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9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF SANTA CLARA
12 COMPLEX CIVIL LITIGATION
13

14 HERMAN WELCH, on behalf of himself, all
others similarly situated, and the general public,

15 *Plaintiff,*

16 vs.

17 STAFFMARK HOLDINGS, INC., an Ohio
18 corporation; STAFFMARK INVESTMENT,
LLC, an Ohio limited liability company; AIR
19 MENZIES INTERNATIONAL (U.S.A.), INC.,
a Texas corporation; and DOES 1 through 50,
20 inclusive,

21 *Defendants.*
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Case No. 20CV366070

Assigned For All Purposes to the Honorable
Sunil R. Kulkarni, Department 1

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT**

Complaint Filed: April 15, 2020

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13 AIR MENZIES INTERNATIONAL (U.S.A), INC.
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1 This Joint Stipulation of Class Action Settlement (“Settlement Agreement” or
2 “Agreement”) is made and entered into by and between Plaintiff HERMAN WELCH, individually
3 and on behalf of all potentially aggrieved employees, on the one hand, and Defendants
4 STAFFMARK HOLDINGS, INC., STAFFMARK INVESTMENT LLC and AIR MENZIES
5 INTERNATIONAL (U.S.A.), INC.

6 **RECITALS**

7 A. On April 15, 2020, Plaintiff HERMAN WELCH (“Welch”) filed his original
8 representative action in the Santa Clara County Superior Court alleging a single cause of action for
9 civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Lab. Code
10 §§ 2698 *et seq.* against Defendants STAFFMARK HOLDINGS, INC., STAFFMARK
11 INVESTMENT LLC (both referred to as “Staffmark”) and AIR MENZIES INTERNATIONAL
12 (U.S.A.), INC. (“Air Menzies”). Welch asserted claims for civil penalties for alleged violations of
13 the underlying California Labor Code sections 201, 202, 203, 204, 221-223, 226(a), 226.7, 227.3,
14 256, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2810.3.

15 B. As part of Plaintiff’s investigation of the claims asserted in this action, Plaintiff
16 discovered that Defendants employed transportation workers who may be exempt from the Federal
17 Arbitration Act (“FAA”). While Defendants do not concede that the agreements to arbitrate
18 signed by any employees are exempt from the FAA, the Parties wish to resolve all claims
19 potentially actionable in civil court. Accordingly, the Parties contemplate that Plaintiff shall file a
20 First Amended Complaint (“FAC”) to assert the underlying Labor Code violations giving rise to
21 the PAGA penalties prior to filing a Motion for Preliminary Approval of Class Action Settlement.

22 C. Defendants deny all of Plaintiff’s material allegations. Specifically, Defendants
23 deny that Plaintiff and putative class members are entitled to additional wages of any kind,
24 including but not limited to minimum wages, overtime wages, or unpaid wages. Defendants deny
25 their employees were deprived of meal periods and rest breaks, aver that they had meal period and
26 rest break policies and procedures in place to ensure compliance with California law, and aver that
27 employees were not impeded from taking their lawful meal periods and rest breaks. Defendants
28 believe that the stand-alone wage statement claim will fail because there was no knowing and

1 intentional violation and that the derivative wage statement claim will fail for the reasons stated
2 above. Defendants believe that Plaintiff's claim for failure to indemnify will fail because at all
3 relevant times Defendants had a policy and procedure in place to reimburse employees for all
4 necessary business expenses, any expenses incurred by employees were not reasonable and
5 necessary, and Defendants had no reason to know that such expenses had been incurred.
6 Defendants assert that Plaintiff failed to satisfy the administrative prerequisites to maintaining a
7 PAGA claim as to all Defendants. Defendants further aver that none of Plaintiff's claims are
8 amenable to class treatment because common issues do not predominate, Plaintiff's claims are not
9 typical of those who he seeks to represent, and the other prerequisites for certifying a class cannot
10 be established. Defendants also aver the Plaintiff's PAGA claim is not manageable for the same
11 reasons and cannot be pursued on a representative basis.

12 D. On February 3, 2022, the Parties advised the Court through their jointly filed Case
13 Management Statement that they agreed to engage in an informal exchange of information to
14 pursue settlement efforts. The Parties subsequently engaged in an informal, voluntary exchange of
15 information in the context of privileged settlement discussions to facilitate an early mediation.
16 Staffmark produced not only Plaintiff's entire personnel file, but also a sampling of payroll and
17 timekeeping records for the Class Members and PAGA Employees, and the headcount and
18 workweeks for Class Members and PAGA Employees covering the relevant time periods, and its
19 handbooks and policies covering the relevant time periods in this action. Air Menzies provided
20 actual timecards and timesheets, detailed payroll registers, and employment dates for Class
21 Members and PAGA Employees covering the relevant time periods in this action.

22 E. On May 23, 2023, after more than a year of settlement negotiations, the parties
23 were able to reach a settlement. Each Party, represented by its respective counsel, recognized the
24 risk of an adverse result in this action and agreed to settle this action and all other matters covered
25 by this Agreement pursuant to the terms and conditions of this Agreement.

26 F. Based on their own thorough, independent investigation and evaluation of this case,
27 Class Counsel (as defined in Paragraph 14 below) are of the opinion that the settlement with
28 Defendants for the consideration and on the terms set forth in this Agreement is fair, reasonable,

adequate, and in the best interest of the Class Members and PAGA Employees (as defined in Paragraphs 5 and 8 below) in light of all known facts and circumstances, including the risk of significant costs and delay, the defenses asserted by Defendants, the risks of adverse determinations on the merits, and numerous potential appellate issues. Although Defendants contend that they have no liability in this case, Defendants' counsel shares Class Counsel's belief that the Agreement represents a fair and adequate settlement given the respective risks associated with the action and the expenses of continued litigation.

G. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended to be or will be construed as an admission by Defendants that Plaintiff's claims in the action have merit or that they have any liability to Plaintiff, Class Members and the PAGA Employees, or the State on those claims. Nothing in this Agreement is intended to be or will be construed as an admission by Plaintiff that Defendants' defenses raised in the action have merit. This Agreement is intended to fully, finally, and forever compromise, release, resolve, discharge, and settle the released claims subject to the terms and conditions set forth in this Agreement.

AGREEMENT

Subject to the approval of the Court, the Parties agree as follows:

1. **"Action"** shall mean the civil action commenced on April 15, 2020 by Plaintiff Herman Welch in the Superior Court of California, County of Santa Clara, Case No. 20cv366070.

2. **"Court"** shall mean the Superior Court for the County of Santa Clara.

3. **"Settlement"** shall mean the disposition of the Action and all related claims effectuated by this Agreement.

4. **"Class Period"** shall mean the period of time from April 15, 2016 through the earlier of the date of preliminary approval of the Settlement or November 1, 2023.

5. **"Class," "Class Members," or "Settlement Class"** shall mean: 1. all persons who have previously been or currently are employed in California by Air Menzies International (U.S.A.) Inc., whether directly or through any staffing agencies or any third parties, in hourly or non-exempt positions in California at any time during the Class Period (this portion of the Class is sub-defined as

1 “Air Menzies Class Members”); and 2. all persons who were employed by Staffmark Investment LLC
2 as a temporary non-exempt employee and placed to work on assignment with Air Menzies
3 International (U.S.A.) Inc. in California at any time during the Class Period (this portion of the Class is
4 sub-defined as “Staffmark Class Members”).

5 6. “**Class Workweek**” shall mean any regularly occurring calendar week during the
6 Class Period in which a Class Member earned any wages for hours worked.

7 7. “**PAGA**” means the California Labor Code Private Attorneys General Act,
8 California Labor Code §§ 2698 *et seq.*

9 8. “**PAGA Employees**” shall mean: 1. all persons who have previously been or
10 currently are employed in California by Air Menzies International (U.S.A.) Inc., whether directly or
11 through any staffing agencies or any third parties, in hourly or non-exempt positions in California at
12 any time during the PAGA Period (this portion of PAGA Employees is sub-defined as “Air Menzies
13 PAGA Employees”); and 2. all persons who were employed by Staffmark Investment LLC as a
14 temporary non-exempt employee and placed to work on assignment with Air Menzies International
15 (U.S.A.) Inc. in California at any time during the PAGA Period (this portion of the PAGA Employees
16 is sub-defined as “Staffmark PAGA Employees”).

17 9. “**PAGA Claims**” shall mean all claims for penalties under the PAGA actually
18 alleged or that could have been alleged in the Action by Plaintiff in this Action, on behalf of
19 himself and the State of California.

20 10. “**PAGA Period**” shall mean the period of time from February 10, 2019, through to
21 the earlier of the date of preliminary approval of the Settlement or November 1, 2023.

22 11. “**PAGA Pay Period**” shall mean any regularly occurring pay period cycle during
23 the PAGA Period in which a PAGA Employee earned any wages for hours worked.

24 12. “**PAGA Settlement Award**” shall mean the pro-rata share of the PAGA penalties
25 allocated to the settlement of the PAGA Claims, to which each PAGA Employee is entitled based
26 on the number of PAGA Pay Periods they worked during the PAGA Period, as described in
27 paragraph 23.

28 13. “**Released Parties**” means Staffmark Investment LLC, Staffmark Holdings, Inc. and

1 Air Menzies International (U.S.A.) Inc., and each of their past and present divisions, affiliates,
2 affiliated entities, related entities, parents, subsidiaries, predecessors, successors, joint ventures,
3 assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees,
4 attorneys, managers, operators, insurers, representatives, administrators, fiduciaries, subrogees,
5 executors, partners, privies, representatives, and consultants.

6 14. **“Class Counsel”** shall mean the attorneys representing Plaintiff in the Action: Shaun
7 Setareh and William M. Pao with the firm of Setareh Law Group.

8 15. **“Defense Counsel”** in respect to counsel for Defendants shall mean the attorneys
9 representing Defendant Staffmark: Susan M. Steward with the firm of Atkinson, Andelson, Loya,
10 Ruud & Romo, A Professional Law Corporation; and the attorneys representing Defendant Air
11 Menzies: Aaron Cole and Kathleen J. Choi with the firm of Ogletree, Deakins, Nash, Smoak &
12 Stewart, P.C.

13 16. **“Claims Administrator”** shall mean the administrator proposed by the parties and
14 appointed by the Court to administer the Settlement.

15 17. **“Preliminary Approval of the Settlement”** shall mean the Court’s preliminary
16 approval of the Settlement without material change.

17 18. **“Final Approval Hearing”** shall mean the hearing to be conducted by the Court to
18 determine whether to approve finally, and implement the terms of, this Agreement.

19 19. **“Judgment”** shall mean the Order of Final Judgment entered by the Court that the
20 Parties anticipate will be entered following a Final Approval Hearing on the Settlement in this Action.

21 20. **“Effective Date”** shall mean the date by which this Agreement is approved by the
22 Court in a final approval hearing and the final approval order approving the Settlement Agreement
23 becomes final. For purposes of this Settlement Agreement, the Court’s order becomes final upon
24 written notice from Class Counsel that Plaintiff shall not appeal the Court’s order. If Defendants do
25 not receive notice from Class Counsel informing Defendants of an intent to waive appeal, then the
26 Effective Date shall be the later of: (a) the period for filing any appeal, writ, or other appellate
27 proceeding opposing the Settlement has elapsed without any appeal, writ, or other appellate
28 proceeding having been filed; (b) any appeal, writ, or other appellate proceeding opposing the

Settlement has been dismissed finally and conclusively with no right by any appellant or objector to pursue further remedies or relief; or (c) any appeal, writ, or other appellate proceeding has upheld the order approving the Settlement with no right by any appellant or objector to pursue further remedies or relief. In this regard, it is the intention of the parties that the Settlement shall not become effective until the Court's order granting approval of the Settlement is completely final, and no further recourse exists by an appellant or objector who seeks to contest the Settlement. The occurrence of the Effective Date is a prerequisite to any obligation of Staffmark and/or Air Menzies to pay any funds into the Settlement Account.

21. **"Maximum Settlement Amount"** In consideration for the Settlement and the release of claims set forth below, Staffmark Investment LLC and Air Menzies agree to pay a maximum of Three Hundred Thousand Dollars and No Cents (\$300,000.00) in the following allocation: Thirty-Thousand Dollars and No Cents (\$30,000.00) by Staffmark Investment LLC; and Two Hundred and Seventy Thousand Dollars and No Cents (\$270,000.00) by Air Menzies ("the Maximum Settlement Amount" or "MSA"). The MSA, in its respective allocations amongst Defendants, is the maximum total amount that Staffmark Investment LLC and Air Menzies may be required to pay for all claims of Class Members and PAGA Employees that are alleged, or that could have been brought, in the Action arising from the allegations made therein, and also including reimbursement and enhancement included in the Class Representative Payment, all amounts payable to the Labor Workforce Development Agency ("LWDA"), all Court-approved attorneys' fees of Class Counsel, all costs and expenses incurred or advanced by Class Counsel related to the Action, and the fees and costs of the Claims Administrator. In no event will Staffmark Investment LLC and/or Air Menzies be required to pay more than the MSA and their respective allocations thereof, except as modified in this Paragraph below and as modified by Defendants' obligation to pay employer-mandated payroll taxes as provided in Paragraph 23.

Notwithstanding the foregoing, if the number of Class Workweeks worked by Staffmark Class Members exceeds 215 by more than 10% or number of PAGA Pay Periods worked by Staffmark PAGA Employees exceeds 180 by more than 10%, Staffmark Investment LLC's \$30,000 allocation of the Maximum Settlement Amount will increase pro rata per additional Class Workweek and/or PAGA

1 Pay Period at a rate of \$66.00 per additional Class Workweek and/or PAGA Pay Period.

2 Notwithstanding the foregoing, if the number of Class Workweeks worked by Air Menzies
3 Class Members exceeds 4,306 by more than 10% or number of PAGA Pay Periods worked by Air
4 Menzies PAGA Employees exceeds 1,488 by more than 10%, Air Menzies's \$270,000 allocation of
5 the Maximum Settlement Amount will increase pro rata per additional Class Workweek and/or PAGA
6 Pay Period at a rate of \$66.00 per additional Class Workweek and/or PAGA Pay Period.

7 22. **"Net Settlement Amount"** The Net Settlement Amount ("NSA") shall mean the MSA
8 payable by Defendants pursuant to this Settlement, less the following sums set forth in subsections (a)
9 through (e) of this Paragraph 22:

10 a. **Class Counsel Fees Payment.** Class Counsel will apply to the Court for an
11 award of not more than One Hundred Thousand Dollars and No Cents (\$100,000.00) (which is one-
12 third of the MSA) as their Class Counsel Fees Payment. The Claims Administrator will pay the
13 amount approved by the Court from the MSA (but not more than \$100,000.00 in Class Counsel Fees
14 Payment). Withholding and deductions will not be taken from the Class Counsel Fees Payment, and
15 one or more Form 1099 will be issued to Class Counsel with respect to that payment. Any fees not
16 awarded shall remain part of the MSA for inclusion in the NSA.

17 b. **Class Counsel Litigation Expenses Payment.** Class Counsel will apply to
18 the Court for an award of not more than One Thousand Four Hundred Dollars and Ninety-Nine Cents
19 (\$1,403.99) to compensate them for out-of-pocket costs and expenses actually incurred in connection
20 with the Action. The Claims Administrator will pay the amount approved by the Court from the MSA
21 (but not more than \$1,403.99 in Class Counsel Litigation Expenses). Withholding and deductions will
22 not be taken from the Class Counsel Litigation Expenses Payment and one or more Form 1099 will be
23 issued to Class Counsel with respect to that payment. Any portion of the allocation for costs and
24 expenses not awarded shall remain part of the MSA for inclusion in the NSA.

25 c. **Class Representative Payment.** Plaintiff Welch will apply to the Court for
26 an award of not more than Five Thousand Dollars and No Cents (\$5,000.00) as his Class
27 Representative Payment, made in his capacity as Class Representatives to compensate him for
28 initiating the Action, performing work in support of the Action, and undertaking the risk of liability for

attorneys' fees and expenses in the event he is unsuccessful in the prosecution of the Action and also made in exchange for his release of claims below. Defendants will not oppose a Class Representative Payment of not more than \$5,000.00 to Welch. The Claims Administrator will pay the Class Representative Payment approved by the Court from the MSA. Payroll taxes, withholdings, and deductions will not be taken from the Class Representative Payment, and instead a Form 1099 will be issued to Plaintiff with respect to that payment. Plaintiff agrees to assume all responsibility and liability for the payment of taxes due on the Class Representative Payment. Any portion of the Class Representative Payment not awarded shall remain part of the MSA for inclusion in the NSA.

d. Payment to Claims Administrator. The Claims Administrator will be paid from the MSA its reasonable fees and expenses (in a not-to-exceed bid) as approved by the Court in an amount currently estimated to not exceed Three Thousand Dollars and No Cents (\$3,000.00).

23. Allocation of NSA and Calculation of Settlement Shares. Subject to the terms and conditions of this Agreement, the Claims Administrator will calculate a settlement share from the NSA for each Class Member. The Settlement Share for each Class Member will be calculated as follows, understanding that the formula below does not constitute an admission by Defendants and is intended only to provide a practical means to simplify and administer the claims process:

a. PAGA Settlement Award. The "PAGA Settlement Award" shall amount to \$15,000.00 (Fifteen Thousand Dollars and Zero Cents) of the Net Settlement Amount and will be allocated to resolving the PAGA Action. Seventy-five percent (75%) of the PAGA Settlement Award will be paid to the LWDA (\$11,250.00) and twenty-five percent (25%) will be paid to PAGA Employees (\$3,750.00). The pro rata amount due to each PAGA Employee will be determined by dividing his or her total pay periods worked during the PAGA Period by the total pay periods worked by all PAGA Employees within the PAGA Period. That fraction will then be multiplied by the 25% portion of the PAGA Settlement Amount to arrive at the PAGA Employee's individual settlement shares ("Individual PAGA Payments"). These payments to PAGA Employees shall be allocated as 100% penalties. PAGA Employees will be responsible for paying any personal income taxes owed on the amounts they receive. PAGA Employees shall have no right to opt out of or not participate in the PAGA Settlement and will be bound by the PAGA Settlement even if they request exclusion from the

1 Class Settlement as described in Paragraph 30.

2 **b. Class Settlement Awards.** The “Class Settlement Awards” shall amount to
3 the balance of the Net Settlement Amount after subtracting the PAGA Settlement Award and shall be
4 allocated to Class Members as defined below. Together, the Class Settlement Award and Individual
5 PAGA Payment is called a “Settlement Share.” The Class Settlement Awards to be paid to Class
6 Members will be calculated by the Settlement Administrator based upon information provided by
7 Defendants. Any person who opts out of the Settlement is not a Class Member and is ineligible to
8 object to the Settlement or to participate in the Settlement.

9 **i. Class Members:** Class Settlement Awards shall be paid to Class
10 Members who do not opt out of the Settlement and shall be hereinafter defined as
11 the “Class Member Settlement Payment.” Each participating Class Member’s
12 share of the Settlement Payment will be determined by dividing their total weeks
13 worked within the Class Period, based on their hire and separation dates, by the
14 total weeks worked by all participating Class Members within the Class Period.
15 That fraction will then be multiplied by the apportioned Settlement Payment to
16 arrive at each Class Member’s individual share. The individual payments made to
17 Class Members shall be allocated as follows: one-third shall be allocated as wages
18 for which a W-2 shall issue, one-third shall be allocated as interest for which a
19 1099 shall issue, and one-third shall be allocated as penalties for which a 1099 shall
20 issue. Staffmark Investment LLC shall be responsible for employer-mandated
21 payroll taxes due on the portion of the Settlement Payments allocated as wages
22 made to participating Staffmark Class Members. Air Menzies shall be responsible
23 for employer-mandated payroll taxes due on the portion of the Settlement Payments
24 allocated as wages made to participating Air Menzies Class Members. The
25 employer-mandated payroll taxes shall be paid separately from and shall not be
26 paid using the MSA and NSA.

27 **24. Releases of Claims.**

28 **a. Release of Class Claims by Settlement Class Members.** Upon the entry

1 of an order by the Court granting final approval of this Stipulation of Settlement, and except as to
2 such rights or claims as may be created by this Stipulation of Settlement, the Settlement Class
3 along with Each Class Member who has been identified on the Class List submitted by Defendant
4 to the Claims Administrator, and who has not properly submitted a timely and valid request to
5 “opt-out” or be excluded from the Action in the manner described in Paragraph 30, in exchange
6 for the consideration recited in this Stipulation of Settlement, on behalf of himself or herself and
7 on behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents,
8 and assigns, shall fully release and discharge the Released Parties from any and all claims,
9 judgments, liens, losses, debts, obligations, guarantees, penalties (including but not limited to all
10 penalties available under the California Labor Code), costs, expenses, attorneys’ fees, damages,
11 indemnities, actions, demands, rights, liabilities, and causes of action of any kind whatsoever,
12 known or unknown, disclosed or undisclosed, suspected or unsuspected, that have been, or that
13 could have been, asserted against the Released Parties, whether or not presented, based on the
14 primary rights or the facts alleged at any point in time in this Action (the “Released Claims”). The
15 Released Claims expressly include, without limitation, all claims for unpaid wages, including
16 without limitation overtime wages, off-the-clock claims, minimum wage claims, claims for failure
17 to timely pay wages, both during employment and after termination of employment, claims for
18 failure to keep accurate and complete payroll records, claims for failure to provide accurate and
19 complete wage statements, claims related to accrued and vested vacation pay, claims relating to
20 meal periods and rest breaks, claims for expense reimbursement, claims for wage premiums,
21 penalties, and interest; claims for penalties, including, but not limited to, recordkeeping penalties,
22 wage statement penalties, minimum-wage penalties, missed meal period and rest break penalties,
23 waiting-time penalties, and any other penalties available under the California Labor Code;
24 premiums or costs and attorneys’ fees and expenses, and any claim arising from the claims
25 described above under applicable federal, state, local or territorial law; all such claims arising
26 under the California Labor Code (including, but not limited to, sections 201, 202, 203, 204, 221-
27 223, 226(a), 226.7, 227.3, 256, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and
28 2810.3; the wage orders of the California Industrial Welfare Commission (including the Minimum

1 Wage Order and Wage Orders 4); California Business and Professions Code section 17200 *et seq.*;
2 the California common law of contract, the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*;
3 federal common law.

4 **b. Release of PAGA Claims by PAGA Employees and Plaintiff.** “Released
5 PAGA Claims” means all PAGA Claims that were actually alleged or could have been alleged in
6 the Complaint in this Action or in the Notice of PAGA Claim submitted by Plaintiff to the
7 California Labor and Workforce Development Agency on February 10, 2020, on behalf of the
8 State of California, himself, and PAGA Employees, including without limitation, any and all
9 PAGA Claims arising under California Labor Code sections 201, 202, 203, 204, 221-223, 226(a),
10 226.7, 227.3, 256, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2810.3. The
11 release of the Released PAGA Claims shall be effective for the PAGA Period. Upon approval of
12 the terms of this Joint Stipulation at the Final Approval Hearing, all PAGA Employees shall
13 release and discharge the Released Parties from Released PAGA Claims, irrespective of whether
14 that PAGA Employee validly requests exclusion from the settlement of Released Class Claims as
15 described in Paragraph 30. An opt-out does not affect the release of PAGA Claims under this
16 Agreement.

17 **c. General Release by Plaintiff.** Upon the Effective Date and Defendants’
18 full funding of the MSA, in addition to the claims being released by all Settlement Class Members
19 and PAGA Employees, Plaintiff will release and forever discharge the Released Parties, to the
20 fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and
21 not asserted, which Plaintiff has or may have against the Released Parties based in any way on, or
22 otherwise related to or arising from, his employment with Defendants as of the date of execution
23 of this Settlement Agreement. The releases include, but are not limited to, all disputes relating to
24 or arising out of any state, local, or federal statute, ordinance, regulation, order, or common law,
25 including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§
26 2000(e), *et seq.*; the Age Discrimination in Employment Act/Older Workers Benefit Protection
27 Act 29 U.S.C. Section 621-634; the Civil Rights Act of 1866, as amended, 42 U.S.C. §§ 1981, *et*
28 *seq.*; the Equal Pay Act, as amended, 29 U.S.C. § 206(d); the Fair Labor Standards Act of 1939, as

1 amended, 29 U.S.C. §§ 201, et seq. and Code of Federal Regulations; the Orders of the California
2 Industrial Welfare Commission regulating wages, hours and working conditions; the California
3 Fair Employment & Housing Act, as amended, California Government Code §§ 12900, et seq.; the
4 California Family Rights Act of 1991, as amended; California Government Code § 12945.2; the
5 California Unruh Civil Rights Act, as amended, California Civil Code §§ 51, et seq.; the
6 California Labor Code (including any claim for civil penalties under the California Labor Code
7 Private Attorneys General Act); the California Government Code; Article 1 of the California
8 Constitution; the Rehabilitation Act of 1973, as amended, 29 U.S.C. §§ 701 et seq.; the Americans
9 with Disabilities Act of 1990, 42 U.S.C. §§ 12100, et seq.; the Family and Medical Leave Act of
10 1993, 29 U.S.C. §§ 2601, et seq. and any state law equivalent; the Employee Retirement Income
11 Security Act of 1974, 29 U.S.C. §§ 1001, et seq.; the National Labor Relations Act, as amended,
12 29 U.S.C. §§ 151, et seq.; California Business and Professions Code §§ 17200, et seq.; other
13 statutory and common law claims; statutory or common law rights to attorneys' fees and costs,
14 penalties/fines, and/or punitive damages; any action based on contract, quasi-contract, quantum
15 meruit, implied contract, tort, wrongful or constructive discharge, breach of the covenant of good
16 faith and fair dealing, defamation, libel, slander, immigration issues, infliction of emotional
17 distress, negligence, assault, battery, conspiracy, harassment, retaliation, discrimination on any
18 basis prohibited by statute or public policy, conversion, any interference with business opportunity
19 or with contract or based upon any other theory; and/or similar causes of action.

20 **d. Waiver of Known and Unknown Claims by Plaintiff.** Plaintiff waives all
21 rights and benefits afforded by Section 1542 of the Civil Code of the State of California, and does so
22 understanding the significance of that waiver, which states:

23 **"A general release does not extend to claims which the creditor or releasing**
24 **party does not know or suspect to exist in his or her favor at the time of**
25 **executing the release, and that, if known by him or her, would have materially**
26 **affected his or her settlement with the debtor or released party."**

27 **25. Certification for Settlement Purposes.** Solely for the purposes of effectuating this
28 Settlement, and subject to Court approval, the Parties hereby stipulate to the conditional certification of

the following Settlement Class:

“All persons who have previously been or currently are employed in California by Air Menzies International (U.S.A.) Inc., whether directly or through any staffing agencies or any third parties, in hourly or non-exempt positions in California at any time from April 15, 2016, to the earlier of the date the Court grants preliminary approval of this settlement or November 1, 2023, and all persons who were employed by Staffmark Investment LLC as a temporary non-exempt employee and placed to work on assignment with Air Menzies International (U.S.A.) Inc. in California at any time from April 15, 2016 to the earlier of the date the Court grants preliminary approval of this settlement or November 1, 2023.”

The Parties agree that if for any reason the Settlement is not preliminarily and finally approved, the conditional certification of the Settlement Class will be of no force or effect, does not constitute an admission by Defendants that class certification is proper, and will not be deemed admissible in this or any other proceeding, and that the Parties will litigate the issue of class certification.

26. Motion for Preliminary Approval of Settlement by the Court. Class Counsel will move the Court for an order granting Preliminary Approval of the Settlement (the “Motion for Preliminary Approval”), setting a date for the Final Approval Hearing, and approving the Class Notice. At the hearing on the Motion for Preliminary Approval, Class Counsel will submit an Order Granting Preliminary Approval of Settlement, Approval of Notice to Class and Setting Hearing for Final Approval of Settlement. Should the Court decline to approve the Settlement in its entirety, the Settlement will be null and void, and the Parties will have no further obligations under it.

27. Duties of the Claims Administrator. The Parties have agreed to the appointment of the ILYM Group, Inc. (the “Claims Administrator”) or such other independent administrator as the Court might appoint to mail the Notice and Employment Information Sheet, to independently review and verify documentation associated with any submitted opt-out requests, and to compute and pay the appropriate sums from the MSA. The Claims Administrator’s capped fee bid of its costs/fees for the administration of the settlement is \$3,000.00 for up to 95 potential class members. The actual fees and costs of the Claims Administrator which will be paid out of the MSA, will not be known until all

claims are administered, and could vary materially from the bid if the class size exceeds 95.

28. **List of Class Members.** Within thirty (30) days after the Court grants Preliminary Approval of the Settlement, Defendants shall provide to the Claims Administrator:

a. An electronic database, in Microsoft Excel or other comparable format, of all Class Members, last known mailing address, Social Security number and Defendants' employee identification number ("Class Members' Data").

b. Corresponding to each Class Member's name, Defendants shall provide either (1) a figure indicating the total number of Work Weeks during the Class Period and total number of Pay Periods during the PAGA Period in which that Class Member and/or PAGA Employee performed any work for Defendants that qualifies under the definitions of Class Members and/or PAGA Employees, or (2) the start and end dates for each Class Member corresponding to the dates that the Class Member worked during the Class Period and the start and end dates for each PAGA Employee corresponding to the dates that the PAGA Employee worked during the PAGA Period. The corresponding number of Work Weeks and Pay Periods provided for each Class Member and PAGA Employees, howsoever provided by Defendants as permitted above, shall be referred to as that Class Member's "Individual Work Weeks" and PAGA Employee's "PAGA Pay Periods," respectively. If any of the Class Members' or PAGA Employees' Data are unavailable to Defendants, Defendants will so inform Class Counsel and the Parties will make their best efforts to agree upon the Class Members' and PAGA Employees' Data prior to when it must be submitted to the Claims Administrator. Class Members' and PAGA Employees' Data will otherwise remain confidential and will not be disclosed to anyone, except as necessary to applicable taxing authorities, or pursuant to Defendants' express written authorization or by order of the Court.

29. **Notice to Class Members.** Upon receipt of the Names and addresses, the Administrator will run the same through the NCOA database to obtain current address information. Within fifteen (15) days of its receipt of the Class Data, the Claims Administrator will mail to each Class Member by first-class mail the Notice of Class Action Settlement ("Notice") in the form attached hereto as **Exhibit "1"** and approved by the Court. Included on the Notice will be the Class Member's first and last name, last known address, employee identification number, Class Member's Individual

1 Work Weeks during the Class Period, PAGA pay periods during the PAGA Period, and the estimated
2 amount of the Class Member's Class Settlement Awards.

3 a. Mailing of Class Notice. Within fifteen (15) days after receiving the Class
4 Members' Data, or as soon thereafter as it can do so, the Claims Administrator will mail the Notice to
5 all identified Class Members via first-class U.S. mail using the mailing address information provided
6 by Defendants, unless modified by any updated address information that the Claims Administrator
7 obtains in the course of administration of the Settlement.

8 b. Returned Class Notice. If a Notice is returned because of an incorrect address,
9 the Claims Administrator will promptly, and not later than ten (10) days from receipt of the returned
10 packet, search for a more current address for the Class Member and re-mail the Notice to the Class
11 Member. The Claims Administrator will be responsible for taking reasonable steps, consistent with its
12 agreed-upon job parameters, court orders, and fee, to trace the mailing address of any Class Member
13 for whom a Notice is returned by the U.S. Postal Service as undeliverable. These reasonable steps
14 shall include the tracking of all undelivered mail; performing address searches for all mail returned
15 without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are
16 found. If a Notice is re-mailed, the Claims Administrator will note for its own records and notify Class
17 Counsel and Defendants' Counsel of the date and address of each such re-mailing as part of a weekly
18 status report provided to the Parties.

19 30. **Request for Exclusion from Settlement.** A Class Member may request to be
20 excluded from the effect of this Agreement, and any payment of amounts under this Agreement by
21 timely mailing a letter to the Claims Administrator stating that the Class Member wants to be excluded
22 from this Action. This letter must include the Class Member's name, address, telephone number, and
23 signature. To be valid and timely, the request to be excluded must be postmarked by the date specified
24 in the Class Notice (no less than forty-five (45) days from the initial mailing of the Class Notice by the
25 Claims Administrator). A Class Member who properly submits a valid and timely request to be
26 excluded from the Action shall not receive any payment of any kind in connection with this Settlement
27 of the Class Claims, shall not be bound by or receive any benefit of the Settlement of the Class Claims,
28 and shall have no standing to object to the Settlement. Notwithstanding the submission of a timely

request for exclusion, PAGA Employees will still be bound by the settlement and release of the Released PAGA Claims or remedies under the Judgment. Requests for exclusion do not apply to the Released PAGA Claims and will not be effective to preclude the release of the Released PAGA Claims. A request for exclusion must be mailed to the Claims Administrator as follows (who shall transmit the request for exclusion to counsel for the Parties as follows):

To Claims Administrator

Per the directions provided by the Claims Administrator and included in the Class Notice

To Class Counsel:

Shaun Setareh, Esq.
William M. Pao, Esq.
Setareh Law Group
9665 Wilshire Blvd, Ste 430
Beverly Hills, CA 90212

To Defense Counsel:

Susan M. Steward, Esq.
Atkinson, Andelson, Loya,
Ruud & Romo, A Professional
Law Corporation
12800 Center Court Drive
South, Suite 300
Cerritos, California 90703-
9364

Aaron Cole, Esq.
Kathleen J. Choi, Esq.
Ogletree, Deakins, Nash,
Smoak & Stewart, P.C.
400 South Hope St., Suite 1200
Los Angeles, California 90071

31. **Objections to Settlement.** The Class Notice will provide that any Class Member who does not request exclusion from the Action in the manner prescribed in Paragraph 30 and who wishes to object to the Settlement must submit an objection in writing to the Claims Administrator not later than forty-five (45) days after the Claims Administrator mails the Class Notice, a written objection to the Settlement which sets forth the grounds for the objection and the other information required by this Paragraph. The objection must be mailed to the Claims Administrator (who shall transmit the objections to counsel for the Parties). The written objection must state the objecting Class Member's full name, and should include the Class Member's address, and the written basis for each specific objection and any legal support in clear and concise terms. A Class Member who does not file and serve a written objection in the manner and by the deadline specified above, may still appear at the Final Approval Hearing to make any objections to the Settlement. If the Court rejects the Class Member's objection, the Class Member will still be bound by the terms of this Agreement.

32. **Disputed Class Member Settlement Shares.** If a Class Member disputes his/her Settlement Share, the Class Member may produce evidence to the Claims Administrator for the Class

1 Period that shows the Class Member worked a different number of Work Weeks than reflected in his
2 or her Settlement Share. In order for the dispute to be considered, he/she must follow the directions on
3 the Class Notice. To be valid and timely, all disputes and supporting documents must be postmarked
4 by the date specified in the Class Notice (no less than forty-five (45) days from the initial mailing of
5 the Class Notice by the Claims Administrator). Any disputes concerning administration of the
6 settlement not resolved by the Parties will initially be decided by the Claims Administrator. If the
7 Claims Administrator's decisions are not mutually accepted by all Parties, the dissatisfied party may
8 request that the Court make a final decision. The Court's decision shall be final and binding on the
9 Parties.

10 **33. Declaration of Claims Administrator.** Not later than fourteen days (14) days prior to
11 the Final Approval Hearing, the Claims Administrator will provide the Parties for filing with the Court
12 a declaration of due diligence setting forth its compliance with its obligations under this Agreement.
13 Prior to the Final Approval Hearing, the Claims Administrator will supplement its declaration of due
14 diligence if any material changes occur from the date of the filing of its prior declaration.

15 **34. No Solicitation of Objection; Right to Void.** Neither the Parties, nor their respective
16 counsel, will directly or indirectly solicit or otherwise encourage any Class Member to seek exclusion
17 from the Settlement, object to the Settlement, or to appeal from the Judgment. If ten percent (10%) or
18 more of the Class Members submit a valid request to be excluded from the Settlement, then
19 Defendants shall have the unilateral right to void this Settlement. Defendants may do so by giving
20 notice to Class Counsel and the Court of their election to void the Settlement not later than seven (7)
21 days before the Final Approval Hearing. No sums shall be payable by Defendants if this Agreement is
22 voided as provided for herein with one exception: Defendants agree to pay any fees owing to the
23 Claims Administrator for services rendered in the event Defendant exercises its right to void the
24 Settlement.

25 **35. Additional Briefing and Final Approval.** Plaintiff will file with the Court a motion
26 for final approval of the Settlement and payment of the Claims Administrator's reasonable fees and
27 expenses and a memorandum in support of their motion; and Plaintiff and Class Counsel will serve on
28 Defendants and file with the Court a motion for awards of the Class Representative Payment, the Class

Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment pursuant to this Settlement, and memoranda in support of their motions.

36. **Right to Respond to Objections.** Before the Final Approval Hearing, the Parties shall be entitled to file and serve a response to any Class Member's objection to the Settlement and/or reply in support of their motion for final approval of the Settlement, and payment of the Claims Administrator's reasonable fees and expenses to the extent that any opposition to the motion is filed; and Plaintiff and Class Counsel may file replies in support of their motions for the Class Representative Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.

37. **Right to Void Settlement Agreement.** If the Court ultimately does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement, then either Party will have the unilateral right to void the Settlement in its entirety; if that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the MSA, NSA or any amounts that otherwise would have been payable under this Agreement, except that Defendants and Plaintiff will jointly and equally pay the Claims Administrator's reasonable fees and expenses incurred as of the date that the Party exercises the right to void the Settlement under this Paragraph. However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the Class Representative Payment, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this Paragraph and shall not render the Settlement voidable. Plaintiff and Class Counsel shall retain the right to appeal awards of attorneys' fees and costs less than requested. Nothing in this paragraph limits Defendants' ability to void the settlement agreement as outlined in Paragraph 34.

38. **Final Judgment.** Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry a Proposed Final Order and Judgment. The Final Order and Judgment shall permanently bar all Class Members (other than those who have submitted timely and valid requests to be excluded from the Action as provided in this Agreement) from prosecuting against Defendants any claims within the scope of the Releases

1 contained in this Agreement.

2 **39. Continuing Jurisdiction.** After entry of the Judgment, the Court will have continuing
3 jurisdiction over the Action and the Settlement solely for purposes of (a) enforcing this Agreement, (b)
4 addressing claims administration matters, and (c) addressing such post-Judgment matters as may be
5 appropriate under court rules or applicable law.

6 **40. Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms
7 and conditions of this Agreement, Plaintiff, Class Members who did not submit a valid and timely
8 objection to the Settlement, Defendants, and their respective counsel hereby waive, except as provided
9 for in this Agreement or prohibited by law, any and all rights to appeal from the Judgment, including
10 all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate
11 judgment, a motion for new trial, any extraordinary writ, and any appeal, and the Judgment therefore
12 will become non-appealable at the time it is entered. The waiver of appeal does not include any
13 waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an
14 appeal is taken from the Judgment, the time for consummation of the Settlement (including making
15 any payments under the Settlement) will be suspended until the appeal is fully and finally resolved and
16 the Judgment, consistent with the terms of this Agreement, becomes Final.

17 **41. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.**

18 If, after a notice of appeal, a petition for review, or a petition for certiorari, or any other motion,
19 petition, writ, application, or appeal, the reviewing court vacates, reverses, or modifies the Judgment
20 such that there is a material modification to the Settlement, and that court's decision is not completely
21 reversed and the Judgment is not fully affirmed on review by a higher court, then either Plaintiff or
22 Defendants will have the unilateral right to void the Settlement, which the Party must do by giving
23 written notice to the other parties, the reviewing court, and the Court, not later than fourteen (14) days
24 after the reviewing court's decision vacating, reversing, or materially modifying the Judgment
25 becomes final. The Party exercising its right to unilaterally void the Settlement pursuant to this
26 provision agrees to pay any fees owing to the Claims Administrator for services rendered. An order
27 vacating, reversing or modifying the Court's award of the Class Representative Payment or the Class
28 Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment will not constitute a

1 vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, and
2 shall not render the Settlement voidable.

3 **42. Establishment of Settlement Account.** The Claims Administrator will establish a
4 Settlement Account for the purpose of administering the funds described in this Stipulation of
5 Settlement. Within thirty (30) calendar days of the Effective Date, Staffmark Investment LLC and Air
6 Menzies International (U.S.A.) Inc. shall pay into the Settlement Account an amount equal to the MSA
7 as provided in Paragraph 21 of this Agreement.

8 **43. Payment of Settlement Shares.** The Claims Administrator shall pay Class Settlement
9 Awards, from the Settlement Account, to all Class Members who have not opted out of the settlement.
10 The Claims Administrator shall also pay Individual PAGA Payments, from the Settlement Account, to
11 all PAGA Employees regardless of whether they opted out. Class Members and/or PAGA Employees
12 who are entitled to both a Class Settlement Award and Individual PAGA Payment will receive a single
13 payment for both on one check by the Claims Administrator. The Claims Administrator shall pay each
14 Settlement Share by sending a check in the appropriate amount to the Class Member at the address
15 indicated in the list of Class Member and PAGA Employee names and addresses provided by
16 Defendants, or as subsequently determined by the Claims Administrator to be the correct address.
17 Such payment shall be sent by the Claims Administrator via U.S. Mail within ten (10) days of its
18 receipt from Defendants of the sums described above in Paragraph 42 above.

19 **44. Uncashed Settlement Share Checks.** Any checks issued by the Claims
20 Administrator to Class Members who do not timely and validly opt out shall be negotiable for one
21 hundred and eighty (180) calendar days. Those funds represented by checks returned as
22 undeliverable and those checks remaining un-cashed for more than 180 days after issuance
23 (collectively, "Voided Settlement Checks") will be sent to Alliance for Children's Rights, a third-
24 party nonprofit organization selected by the Parties as a *cypres* recipient.

25 **45. Final Report by Claims Administrator to Court.** Within ten (10) days after final
26 disbursement of all funds from the Settlement Account, the Claims Administrator will serve on the
27 Parties for filing with the Court a declaration providing a final summary report on the disbursements of
28 all funds from the Settlement Account.

1 **46. Non-Publicity Provision.** The Parties and their counsel agree that they will not issue
2 any press releases, initiate any contact with the press, respond to any press inquiry or have any
3 communication with the press about the fact, amount or terms of the Settlement. In addition, the
4 Parties and their counsel agree that they will not engage in any advertising or distribute any marketing
5 materials relating to the Settlement of this case in any manner that identifies the Defendants, including
6 but not limited to any postings on any websites maintained by Class Counsel. Neither Plaintiff nor
7 Class Counsel will discuss the terms or the fact of the Settlement with third parties other than (1) their
8 immediate family members, (2) their respective accountants or lawyers as necessary for tax purposes;
9 or (3) other Class Members. Plaintiff and Class Counsel agree not to publish any of the terms or
10 conditions of this Settlement in any manner that identifies Defendants. However, Class Counsel may
11 identify this Settlement in other matters to demonstrate their adequacy as counsel in such other
12 matters.

13 **47. No Effect on Other Benefits.** The Class Settlement Awards will not result in any
14 additional employee benefit payments (such as pension, ERISA, 401(k), vacation, or bonus) and shall
15 not have any effect on the eligibility for, or calculation of, any employee benefit. Plaintiff and Class
16 Members are deemed to have waived all such claims, whether known or unknown by them, as part of
17 their release of claims under this Agreement.

18 **48. No Admission of Liability.** Defendants deny that they engaged in any unlawful
19 activity, failed to comply with the law in any respect, or have any liability to anyone under the claims
20 asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly
21 disputed claims. Nothing in this Agreement is intended or will be construed as an admission of
22 liability or wrongdoing by Defendants, or an admission by Plaintiff that any of his claims was non-
23 meritorious or any defense asserted by Defendants was meritorious. This Settlement and the fact that
24 Plaintiff and Defendants were willing to settle the Action will have no bearing on, and will not be
25 admissible in connection with, any litigation (other than solely in connection with the Settlement).

26 **49. Improper Use of Settlement.** Whether or not the Settlement becomes final, this
27 Stipulation of Settlement is a settlement document and shall, pursuant to California Evidence Code
28 section 1152 and Federal Rule of Evidence 408(a), be inadmissible in evidence. The preceding

1 sentence shall not apply to an action or proceeding to approve, interpret, or enforce this Stipulation of
2 Settlement.

3 50. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties
4 and their counsel, this Agreement and its exhibits will constitute the entire agreement between the
5 Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties,
6 covenants, or inducements have been made to any Party concerning this Agreement or its exhibits
7 other than the representations, warranties, covenants, and inducements expressly stated in this
8 Agreement and its exhibits.

9 51. **Modification.** This Stipulation of Settlement may not be changed, altered, or
10 modified, except in a writing signed by the Parties hereto and approved by the Court. This Stipulation
11 of Settlement may not be discharged except by performance in accordance with its terms or by a
12 writing signed by all of the Parties hereto.

13 52. **Attorney Authorization.** Class Counsel and Defense Counsel warrant and represent
14 that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action
15 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms,
16 and to execute any other documents required to effectuate the terms of this Agreement. The Parties
17 and their counsel will cooperate with each other and use their best efforts to effect the implementation
18 of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any
19 document needed to implement the Agreement, or on any supplemental provisions that may become
20 necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court,
21 and in all cases, all such documents, supplemental provisions and assistance of the court will be
22 consistent with this Agreement.

23 53. **Modification of Agreement.** This Agreement, and all parts of it, may be amended,
24 modified, changed, or waived only by an express written instrument signed by all Parties or their
25 successors-in-interest.

26 54. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure
27 to the benefit of, the successors of each of the Parties.

28 55. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be

1 governed by and interpreted according to the laws of the State of California, without giving effect to
2 any conflict of law principles or choice of law principles.

3 **56. Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation
4 of this Agreement. This Agreement will not be construed against any Party on the basis that the Party
5 was the drafter or participated in the drafting.

6 **57. Fair Settlement.** The Parties and their respective counsel believe and warrant that this
7 Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this
8 Agreement through arms-length negotiations, considering all relevant factors, current and potential.

9 **58. Headings.** The descriptive heading of any section or paragraph of this Agreement is
10 inserted for convenience of reference only and does not constitute a part of this Agreement.

11 **59. Notice.** All notices, demands or other communications given under this Agreement
12 will be in writing and deemed to have been duly given as of the third business day after mailing by
13 United States mail, addressed as follows:

14
15 **To Class Counsel:**

16 Shaun Setareh, Esq.
17 William M. Pao, Esq.
18 Setareh Law Group
19 9665 Wilshire Blvd, Ste 430
20 Beverly Hills, CA 90212

21 **To Defense Counsel:**

22 Susan M. Steward, Esq.
23 Atkinson, Andelson, Loya, Ruud & Romo, A
24 Professional Law Corporation
25 12800 Center Court Drive South, Suite 300
26 Cerritos, California 90703-9364

27 Aaron Cole, Esq.
28 Kathleen J. Choi, Esq.
29 Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
30 400 South Hope St., Suite 1200
31 Los Angeles, California 90071

32 **60. Execution in Counterpart.** This Agreement may be executed in one or more
33 counterparts. All executed counterparts and each of them will be deemed to be one and the same
34 instrument provided that counsel for the Parties will exchange between themselves original signed
35 counterparts. A Party's signature via DocuSign or similar electronic means shall be considered a valid
36 and original method of execution. Facsimile signatures will be presumptive evidence of execution of
37 the original, which shall be produced on reasonable request. Any executed counterpart will be
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admissible to prove the existence and contents of this Agreement.

61. **No 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 herein released and discharged.

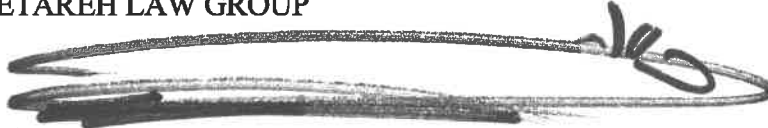
62. **Class Counsel Signatories.** It is agreed that, because the members of the Settlement Class are so numerous, it is impossible or impractical to have each such Class Member execute this Stipulation of Settlement. The Notice will advise all Class Members of the binding nature of the release, and such shall have the same force and effect as if this Stipulation of Settlement were executed by each Member of the Settlement Class.

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1 **APPROVED AS TO FORM AND CONTENT:**

2 DATED: November 8, 2023

SETAREH LAW GROUP

3
4 By: 

5 SHAUN SETAREH
6 WILLIAM M. PAO
Attorneys for Plaintiff
7 HERMAN WELCH

8 DATED: November __, 2023

ATKINSON, ANDELSON, LOYA, RUUD & ROMO
A Professional Law Corporation

9
10 By: _____

11 SUSAN M. STEWARD
Attorneys for Defendants
12 STAFFMARK HOLDINGS, INC. and
13 STAFFMARK INVESTMENT LLC

14 DATED: November __, 2023

OGLETREE, DEAKINS, NASH, SMOAK &
15 STEWART, P.C.

16
17 By: _____

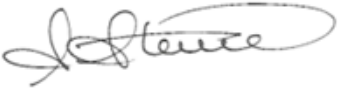
18 AARON COLE
KATHLEEN J. CHOI
Attorneys for Defendant
19 AIR MENZIES INTERNATIONAL (U.S.A.), INC.

1 **APPROVED AS TO FORM AND CONTENT:**

2 DATED: November , 2023 SETAREH LAW GROUP

3
4 By: _____
5 SHAUN SETAREH
6 WILLIAM M. PAO
7 Attorneys for Plaintiff
8 HERMAN WELCH

9 DATED: November 15, 2023 ATKINSON, ANDELSON, LOYA, RUUD & ROMO
A Professional Law Corporation

10 
11 By: _____
12 SUSAN M. STEWARD
13 Attorneys for Defendants
14 STAFFMARK HOLDINGS, INC. and
15 STAFFMARK INVESTMENT LLC

16 DATED: November __, 2023 OGLETREE, DEAKINS, NASH, SMOAK &
17 STEWART, P.C.

18 By: _____
19 AARON COLE
20 KATHLEEN J. CHOI
21 Attorneys for Defendant
22 AIR MENZIES INTERNATIONAL (U.S.A.), INC.

1 **APPROVED AS TO FORM AND CONTENT:**

2 DATED: November , 2023

SETAREH LAW GROUP

4 By: _____

5 SHAUN SETAREH
6 WILLIAM M. PAO
7 Attorneys for Plaintiff
8 HERMAN WELCH

8 DATED: November , 2023

ATKINSON, ANDELSON, LOYA, RUUD & ROMO
A Professional Law Corporation

10 By: _____

11 SUSAN M. STEWARD
12 Attorneys for Defendants
13 STAFFMARK HOLDINGS, INC. and
14 STAFFMARK INVESTMENT LLC

14 DATED: November 29, 2023

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

16 By: _____

17 
18 AARON COLE
19 KATHLEEN J. CHOI
20 Attorneys for Defendant
21 AIR MENZIES INTERNATIONAL (U.S.A.), INC.

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DATED: November ^{11/8/2023} ___, 2023

HERMAN WELCH

By:


ID d9ZYhccvZIG7X0sLrdPmxKjL

DATED: November ___, 2023

STAFFMARK HOLDINGS, INC.

By: _____

Its _____

DATED: November ___, 2023

STAFFMARK INVESTMENT LLC

By: _____

Its _____

DATED: November ___, 2023

AIR MENZIES INTERNATIONAL (U.S.A.) INC.

By: _____

Its _____

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DATED: November __, 2023

HERMAN WELCH

By: _____

DATED: November 15, 2023

STAFFMARK HOLDINGS, INC.

By: Suzanne Perry

Its CPO

DATED: November 15, 2023

STAFFMARK INVESTMENT LLC

By: Suzanne Perry

Its CPO

DATED: November __, 2023

AIR MENZIES INTERNATIONAL (U.S.A.) INC.

By: _____

Its _____

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DATED: November __, 2023

HERMAN WELCH

By: _____

DATED: November __, 2023

STAFFMARK HOLDINGS, INC.

By: _____

Its _____

DATED: November __, 2023

STAFFMARK INVESTMENT LLC

By: _____

Its _____

DATED: November 20, 2023

AIR MENZIES INTERNATIONAL (U.S.A.) INC.

By: 

Its SVP, AMERICAS