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Page)*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

JOSE LUIS SALINAS, individually and on
behalf of others similarly situated,

Plaintiff,

vs.

BRASSTECH, INC., a California Corporation;
REAL TIME STAFFING SERVICES, LLC, a
California Limited Liability Company; and
EMPLOYBRIDGE LLC, a California Limited
Liability Company; and DOES 1 through 50,
inclusive,,

Defendants.

Case No. 30-2020-01141960-CU-OE-CXC

The Hon. Peter Wilson, Dept.: CX102

STIPULATION OF PAGA SETTLEMENT

Action Filed: June 8, 2020

Trial Date: None Set

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STIPULATION OF PAGA SETTLEMENT

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16 Services, LLC and EmployBridge, LLC

1 IT IS HEREBY STIPULATED, by and between Plaintiff Jose Luis Salinas (“Plaintiff”),
2 individually and on behalf of all other aggrieved employees, on the one hand, and Defendant
3 Brasstech, Inc. (“Brasstech”) and Defendants Real Time Staffing Services, LLC and EmployBridge,
4 LLC (“Real Time”) on the other hand, and subject to the approval of the Court, that the Action is
5 hereby compromised and settled pursuant to the terms and conditions set forth in this Stipulation of
6 PAGA Settlement (“Stipulation”) and that the Court shall make and enter judgment, subject to the
7 continuing jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and
8 terms set forth herein which by this reference become an integral part of this Stipulation.

9 **DEFINITIONS**

10 1. “Action” means the representative action entitled *Jose Luis Salinas v. Brasstech,*
11 *Inc., Real Time Staffing Services, LLC, and EmployBridge LLC*, Orange County Superior Court
12 Case No. 30-2020-01141960-CU-OE-CXC.

13 2. “PAGA Member” or “PAGA Members” means all current and former non-exempt
14 employees of Defendants who performed work for Brasstech in the state of California at any time
15 during the PAGA Period, including such persons employed directly or indirectly, as regular
16 employees (meaning employees directly hired by Brasstech), contingent employees (meaning
17 employees assigned to perform work for Brasstech by a temporary services employer), or converted
18 employees (meaning contingent employees who became regular employees of Brasstech).

19 3. “Approval Hearing” means the hearing to be conducted by the Court after the filing
20 of an appropriate motion by Plaintiff, at which time Plaintiff shall request that the Court approve
21 the Settlement, enter the Judgment, and take other appropriate action.

22 4. “Compensable Pay Periods” means the total number of pay periods during which a
23 PAGA Member performed work for Brasstech as a non-exempt employee of Defendants or any of
24 them in California during the PAGA Period, based on Defendants’ records, and which shall be used
25 to calculate Individual Settlement Payments. A pay period refers to any pay period in which a
26 PAGA Member worked at least one (1) day.

27 5. “Complaint” means the operative Second Amended Complaint filed by Plaintiff on
28 or about October 30, 2020.

1 6. “Defendants” means defendants Brasstech, Inc., Real Time Staffing Services, LLC,
2 and EmployBridge LLC.

3 7. “Defense Counsel” means Jeffrey S. Ranen, Soojin Kang, and Kelley M. Fox of
4 Lewis Brisbois Bisgaard & Smith LLP, and Michael S. Kun and Kevin D. Sullivan of Epstein
5 Becker & Green, P.C.

6 8. “Effective Date” means the latter of: (a) if no timely objections are filed or if all
7 objections are withdrawn, the date upon which the Court enters an order approving the Settlement;
8 (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being
9 filed; or (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such
10 appeal in a way that does not alter the terms of the settlement.

11 9. “PAGA Members List” means information regarding the PAGA Members that
12 Defendants shall in good faith compile from their records and shall be authorized by the Court to
13 transmit in a secured and confidential manner to the Settlement Administrator. The PAGA Members
14 List shall be in a Microsoft Excel spreadsheet and shall include the following information for each
15 PAGA Member: (1) full name; (2) last known home address; (3) last known telephone number; (4)
16 social security number; (5) start and end dates of active employment as a non-exempt employee of
17 Defendants performing work for Brasstech in the State of California during the PAGA Period; (6)
18 total Compensable Pay Periods worked during the PAGA Period; and (7) any other information
19 required by the Settlement Administrator in order to effectuate the terms of the Settlement.

20 10. “Plaintiff’s Incentive Payment” means the amount that the Court authorizes to be
21 paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Payment, in recognition of Plaintiff’s
22 effort and risk in prosecuting the Action.

23 11. “Individual Settlement Payment” means the amount payable from the PAGA Fund
24 to each of the PAGA Members.

25 12. “Judgment” means the final order and judgment to be entered by the Court granting
26 approval of the Settlement and this Stipulation as binding upon the Parties and the PAGA Members.

27 13. “LWDA” means the California Labor and Workforce Development Agency.
28

1 14. “Notice” means the Notice of PAGA Settlement, substantially in the form attached
2 as **Exhibit 1**, which shall be subject to Court approval and which the Settlement Administrator shall
3 mail to each of the PAGA Members in both English and Spanish providing a summary of the
4 provisions of the Settlement.

5 15. “PAGA” means the Private Attorneys General Act of 2004, California Labor Code
6 sections 2698, *et seq.*

7 16. “PAGA Fund” means the Gross Settlement Amount, less Plaintiff’s Counsel Award,
8 the Plaintiff’s Incentive Payment, and Settlement Administration Costs, of which seventy five
9 percent (75%) shall be distributed to the LWDA for PAGA penalties pursuant to California Labor
10 Code § 2699(i), and twenty five percent (25%) shall be distributed to the PAGA Members for their
11 Individual Settlement Payments.

12 17. “PAGA Notice” means the collective correspondence submitted by Plaintiff’s
13 Counsel to the LWDA on or about April 1, 2020 pursuant to California Labor Code section
14 2699.3(a)(1).

15 18. “Parties” means Plaintiff and Defendants.

16 19. “Plaintiff” means plaintiff Jose Luis Salinas.

17 20. “Plaintiff’s Counsel” means Heather Davis, Amir Nayebdadash and Carlos Jimenez
18 of Protection Law Group, LLP.

19 21. “Plaintiff’s Counsel Award” means reasonable attorneys’ fees for Plaintiff’s
20 Counsel’s litigation and resolution of this Action (not to exceed 33.33% of the Gross Settlement
21 Amount), and Plaintiff’s Counsel’s expenses and costs reasonably incurred in connection with this
22 Action.

23 22. “Released Claims” with respect to Plaintiff, the PAGA Members, and the LWDA
24 means all claims for penalties and attorneys’ fees and costs recoverable under PAGA which
25 Plaintiff, PAGA Members, and/or the LWDA had, or may claim to have, against Released Parties,
26 arising out of the violations alleged in the Complaint or the PAGA Notice, including PAGA
27 penalties, based on the following claims: unpaid straight and overtime wages (including any work
28 off-the-clock and non-productive time for any piece rate work), failure to provide reporting time

1 pay, failure to pay employees all minimum wages and overtime wages owed including by failing to
2 pay all overtime and double time at the correct regular rate of pay, failure to provide compliant meal
3 and rest breaks, failure to pay them all premium wages owed for short, late or missed meal and rest
4 periods, failure to pay all wages owed at discharge or resignation; failure to timely pay wages within
5 the times permissible under Labor Code section 204; failure to provide complete and accurate wage
6 statements; failure to keep complete and accurate payroll records; failure to reimburse necessary
7 business-related expenses; and violations of Labor Code sections 201, 202, 203, 204, 210, 226(a),
8 226.2, 226.3, 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2698,
9 *et seq.*, 2800, and 2802 (collectively, the "Released Claims"). This release shall apply to claims
10 arising during the PAGA Period and will be binding and effective upon Plaintiff, PAGA Members,
11 and the LWDA regardless of whether the PAGA Member cashes his or her settlement check.

12 23. "Plaintiff's Additional Released Claims" means the Released Claims and any and all
13 claims, demands, rights, liabilities, and/or cause or causes of action, whether known or unknown,
14 which have been or could have been asserted by Plaintiff, or Plaintiff's heirs, successors and/or
15 assigns, against Defendants and/or any of the Released Parties arising at any time prior to the entry
16 of the Judgment, including but not limited to any and all claims which arose out of or are in any way
17 connected to Plaintiff's employment with Defendants and all claims alleged in the Action. This
18 release specifically excludes claims for unemployment insurance, disability, social security, and
19 workers' compensation (except for claims pursuant to Labor Code Sections 132a and 4553).

20 As to Plaintiff's Additional Released Claims, Plaintiff expressly waives all rights and
21 benefits under the terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

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

26 Notwithstanding the provisions of section 1542, and for the purpose of implementing a full
27 and complete release and discharge of all of his Released Claims, Plaintiff expressly acknowledges
28 that this Settlement is intended to include in its effect, without limitation, all Released Claims which

1 Plaintiff does not know or suspect to exist in his favor at the time of execution hereof, and that the
2 Settlement contemplates the extinguishment of all such Released Claims.

3 24. “Released Parties” means (a) Defendants and any direct or indirect parents,
4 subsidiaries, divisions, affiliates, and related entities of each Defendant and all temporary services
5 employers that provided employees to work at Brasstech that are PAGA Members; (b) any
6 predecessors, successors, or assigns of any of the foregoing (a); and (c) any past, present or future
7 employees, officers, directors, affiliates, partners, joint venturers, co-venturers, licensors, licensees,
8 principals, members, managers, managing agents, agents, attorneys, accountants, insurers,
9 reinsurers, shareholders, trusts, trustees, representatives, administrators, fiduciaries, heirs,
10 subrogees, and executors of any of the foregoing (a)–(b) in his, her, their, or its capacity as such.

11 25. “Settlement” means the final and complete disposition of the Action pursuant to this
12 Stipulation.

13 26. “Settlement Administration Costs” means the reasonable costs and fees of
14 administering the Settlement to be paid from the Gross Settlement Amount, including, but not
15 limited to: (i) printing, mailing, and re-mailing (if necessary) Settlement Packets to the PAGA
16 Members; (ii) preparing and submitting to PAGA Members and government entities all appropriate
17 tax filings and forms; (iii) computing the amount of and distributing Individual Settlement
18 Payments, the Plaintiff’s Incentive Payment, Plaintiff’s Counsel Award, and the PAGA payment to
19 the LWDA; (iv) establishing a Qualified Settlement Fund, as defined by the Internal Revenue Code;
20 and (vi) preparing and submitting filings required by law in connection with the payments required
21 by the Settlement.

22 27. “Settlement Administrator” means ILYM Group, Inc.

23 28. “Gross Settlement Amount” means the maximum amount Brasstech shall have to
24 pay in connection with this Settlement, which shall be inclusive of (1) payments to the PAGA
25 Members and the LWDA, (2) Plaintiff’s Counsel’s fees, (3) Plaintiff’s Counsel’s costs, (4)
26 Settlement Administration Costs, and (5) Incentive Payment to Plaintiff. Subject to Court approval
27 and the terms of this Stipulation, the Gross Settlement Amount Brasstech shall be required to pay is
28 One Million Four Hundred Thousand and 0/100 Dollars (\$1,400,000.00). Real Time and Brasstech

1 have entered into a separate agreement regarding the amount Real Time will pay to Brasstech as a
2 contribution to the amount Brasstech is paying.

3 29. "Settlement Packet" means the packet of documents which shall be mailed to all
4 PAGA Members by the Settlement Administrator, including the Notice and each PAGA Member's
5 respective Individual Settlement Payment.

6 30. "PAGA Period" means the period from April 1, 2019 through January 30, 2022.

7 **RECITALS**

8 31. Procedural History. On June 8, 2020, Plaintiff filed a wage and hour PAGA lawsuit
9 against Defendants in the Orange County Superior Court, entitled *Jose Luis Salinas v. Brasstech,*
10 *Inc., Real Time Staffing Services, LLC, and EmployBridge LLC*, Case No. 30-2020-01141960-CU-
11 OE-CXC.

12 32. On August 25, 2020, Plaintiff filed a First Amended Complaint to define the
13 "Aggrieved Employees" as "any non-exempt employee of any Defendant(s) who performed work
14 for Brasstech within California from June 4, 2020 to the date that final judgment is entered."

15 33. On October 30, 2020, Plaintiff filed a Second Amended Complaint to define the
16 PAGA period start date as April 1, 2019.

17 34. On December 14, 2021, the Parties participated in a private mediation session with
18 mediator Jeffrey Ross, Esq. At the end of the mediation, Mr. Ross made a mediator's proposal
19 outlining the material terms of a proposed settlement. The Parties accepted the mediator's proposal,
20 which they memorialized in a signed Memorandum of Understanding executed on April 6 and 7,
21 2022 and made subject to the Parties entering into a more comprehensive written settlement
22 agreement, which is set forth in this document.

23 35. Benefits of Settlement to Plaintiff and the PAGA Members. Plaintiff and Plaintiff's
24 Counsel recognize the expense and length of continued proceedings that would be necessary to
25 litigate Plaintiff's claims in the Action through trial and through any possible appeals. Plaintiff also
26 has taken into account the uncertainty and risks of the outcome of further litigation, and the
27 difficulties and delays inherent in such litigation. Plaintiff and Plaintiff's Counsel are also aware of
28 the burdens of proof necessary to establish liability for the claims asserted in the Action, both

1 generally and in response to Defendants' defenses thereto, and the difficulties in establishing
2 violations claimed and penalties sought in the Action. Plaintiff and Plaintiff's Counsel also have
3 taken into account Defendants' agreement to enter into a settlement that confers substantial benefits
4 upon the PAGA Members. Based on the foregoing, Plaintiff and Plaintiff's Counsel have
5 determined that the Settlement set forth in this Stipulation is fair, adequate, and reasonable and is in
6 the best interests of all PAGA Members.

7 36. Defendants' Reasons for Settlement. Defendants have concluded that any further
8 defense of the Action would be protracted and expensive for all Parties. Substantial amounts of
9 Defendants' time, energy, and resources have been, and unless this Settlement is completed, shall
10 continue to be, devoted to the defense of the claims asserted by Plaintiff. Defendants have also
11 taken into account the risks of further litigation in reaching its decision to enter into this Settlement.
12 Even though Defendants contend they are not liable for any of the claims alleged by Plaintiff in the
13 Action, Defendants have agreed, nonetheless, to settle in the manner and upon the terms set forth in
14 this Stipulation and to put to rest the claims alleged in this Action. Defendants have asserted and
15 continue to assert that the claims alleged by Plaintiff have no merit and do not give rise to any
16 liability, damages, restitution, penalties, or other payments. This Stipulation is a compromise of
17 disputed claims. Nothing contained in this Stipulation, no documents referred to herein, and no
18 action taken to carry out this Stipulation, shall be construed or used as an admission by or against
19 Defendants as to the merits or lack thereof of the claims asserted in the Action. Defendants contend
20 that they have complied with all applicable state, federal, and local laws.

21 TERMS OF SETTLEMENT

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

24 37. Binding Settlement. This Settlement shall bind the Parties, all PAGA Members, and
25 the LWDA, subject to the terms and conditions hereof and the Court's approval.

26 38. Tax Liability. The Parties make no representations as to the tax treatment or legal
27 effect of the payments specified herein, and the PAGA Members are not relying on any statement
28 or representation by the Parties, Plaintiff's Counsel or Defense Counsel in this regard. The PAGA

1 Members and Plaintiff's Counsel understand and agree that they shall be responsible for the payment
2 of all taxes and penalties assessed on the payments specified herein, and shall hold the Parties,
3 Plaintiff's Counsel, and Defense Counsel free and harmless from and against any claims resulting
4 from treatment of such payments as non-taxable, including the treatment of such payments as not
5 subject to withholding or deduction for payroll and employment taxes.

6 39. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision
7 of this Stipulation, and no written communication or disclosure between or among the Parties,
8 Plaintiff's Counsel, or Defense Counsel and other advisers, is or was intended to be, nor shall any
9 such communication or disclosure constitute or be construed or be relied upon as, tax advice within
10 the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended);
11 (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal
12 and tax counsel for advice (including tax advice) in connection with this Stipulation, (b) has not
13 entered into this Stipulation based upon the recommendation of any other party or any attorney or
14 advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by
15 any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the
16 acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation
17 that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of
18 whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax
19 treatment or tax structure of any transaction, including any transaction contemplated by this
20 Stipulation.

21 40. Approval of Settlement. Plaintiff shall be responsible for moving the Court to
22 approve the Settlement and enter the Judgment. The Parties agree to work diligently and
23 cooperatively to have this Settlement presented to the Court for approval, including working
24 cooperatively in good faith to address any questions raised by the Court and making any
25 amendments required by the Court to make any immaterial changes with counsel's signatures.
26 Plaintiff's Counsel will be responsible for drafting the motion for approval of Settlement and all
27 documents necessary to obtain the court's approval of the Settlement, and will allow Defense
28 Counsel a reasonable opportunity to comment and have input on said motion, particularly as to

1 information that Defendants consider confidential, proprietary, or trade secret. Defendants further
2 agree that they will not oppose Plaintiff's motion for approval of the Settlement. The Judgment
3 shall provide for, among other things, the Settlement Packet to be sent to PAGA Members as
4 specified herein.

5 41. Release by Plaintiff and Other PAGA Members: Plaintiff, all other PAGA Members,
6 and the LWDA shall be deemed to have released their respective Released Claims against the
7 Released Parties upon the Effective Date. In addition, Plaintiff shall also be deemed to have released
8 Plaintiff's Additional Released Claims against the Released Parties upon the Effective Date.

9 42. Settlement Administration.

10 a. Within fourteen (14) calendar days after the date on which the Court enters
11 an order granting approval of the Settlement, Defendants shall provide the Settlement Administrator
12 with the PAGA Members List for purposes of mailing the Settlement Packets to PAGA Members.

13 i. Notice by First Class U.S. Mail. Upon receipt of the PAGA Members
14 List, the Settlement Administrator shall perform a search based on the National Change of Address
15 Database maintained by the United States Postal Service to update and correct any known or
16 identifiable address changes. Within fourteen (14) days of receiving the Gross Settlement Amount
17 from Defendants as provided herein, the Settlement Administrator shall mail copies of the
18 Settlement Packet, which shall include the Notice and each PAGA Member's respective Individual
19 Settlement Payments, to all PAGA Members via regular First Class U.S. Mail. The Settlement
20 Administrator shall exercise its best judgment to determine the current mailing address for each
21 PAGA Member. The address identified by the Settlement Administrator as the current mailing
22 address shall be presumed to be the most current mailing address for each PAGA Member. The
23 Parties agree that this procedure for notice provides the best notice practicable to PAGA Members
24 and fully complies with due process.

25 ii. Undeliverable Settlement Packets. Any Settlement Packet returned
26 to the Settlement Administrator as non-deliverable shall be re-mailed to the forwarding address
27 affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly
28 attempt to determine a correct address by the use of skip-tracing, or other type of automated search,

1 using the name, address, and/or Social Security number of the PAGA Member involved, and shall
2 then perform a re-mailing to the PAGA Member whose Settlement Packet was returned as non-
3 deliverable, assuming another mailing address is identified by the Settlement Administrator. If these
4 procedures are followed, notice to PAGA Members shall be deemed to have been fully satisfied,
5 and if the intended recipient of the Settlement Packet does not receive the Settlement Packet, the
6 intended recipient shall nevertheless remain bound by all terms of the Settlement and the Judgment.

7 iii. Determination of Individual Settlement Payments. The Settlement
8 Administrator shall determine the eligibility for, and the amount of, each Individual Settlement
9 Payment under the terms of this Stipulation. The Settlement Administrator's determination of the
10 eligibility for and amount of each Individual Settlement Payment shall be binding upon the PAGA
11 Members and the Parties, yet subject to review by Plaintiff's Counsel, Defense Counsel, and the
12 Court. In the absence of fraud or gross negligence, Defendants' records shall be presumed accurate.

13 iv. Disputes Regarding Administration of Settlement. Any dispute not
14 resolved by the Settlement Administrator concerning the administration of the Settlement shall be
15 resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties shall
16 confer in good faith and make use of the services of mediator Jeffrey Ross, if necessary, to resolve
17 the dispute without the necessity of involving the Court.

18 b. Accounting. The Settlement Administrator will provide an accounting under
19 oath to the Parties of the amounts paid out.

20 c. Monitoring and Reviewing Settlement Administration. The Parties have the
21 right to monitor and review the administration of the Settlement to verify that the monies allocated
22 under the Settlement are distributed in the correct amount, as provided for in this Stipulation.

23 d. Best Efforts. The Parties agree to use their best efforts to carry out the terms
24 of this Settlement.

25 43. Funding and Allocation of the Gross Settlement Amount. No later than fourteen (14)
26 calendar days after the Effective Date, Brasstech shall provide to the Settlement Administrator in
27 any feasible manner, including, but not limited to, by way of a wire transfer, the Gross Settlement
28 Amount. If this Settlement is not finally approved by the Court in full, or is terminated, rescinded,

1 canceled, or fails to become effective for any reason, or if the Effective Date does not occur, then
2 no portion of the Gross Settlement Amount shall be paid by Defendants or any of them.

3 a. Individual Settlement Payments. The PAGA Members shall not be required
4 to submit a claim in order to receive a share of the PAGA Fund, and no portion of the Gross
5 Settlement Amount shall revert to Defendants or result in an unpaid residue. Individual Settlement
6 Payments shall be paid by the Settlement Administrator from the PAGA Fund pursuant to the
7 formula set forth herein.

8 i. Each PAGA Member's Individual Settlement Payment shall be
9 calculated solely by the Settlement Administrator according to the following formula: Defendants
10 shall provide the Settlement Administrator with the Compensable Pay Periods for each PAGA
11 Member. The Settlement Administrator shall then divide the PAGA Members' portion of the PAGA
12 Fund by the total number of Compensable Pay Periods for all Participating PAGA Members
13 resulting in a value for each Compensable Pay Period worked by the PAGA Members during the
14 PAGA Period ("Pay Period Value"). The Settlement Administrator shall then multiply the number
15 of Compensable Pay Periods for each PAGA Member by the Pay Period Value.

16 ii. Individual Settlement Payments shall be made by check and shall be
17 made payable to each PAGA Member as set forth in this Stipulation.

18 iii. Individual Settlement Payments shall be allocated one hundred
19 percent (100%) as non-wage penalties not subject to payroll tax withholdings. The Settlement
20 Administrator shall issue an IRS Form 1099 to each PAGA Member along with the Individual
21 Settlement Payment.

22 iv. Individual Settlement Payment checks shall remain negotiable for one
23 hundred eighty (180) days from the date of mailing. If an Individual Settlement Payment check
24 remains uncashed after one hundred eighty (180) days from issuance, the Settlement Administrator
25 shall distribute the value of the uncashed check to the State Controller's Unclaimed Property Fund
26 in the name of the PAGA Member. In such event, such PAGA Members shall nevertheless remain
27 bound by the Settlement.

1 v. It is expressly understood and agreed that the receipt of Individual
2 Settlement Payments shall not entitle any PAGA Member to additional compensation or benefits
3 under any collective bargaining agreement or under any bonus, contest, or other compensation or
4 benefit plan or agreement in place during the period covered by the Settlement, nor shall it entitle
5 any PAGA Member to any increased pension and/or retirement, or other deferred compensation
6 benefits. It is the intent of the Parties that the Individual Settlement Payments provided for in this
7 Stipulation are the sole payments to be made to the PAGA Members in connection with this
8 Settlement, with the exception of Plaintiff, and that the PAGA Members are not entitled to any new
9 or additional compensation or benefits as a result of having received the Individual Settlement
10 Payments. Furthermore, the receipt of Individual Settlement Payments by the PAGA Members shall
11 not, and does not, by itself establish any general, special, or joint employment relationship between
12 and among the PAGA Members and Defendants.

13 b. Plaintiff's Incentive Payment. Subject to Court approval, Plaintiff shall be
14 paid an incentive payment not to exceed Five Thousand Dollars (\$5,000), or any lesser amount as
15 awarded by the Court, for his time and effort in bringing and presenting the Action and for releasing
16 the Released Claims and Additional Released Claims. Defendants shall not oppose or object to
17 Plaintiff's request for an incentive payment in an amount not to exceed Five Thousand Dollars
18 (\$5,000). The incentive payment shall be paid to Plaintiff from the Gross Settlement Amount no
19 later than fourteen (14) days after Defendants provide the Settlement Administrator with the Gross
20 Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for his
21 incentive payment. Plaintiff shall be solely and legally responsible to pay any and all applicable
22 taxes on his incentive payment and shall hold harmless Defendants, Plaintiff's Counsel, and Defense
23 Counsel from any claim or liability for taxes, penalties, or interest arising as a result of payment of
24 the incentive payment. Plaintiff's Incentive Payment shall be made in addition to Plaintiff's
25 Individual Settlement Payment. Any amount requested by Plaintiff for the incentive payment and
26 not awarded by the Court shall become part of the PAGA Fund and shall be distributed to the LWDA
27 and to the PAGA Members as part of their Individual Settlement Payments.

28

1 c. Plaintiff's Counsel Award. Subject to Court approval, Defendants shall not
2 oppose a request for attorneys' fees to Plaintiff's counsel in an amount not to exceed 33.33% of the
3 Gross Settlement Amount, which amounts to Four Hundred Sixty-Six Thousand Six Hundred
4 Twenty Dollars and Zero Cents (\$466,620.00). In addition, and subject to Court approval,
5 Defendants shall not oppose a request for an award of reasonable costs to Plaintiff's Counsel
6 associated with Plaintiff's Counsel's prosecution of the Action in an amount not to exceed Fifty-
7 Thousand Dollars and Zero Cents (\$50,000.00). Plaintiff's Counsel shall provide the Settlement
8 Administrator with a properly completed and signed IRS Form W-9 in order for the Settlement
9 Administrator to process the Plaintiff's Counsel Award approved by the Court. In the event that the
10 Court awards Plaintiff's Counsel less than Four Hundred Sixty-Six Thousand Six Hundred Twenty
11 Dollars and Zero Cents (\$466,620.00) in attorneys' fees and/or less than Fifty-Thousand Dollars
12 and Zero Cents (\$50,000.00) in costs, the difference shall become part of the PAGA Fund and shall
13 be distributed to the LWDA and the PAGA Members as part of their Individual Settlement
14 Payments. Plaintiff's Counsel shall be paid any Court-awarded attorneys' fees and costs no later
15 than fourteen (14) days after Defendants provide the Settlement Administrator with the Gross
16 Settlement Amount. Plaintiff's Counsel shall be solely and legally responsible to pay all applicable
17 taxes on the Plaintiff's Counsel Award. The Settlement Administrator shall issue an IRS Form 1099
18 to Plaintiff's Counsel for the Plaintiff's Counsel Award.

19 d. Settlement Administration Costs. The Settlement Administration fees and
20 expenses, which are estimated not to exceed Nine Thousand Five Hundred Dollars and Zero Cents
21 (\$9,500.00) shall be paid from the Gross Settlement Amount. The Parties agree to cooperate in the
22 Settlement Administration process and to make all reasonable efforts to control and minimize
23 Settlement Administration Costs.

24 i. The Parties each represent they do not have any financial interest in
25 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator
26 that could create a conflict of interest.

27 ii. The Settlement Administrator shall keep the Parties timely apprised
28 of the performance of all Settlement Administrator responsibilities required by the Settlement. The

1 Settlement Administrator shall be authorized to establish a Qualified Settlement Fund ("QSF")
2 pursuant to IRS rules and regulations in which the Gross Settlement Amount shall be placed and
3 from which payments required by the Settlement shall be made.

4 44. Escalator Clause. The Gross Settlement Amount is based on Brasstech's
5 representation that the PAGA Members worked a total of approximately 28,000 Compensable Pay
6 Periods from April 2019 to October 2021. Should the Compensable Pay Periods worked by the
7 PAGA Members during the PAGA Period ultimately increase by more than 15% (i.e., by more than
8 4,200 Pay Periods), Brasstech shall increase the Gross Settlement Amount on a pro-rata basis equal
9 to the percentage increase in the number of Pay Periods worked by the PAGA Members above 15%.
10 For example, if the number of Compensable Pay Periods increases by 16% to 32,480 Compensable
11 Pay Periods, the Gross Settlement Amount will increase by 1%.

12 45. Approval Hearing and Entry of Judgment. An Approval Hearing shall be conducted
13 to determine whether to grant approval of the Settlement, including determining the amounts
14 properly payable for: (i) the Plaintiff's Counsel Award; and (ii) the Plaintiff's Incentive Payment.

15 46. Disputes. Should there be any dispute between the parties as to the remaining terms
16 of the Settlement after the parties have exhausted all efforts to meet and confer in good faith about
17 any such dispute, the parties shall submit the dispute to Jeffrey Ross for his assistance in resolving
18 the dispute; however, he shall have no authority to resolve any dispute.

19 47. Nullification of Settlement. If the Court fails to approve this Settlement for any
20 reason, the Parties agree to meet and confer in good faith to exhaust all efforts to obtain approval of
21 this Settlement from the Court. If the Court ultimately fails to approve this Settlement and all meet-
22 and-confer efforts between the parties have been exhausted, the parties agree to attend mediation
23 again in an effort to reach a settlement approved by the Court. In the event mediation efforts are
24 exhausted and the Settlement does not become final, this Stipulation shall be rendered null and void,
25 any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void
26 from the beginning, and this Stipulation and any documents related to it shall not be used in any
27 other civil, criminal, or administrative action against Defendants or any of the other Released
28 Parties. In the event an appeal is filed from the Judgment, or any other appellate review is sought,

1 administration of the Settlement shall be stayed pending final resolution of the appeal or other
2 appellate review. Any fees incurred by the Settlement Administrator prior to it being notified of the
3 filing of an appeal from the Judgment, or any other appellate review, shall be paid 50/50 by
4 Defendants and Plaintiff to the Settlement Administrator.

5 48. Adequacy of Consideration. The Parties agree that the consideration described herein
6 constitute adequate consideration for the Settlement and releases described herein.

7 49. Neutral Employment Reference. In the event that any potential or future employers
8 of Plaintiff request a reference regarding Defendants' employment of Plaintiff, Plaintiff shall direct
9 them to contact the Work Number at 1-800-996-7566 or www.theworknumber.com, using employer
10 code 11462 or 13191. The Work Number has been authorized to provide only Plaintiff's last job
11 title with Real Time, pay rate(s) with Real Time, dates of employment with Real Time and whether
12 Plaintiff's status with Real Time is active or inactive.

13 50. No Publicity. The Parties and counsel agree that no Party or his/its counsel shall
14 issue any press release to the news media, or communicate in any way with any news media,
15 concerning the settlement or the litigation.

16 51. No Admission by Defendants. Defendants deny all claims alleged in this Action and
17 denies all wrongdoing whatsoever by Defendants. Neither this Stipulation, nor any of its terms and
18 conditions, nor any of the negotiations connected with it, is a concession or admission, and none
19 shall be used against Defendants as an admission or indication with respect to any claim of any fault,
20 concession, or omission by Defendants. The Parties agree that this Stipulation shall not be
21 admissible in this or any other proceeding as evidence that Defendants are liable to Plaintiff or any
22 PAGA Member.

23 52. Exhibits and Headings. The terms of this Stipulation include the terms set forth in
24 any attached exhibit(s), which are incorporated by this reference as though fully set forth herein.
25 The exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings of
26 any paragraphs or sections of this Stipulation are inserted for convenience of reference only.

1 53. Interim Stay of Action. The Parties agree to stay and to request that the Court stay
2 all proceedings in the Action, except such proceedings necessary to implement and complete the
3 Settlement and enter the Judgment.

4 54. Amendment or Modification. This Stipulation may be amended or modified only by
5 a written instrument signed by counsel for all Parties or their successors-in-interest.

6 55. Entire Agreement. This Stipulation and any attached Exhibits constitute the entire
7 agreement between the Parties, and no oral or written representations, warranties, or inducements
8 have been made to Plaintiff or Defendants concerning this Stipulation or its Exhibits other than the
9 representations, warranties, and covenants contained and memorialized in this Stipulation and its
10 Exhibits. No other prior or contemporaneous written or oral agreements, including the
11 Memorandum of Understanding of Settlement executed on April 6 and 7, 2022, may be deemed
12 binding on the Parties.

13 56. Authorization to Enter into Settlement Agreement. Plaintiff's Counsel and Defense
14 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to
15 negotiate this Stipulation and to take all appropriate actions required or permitted to be taken by
16 such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other documents
17 required to effectuate the terms of this Stipulation. The Parties, Plaintiff's Counsel, and Defense
18 Counsel shall cooperate with each other and use their best efforts to effectuate the implementation
19 of the Settlement. In the event that the Parties are unable to reach agreement on the form or content
20 of any document needed to implement the Settlement, or on any supplemental provisions that may
21 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of
22 the Court and/or mediator Jeffrey Ross to resolve such disagreement. The individuals signing this
23 Stipulation on behalf of Defendants represent and warrant that they are authorized to sign this
24 Stipulation on behalf of Defendants. Plaintiff represents and warrants that he is authorized to sign
25 this Stipulation and that he has not assigned any claim, or part of a claim, covered by this Settlement
26 to a third-party. Plaintiff acknowledges that he has read this Stipulation, that he fully understands
27 his rights, privileges, and duties under the Stipulation, and enters this Stipulation freely and
28 voluntarily. Plaintiff further acknowledges that he has had the opportunity to consult with his

1 attorneys to explain the terms of this Stipulation and the consequences of signing this Stipulation.
2 Additionally, the Parties have cooperated in the drafting and preparation of this Stipulation. Hence,
3 in any construction made of this Stipulation, the same shall not be construed against any of the
4 Parties.

5 57. Fees and Costs. The Parties shall each bear their own costs, attorneys' fees, mediator
6 fees, and other fees incurred in connection with this Stipulation and in connection with the Action
7 and Plaintiff's claims, except as otherwise set forth specifically herein.

8 58. Binding on Successors and Assigns. This Stipulation shall be binding upon, and
9 inure to the benefit of, the successors and assigns of the Parties.

10 59. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall
11 be governed by and interpreted according to the laws of the State of California, without giving effect
12 to any law that would cause the laws of any jurisdiction other than the State of California to be
13 applied.

14 60. Counterparts. This Stipulation may be executed in one or more counterparts. All
15 executed counterparts and each of them shall be deemed to be one and the same instrument.

16 61. Jurisdiction of the Court. Following entry of the Judgment, the Court shall retain
17 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this
18 Stipulation and all orders and judgments entered in connection therewith, and the Parties, Plaintiff's
19 Counsel, and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting,
20 implementing, and enforcing the Settlement embodied in this Stipulation and all orders and
21 judgments entered in connection therewith.

22 62. Invalidity of Any Provision. Before declaring any term or provision of this
23 Stipulation invalid, the Parties request that the Court first attempt to construe the terms or provisions
24 valid to the fullest extent possible consistent with applicable precedents so as to define all provisions
25 of this Stipulation as valid and enforceable.

26
27 Dated: 6/1/2022

DocuSigned by:
Jose Salinas
324FD676DF114FE
Plaintiff Jose Luis Salinas

1
2 Dated: 6/3, 2022

Real Time Staffing Services, LLC

By: [Signature] Gunner Gooding
Signed: [Signature] Regional President

3
4
5
6 Dated: 6/3, 2022

EmployBridge, LLC

By: [Signature] Gunner Gooding
Signed: [Signature] Regional President

7
8
9
10 Dated: June 16, 2022

Brasstech, Inc.

By: [Signature]
Signed: Christopher Martin, Corporate Controller

1 **APPROVED AS TO FORM:**

2
3 DATED: June 1, 2022

PROTECTION LAW GROUP, LLP

4
5 By: 

6 Amir Nayebdadash
7 Heather Davis
8 Attorneys for Plaintiff, Jose Luis Salinas

9 DATED: June 10, 2022, 2022

EPSTEIN BECKER & GREEN, P.C.

10
11 By: 

12 Michael S. Kun
13 Kevin D. Sullivan
14 Attorneys for Defendants, Real Time Staffing
15 Services, LLC and EmployBridge, LLC

16 DATED: June 13, 2022

LEWIS BRISBOIS BISGAARD & SMITH LLP

17
18 By: 

19 Jeffrey S. Ranen
20 Soojin Kang
21 Kelley M. Fox
22 Attorneys for Defendant, Brasstech, Inc.

EXHIBIT 1

|||||
<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

NOTICE OF REPRESENTATIVE ACTION SETTLEMENT

If you are a current and former non-exempt employees of Defendants who performed work for Brasstech in the state of California at any time during the PAGA Period, including such persons employed directly or indirectly, as regular employees (meaning employees directly hired by Brasstech), contingent employees (meaning employees assigned to perform work for Brasstech by a temporary services employer), or converted employees (meaning contingent employees who became regular employees of Brasstech) at any time between April 1, 2019, and January 30, 2022, you are entitled to receive money from a Settlement brought under the Private Attorneys General Act of 2004 (PAGA).

A court approved this notice. This is not a solicitation from a lawyer. You are not being sued.

1. Why Should I Read This Notice?

A settlement (the “Settlement”) has been reached in a representative action lawsuit entitled *Jose Luis Salinas v. Brasstech, Inc., et al.*, Orange County Superior Court, Case No. 30-2020-01141960-CU-OE-CXC (the “Action” or “Lawsuit”). The Defendants in the Action are Brasstech, Inc., Real Time Staffing Services, LLC, and EmployBridge, LLC (referred to as “Defendants”). The Action was brought by a former employee of Defendants on behalf of the State of California and all alleged “PAGA Members,” defined as all current and former non-exempt employees of Defendants who performed work for Brasstech in the state of California at any time during the PAGA Period, including such persons employed directly or indirectly, as regular employees (meaning employees directly hired by Brasstech), contingent employees (meaning employees assigned to perform work for Brasstech by a temporary services employer), or converted employees (meaning contingent employees who became regular employees of Brasstech) at any time between April 1, 2019, and January 30, 2022 (“PAGA Period”).

The Court has granted approval of the settlement amount to be paid by Defendants for settlement of the Action for civil penalties under PAGA.

Defendants’ employment records indicate that you meet the definition of PAGA Member. The Court directed that this Notice be sent to all PAGA Members to inform you about the case and your rights.

This Notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available.

2. What Is This Lawsuit About?

On June 8, 2020, Plaintiff Eva Pacheco filed a complaint against Defendants alleging several violations of California wage and hour laws. Plaintiff filed the Action as a Private Attorney General on behalf of the State and sought penalties on behalf of herself, the State, and all current and former hourly-paid, non-exempt

employees of Defendants within the PAGA Period. Plaintiff alleges that Defendants owe penalties under California's Private Attorneys General Act of 2004, California Labor Code §§ 2698-2699.5 ("PAGA"). In agreeing to this Settlement, Defendants do not admit to any wrongdoing or that they are liable in any way for any civil penalties under PAGA. Defendants deny the allegations in the Lawsuit and deny that they have engaged in any wrongdoing. Defendants assert that they complied with all applicable legal requirements but are resolving this Lawsuit in order to avoid the risk and costs of further legal proceedings.

3. Why Is There A Settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees will receive compensation. Plaintiff and Plaintiff's attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all PAGA Members.

4. What Are The Terms Of The Settlement?

Defendant will pay One Million Four Hundred Thousand Dollars and Zero Cents (\$1,400,000.00) (the "Gross Settlement Amount"). The Gross Settlement Amount includes: (a) all PAGA Payment Shares to PAGA Members; (b) Plaintiff's Incentive Payment; (c) Plaintiff's Counsel's attorneys' fees and costs; (d) a payment to the California Labor and Workforce Development Agency ("LWDA") for civil penalties brought under PAGA; and (e) the reasonable fees and costs of the Settlement Administrator.

The Court has approved the following payments from the Gross Settlement Amount:

- Plaintiff's Counsel's fees of Four Hundred Sixty-Six Thousand Six Hundred Twenty Dollars and Zero Cents (\$466,620.00);
- Plaintiff's Counsel's out-of-pocket litigation costs not to exceed Fifty-Thousand Dollars and Zero Cents (\$50,000.00);
- Settlement Administration Costs for the third-party Settlement Administrator of up to Nine Thousand Five Hundred Dollars and Zero Cents (\$9,500.00); and
- Plaintiff's Incentive Payment of Five Thousand Dollars (\$5,000.00) in recognition of his time and service in pursuing the Action and in fulfilling his obligation.

After these costs are deducted the remaining money (the "Net Settlement Amount") will be split between the LWDA and PAGA Members. The law requires that 75% of the Net Settlement Amount, or [REDACTED] Dollars (\$ [REDACTED]), be paid to the LWDA. The remaining 25% of the Net Settlement Amount, or [REDACTED] Dollars (\$ [REDACTED]) ("PAGA Payment"), will be paid out to the PAGA Members. No portion of the Gross Settlement Amount will be returned to Defendant.

5. How Much Am I Receiving?

Each PAGA Member will receive a *pro rata* share of the PAGA Payment based on the number of pay periods the PAGA Member worked for Defendants as an hourly-paid, non-exempt employee during the PAGA Period. Any pay period in which a PAGA Member worked at least one day shall be counted as a pay period.

To calculate a PAGA Member's PAGA Payment Share, the PAGA Payment will be divided by the aggregate total number of pay periods of all PAGA Members, resulting in the "Pay Period Value." Each PAGA Member's PAGA Payment Share will be calculated by multiplying each individual PAGA Member's total number of pay periods by the Pay Period Value.

Your Compensable Pay Periods are: <<PayPeriods>>

Your PAGA Payment Share is: \$<<Est.PAGAPaymentAmt>>

All settlement payments are subject to taxation. Each PAGA Payment Share will be allocated as follows: 100% as penalties that will not be subject to deductions and withholdings. Each PAGA Member will receive an IRS Form-1099 for his or her PAGA Payment Share, unless the PAGA Member's PAGA Payment Share is \$600 or less.

The Settlement checks will be able to be cashed for 180 days after they are issued. After 180 days, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq.* in the names of those PAGA Members who did not cash their Settlement checks until such time they claim their property.

6. What Claims Are Being Released By The Settlement?

A Judgment has been entered by the Court. Upon funding of the Gross Settlement Amount, Plaintiff and the State of California shall release the Released Parties from the Released Claims for the PAGA Period, which is defined as the period of time between April 1, 2019, and January 30, 2022.

The Released Parties are defined as Defendants Brasstech, Inc., Real Time Staffing Services, LLC, and EmployBridge, LLC ("Defendants") as named by Plaintiff in the operative complaint, and their direct or indirect parents, subsidiaries, divisions, affiliates, and related entities of each Defendant and all temporary services employers that provided employees to work at Brasstech that are PAGA Members; (b) any predecessors, successors, or assigns of any of the foregoing (a); and (c) any past, present or future employees, officers, directors, affiliates, partners, joint venturers, co-venturers, licensors, licensees, principals, members, managers, managing agents, agents, attorneys, accountants, insurers, reinsurers, shareholders, trusts, trustees, representatives, administrators, fiduciaries, heirs, subrogees, and executors of any of the foregoing (a)-(b) in his, her, their, or its capacity as such.

The Released Claims are defined as any and all claims for the recovery for civil penalties, attorneys' fees and costs permissible under PAGA which Plaintiff had, or may claim to have, against Released Parties, any and all claims for penalties and attorneys' fees and costs recoverable under PAGA which Plaintiff, PAGA Members, and/or the LWDA had, or may claim to have, against Released Parties, arising out of the violations alleged in the Complaint or the PAGA Notice, including PAGA penalties for the following: unpaid straight and overtime wages (including any work off-the-clock and non-productive time for any piece rate work), failure to provide reporting time pay, failure to pay employees all minimum wages and overtime wages owed including by failing to pay all overtime and double time at the correct regular rate of pay, failure to provide compliant meal and rest breaks, failure to pay them all premium wages owed for short, late or missed meal and rest periods, failure to pay all wages owed at discharge or resignation; failure to timely pay wages within the times permissible under Labor Code section 204; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.2, 226.3, 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, and 2802 (collectively, the "Released Claims"). This release shall apply to claims arising during the PAGA Period and will be binding and effective upon Plaintiff, PAGA Members, and the LWDA regardless of whether the PAGA Member cashes his or her settlement check.

Claims of PAGA Members, if any, for individual wage claims, vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the PAGA Period are not encompassed within the definition of "Released Claims." PAGA Members cannot opt out of or object to the foregoing PAGA release.

If you have questions, you can call the Settlement Administrator at [REDACTED]

**PLEASE DO NOT TELEPHONE THE COURT ABOUT THIS SETTLEMENT.
They will not be able to assist you.**