid by Real Time Defendants and other actions and forbearances taken
27 by Real Time Defendants and Costco shall constitute adequate consideration for the Settlement and
28 will be made in full and final settlement of: (a) the Released Claims, (b) PAGA Counsel's

Attorneys' Fees and Expenses, (c) Administration Expenses, (d) LWDA Payment, and (e) the Individual Settlement Payments to Settlement Group Members, and any other obligation of the Parties under this Agreement.

5.2 **Payments to Settlement Group Members.** Each Settlement Group Member shall be eligible to receive an Individual Settlement Payment. The Parties understand that Settlement Group Members who receive an Individual Settlement Payment pursuant to this Agreement shall be solely responsible for any and all other individual tax obligations associated with the payment.

5.3 **No Effect on Employee Benefits.** Neither the Settlement nor any amounts paid under the Settlement will modify any previously credited hours, days, or weeks or service under any employee benefit plan, policy or bonus program sponsored by Real Time Defendants (or their affiliates, parents or successors). Such amounts will not form the basis for additional contributions to, benefit under, or any other monetary entitlement under Real Time Defendants' sponsored benefit plans, policies or bonus programs, if any. The payments made under the terms of this Settlement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Real Time Defendants' benefit plans, policies or bonus programs, if any. Real Time Defendants retain the right to modify the language of their benefits plans, policies and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Agreement are not for "weeks worked," "weeks paid," "weeks of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Agreement. Real Time Defendants do not consider the Individual Settlement Payments "compensation" for purposes of determining eligibility for, or benefit accrual within, any benefits plan, policy, or bonus program, or any other plan or program sponsored by Real Time Defendants (or their affiliates, parents or successors), if any.

5.4 **PAGA Counsel Attorneys' Fees and Expenses.** As part of the motion for approval of the Settlement, PAGA Counsel may submit an application for an award of Attorneys'

1 Fees and Expenses. Real Time Defendants and Costco agree not to object to any such fee, cost or
2 expense application in line with this Agreement and in an amount not to exceed one-third of the
3 Gross Settlement Amount (\$23,333.33) for attorneys' fees and \$1,200.00 for costs. As a condition
4 of this Settlement, PAGA Counsel has agreed to pursue fees and costs only in the manner reflected
5 by this Agreement. Any PAGA Counsel Attorneys' Fee and Expenses awarded by the Court shall
6 be paid from the Gross Settlement Amount. If the PAGA Counsel voluntarily reduces the request
7 for Attorneys' Fees and Expenses or the Court's award is less than set forth above, the difference
8 shall become part of the Net Settlement Amount.

9 The Attorneys' Fees and Expenses approved by the Court shall encompass: (a) all work
10 performed and costs and expenses incurred by, or at the direction of, any attorney purporting to
11 represent the Settlement Group through the date of this Agreement; (b) all work to be performed
12 and costs to be incurred in connection with approval by the Court of the Settlement set forth in this
13 Agreement; and (c) may be based on the Catalyst Theory and/or Common Fund Doctrine.

14 5.5 **Payment of PAGA Counsel Attorneys' Fees and Expenses.** PAGA Counsel
15 Attorneys' Fees and Expenses as awarded by the Court shall be paid by the Settlement
16 Administrator within fourteen (14) days of the settlement being funded.

17 6. **ADMINISTRATION COSTS AND EXPENSES**

18 6.1 **The Settlement Administrator's Costs and Expenses.** All costs and expenses
19 due to the Settlement Administrator in connection with its administration of the Settlement
20 described in the Agreement, including, but not limited to, formatting and mailing the Settlement
21 Letter and Individual Settlement Payments, performing a National Change of Address database
22 search to update Settlement Group Members addresses prior to the mailing, performing skip-traces
23 to locate and update Settlement Group Members' addresses, calculating, and distributing Individual
24 Settlement Payments, and any other tasks requested by the Parties or by the Court, among other
25 tasks as reflected within this Agreement, will be paid through the Gross Settlement Amount. The
26 Settlement Administration Cost shall be no more than \$5,650.

1 7. **FUNDING AND DISTRIBUTION**

2 7.1 **Funding of the Gross Settlement Amount.** The Settlement Administrator will
3 provide Real Time Defendants with its bank wire instructions to establish the Qualified Settlement
4 Fund (QSF).

5 Within fifteen (15) calendar days of the Effective Date, Real Time Defendants shall
6 transmit the Gross Settlement Amount to the Settlement Administrator.

7 7.2 **Distribution of the Gross Settlement Amount.** Within 14 calendar days of the
8 settlement being funded, the Administrator will pay to Settlement Group Members, their Individual
9 Settlement Payments via first-class regular U.S. Mail (collectively \$9,954.17); to PAGA Counsel,
10 the Court-awarded Attorneys' Fees and Litigation Expenses Payment (\$24,533.33); to the LWDA,
11 the Court-approved LWDA Payment (\$29,826.50); and to the Administrator, the Court-awarded
12 Administration Fees and Expenses (\$5,650).

13 7.3 **Non-Cashed Settlement Checks.** Settlement Group Members shall have one
14 hundred eighty days (180) to cash their checks. Any funds associated with uncashed checks after
15 one hundred eighty (180) days will be sent to the Controller of the State of California to be held
16 pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of
17 those Settlement Group Members whose checks were voided because they were not cashed within
18 one hundred eighty (180) days.

19 8. **NULLIFICATION OF THIS AGREEMENT**

20 8.1 **Non-Approval of the Agreement.** If (a) the Court should for any reason fail to
21 approve this Agreement in the form agreed to by the Parties, or (b) the Court should for any reason
22 fail to enter a judgment on this Action, or (c) the approval of the Settlement and judgment is
23 reversed, modified or declared or rendered void, then the Settlement shall be considered null and
24 void, and neither the Settlement nor any of the related negotiations or proceedings shall be of any
25 force or effect, and all Parties to the Settlement shall stand in the same position, without prejudice,
26 as if the Settlement has been neither entered into nor filed with the Court. Notwithstanding the
27 foregoing, the Parties will attempt in good faith to cure any perceived defects in the Agreement to
28 facilitate approval. In the event the Court awards less than the requested amounts for

Administration Fees, PAGA Counsel's Attorneys' Fees and Expenses, or the PAGA Payment, the difference shall become part of the Net Settlement Amount.

8.2 **Invalidation.** Invalidation of any material portion of the Settlement shall invalidate the Settlement in its entirety, unless the Parties shall subsequently agree in writing that the remaining provisions of the Settlement are to remain in full force and effect.

8.3 **Stay Upon Appeal.** In the event of a timely appeal from the approval of the Settlement and Judgment, the Judgment shall be stayed, and Real Time Defendants shall not be obligated to fund the Gross Settlement Amount or take any other actions required by this Agreement until all appeal rights have been exhausted by operation of law.

9. **MOTION OR STIPULATION FOR COURT APPROVAL**

9.1 **Approval.** PAGA Counsel will submit this Agreement to the Court along with a Motion or Stipulation for an Order Granting Approval of the Settlement.

10. **RELEASES AND WAIVERS**

10.1 **Settlement Group Members' Release.** Upon full funding of the Settlement by Real Time Defendants, Plaintiff, the Settlement Group Members, and the State of California vis-à-vis the LWDA shall hereby release the Released Parties for the Released Claims for the PAGA Period.

11. **DUTIES OF THE PARTIES**

11.1 **Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of this Settlement. The Parties shall use their best efforts, including all effects contemplated by this Agreement and any other efforts that may become necessary by Court order or otherwise, to effectuate the terms of this Agreement. As soon as practicable after execution of this Agreement, PAGA Counsel, with the cooperation of all other Parties and their counsel, shall take all necessary and reasonable steps to secure the Court's final approval of this Agreement.

11.2 **Duty to Support and Defend the Settlement.** The Parties agree to abide by all of the terms of the Settlement in good faith and to support the Settlement fully and to use their best efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.

12. **MISCELLANEOUS PROVISIONS**

12.1 **Different Facts.** The Parties hereto, and each of them, acknowledge that, except for matters expressly represented herein, the facts in relation to the dispute and all claims released by the terms of this Agreement may turn out to be other than or different from the facts now known by each party and/or their counsel, or believed by such Party or counsel to be true, and each Party therefore expressly assumes the risk of the existence of different or presently unknown facts, and agrees that this Agreement shall be in all respects effective and binding despite such difference.

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

12.3 **Non-Admission.** Nothing in this Agreement shall be construed as or deemed to be an admission by any Party of any liability, culpability, negligence, or wrongdoing toward any other Party, or any other person, and the Parties specifically disclaim any culpability, negligence, or wrongdoing toward each other or any other person. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies. Nothing herein shall constitute any admissions by Real Time Defendants or Costco of wrongdoing or liability, or of the truth of any factual allegations in the Action. Nothing herein shall constitute any admission by Real Time Defendants or Costco regarding the merits of the Claims in this Action. Nothing herein shall constitute an admission by Real Time Defendants or Costco that the Action was properly brought as a representative action other than for settlement purposes. To the contrary, Real Time Defendants and Costco have denied and continue to deny each and every material factual allegation and all Claims. To this end, the Settlement of the Action, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Agreement or

1 the Settlement are not, shall not be deemed to be, and may not be used as, an admission or evidence
2 of any wrongdoing or liability on the part of Real Time Defendants or Costco or of the truth of any
3 of the factual allegations in the Action; and are not, shall not be deemed to be, and may not be used
4 as, an admission or evidence of any fault or omission on the part of Real Time Defendants or
5 Costco in any civil, criminal or administrative proceeding in any court, administrative agency or
6 other tribunal.

7 12.4 **Media or Press.** Plaintiff and Real Time Defendants, and Costco, and their
8 respective counsel, agree to limit public comment on this Settlement, the Action, and claims in the
9 Action, stating that the matter has been resolved to the satisfaction of the Parties. Plaintiff and Real
10 Time Defendants, and Costco, and their respective counsel shall not initiate public comment and/or
11 discuss with or present to the media or press.

12 12.5 **Construction.** The Parties hereto agree that the terms and conditions of this
13 Agreement are the result of lengthy, intensive, arms-length non-collusive negotiations between the
14 Parties and that this Agreement is not to be construed in favor of or against any party by reason of
15 the extent to which any Party or their counsel participated in the drafting of this Agreement. If any
16 of the dates in the Agreement fall on a weekend, bank or court holiday, the time to act shall be
17 extended to the next business day.

18 12.6 **Governing Law.** This Agreement is intended to and shall be governed by the
19 laws of the State of California, without regard to conflict of law principles, in all respects,
20 including execution, interpretation, performance, and enforcement.

21 12.7 **Captions and Interpretations.** Section titles or captions contained herein are
22 inserted as a matter of convenience and for reference only and in no way define, limit, extend, or
23 describe the scope of this Agreement or any provision thereof.

24 12.8 **Modification.** This Agreement may not be changed, altered, or modified,
25 except in writing signed by the Parties and approved by the Court. This Agreement may not be
26 discharged except by performance in accordance with its terms or by a writing signed by the
27 Parties.

1 12.9 **Integration Clause.** This Agreement contains the entire agreement between the
2 Parties relating to the Settlement of the Action and the transactions contemplated thereby, and all
3 prior or contemporaneous agreements, understandings, representations, and statements, whether
4 oral or written, and whether by a party or such party's legal counsel, are hereby superseded. No
5 rights under this Agreement may be waived except in writing as provided above.

6 12.10 **Successors and Assigns.** This Agreement shall be binding upon and inure to
7 the benefit of the Parties and Settlement Group Members and their respective present and former
8 heirs, trustees, executors, administrators, representatives, officers, directors, shareholders, agents,
9 employees, insurers, attorneys, accountants, auditors, advisors, consultants, pension and welfare
10 benefit plans, fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint
11 ventures, predecessors, successors, and assigns.

12 12.11 **Corporate Signatories.** Any person executing this Agreement or any such
13 related document on behalf of a corporate signatory or on behalf of a partnership hereby warrants
14 and promises, for the benefit of all Parties hereto, that such person has been duly authorized by
15 such corporation or partnership to execute this Agreement or any such related document.

16 12.12 **Execution in Counterparts.** This Agreement shall become effective upon its
17 execution by all of the undersigned. The Parties may execute this Agreement in counterparts, and
18 execution of counterparts shall have the same force and effect as if all Parties had signed the same
19 instrument.

20 12.13 **Attorneys' Fees, Costs and Expenses.** Except as otherwise specifically
21 provided for herein, each Party shall bear their, her, or its own attorneys' fees, costs and expenses,
22 taxable or otherwise, incurred by them in or arising out of the Action and shall not seek
23 reimbursement thereof from any other Party to this Agreement.

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1 IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement on
2 the date below their signatures of their representatives. The date of the Agreement shall be the date
3 of the latest signature.

4 Dated: August 27, 2024

PLAINTIFF

5
6 By: 
ID rugv5c1QegWcEUhDXnFY3UzU
Yesenia Murillo

7 Dated: September 4, 2024

GRUENBERG LAW

8
9 By: 
Joshua D. Gruenberg

10 Attorneys for Plaintiff
11 YESENIA MURILLO

12 Dated: August __, 2024

13 REAL TIME STAFFING SERVICES LLC dba SELECT
14 STAFFING AND EMPLOYBRIDGE HOLDING
15 COMPANY dba SELECT STAFFING

16 By: _____
17 Janelle Bieler
18 On behalf of REAL TIME STAFFING SERVICES LLC dba
19 SELECT STAFFING AND EMPLOYBRIDGE HOLDING
20 COMPANY dba SELECT STAFFING

21 Dated: August __, 2024

CDF LABOR LAW LLP

22 By: _____
23 David G. Hagopian
24 Attorneys for Defendants
25 REAL TIME STAFFING SERVICES LLC dba SELECT
26 STAFFING AND EMPLOYBRIDGE HOLDING
27 COMPANY dba SELECT STAFFING

28 Dated: August __, 2024

COSTCO WHOLESALE CORPORATION

By: _____
On behalf of COSTCO WHOLESALE CORPORATION

1 Dated: August __, 2024

COSTCO WHOLESALE CORPORATION

2

3

By: _____

4

David Jacobson

5

Attorneys for Defendant
COSTCO WHOLESALE CORPORATION

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1 IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement on
2 the date below their signatures of their representatives. The date of the Agreement shall be the date
3 of the latest signature.

4 Dated: August __, 2024 PLAINTIFF

5
6 By: _____
Yesenia Murillo

7 Dated: August __, 2024 GRUENBERG LAW

8
9 By: _____
10 Joshua D. Gruenberg
11 Attorneys for Plaintiff
YESENIA MURILLO

12 Dated: September 6, 2024 REAL TIME STAFFING SERVICES LLC dba SELECT
13 STAFFING AND EMPLOYBRIDGE HOLDING
14 COMPANY dba SELECT STAFFING

15
16 By: _____
17 Janelle Bieler
18 On behalf of REAL TIME STAFFING SERVICES LLC dba
19 SELECT STAFFING AND EMPLOYBRIDGE HOLDING
20 COMPANY dba SELECT STAFFING

21 Dated: September 6, 2024 CDF LABOR LAW LLP

22 By: _____
23 David G. Hagopian
24 Attorneys for Defendants
REAL TIME STAFFING SERVICES LLC dba SELECT
STAFFING AND EMPLOYBRIDGE HOLDING
COMPANY dba SELECT STAFFING

25 Dated: September 6, 2024 COSTCO WHOLESALE CORPORATION

26
27 By: _____
28 On behalf of COSTCO WHOLESALE CORPORATION

1 IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement on
2 the date below their signatures of their representatives. The date of the Agreement shall be the date
3 of the latest signature.

4 Dated: August __, 2024 PLAINTIFF

5
6 By: _____
Yesenia Murillo

7 Dated: August __, 2024 GRUENBERG LAW

8
9 By: _____
10 Joshua D. Gruenberg
11 Attorneys for Plaintiff
YESENIA MURILLO

12 Dated: August __, 2024 REAL TIME STAFFING SERVICES LLC dba SELECT
13 STAFFING AND EMPLOYBRIDGE HOLDING
14 COMPANY dba SELECT STAFFING

15
16 By: _____
17 Janelle Bieler
18 On behalf of REAL TIME STAFFING SERVICES LLC dba SELECT
19 STAFFING AND EMPLOYBRIDGE HOLDING
COMPANY dba SELECT STAFFING

20 Dated: August __, 2024 CDF LABOR LAW LLP

21
22 By: _____
23 David G. Hagopian
24 Attorneys for Defendants
REAL TIME STAFFING SERVICES LLC dba SELECT
STAFFING AND EMPLOYBRIDGE HOLDING
COMPANY dba SELECT STAFFING

25 8/29/2024

26 Dated: August __, 2024 COSTCO WHOLESALE CORPORATION

27 By: Alysa Barancik
Alysa Barancik
28 On behalf of COSTCO WHOLESALE CORPORATION

8/30/2024

Dated: August __, 2024

COSTCO WHOLESALE CORPORATION

By: DAVID JACOBSON

David Jacobson

Attorneys for Defendant
COSTCO WHOLESALE CORPORATION