

SEYFARTH SHAW LLP
Christian J. Rowley
crowley@seyfarth.com
Justin T. Curley (SBN 233287)
jcurley@seyfarth.com
560 Mission Street, 31st Floor
San Francisco, California 94105
Telephone: (415) 397-2823
Facsimile: (415) 397-8549

Attorneys for Defendant
KFORCE INC.

LEBE LAW, APLC
Jonathan M. Lebe (SBN 284605)
Jon@lebelaw.com
Yuri A. Chornobil (SBN 331905)
Yuri@lebelaw.com
Nicolas W. Tomas (SBN 339752)
Nicolas@lebelaw.com
777 S. Alameda Street, Second Floor
Los Angeles, California 90021
Telephone: (213) 444-1973
Facsimile: (213) 457-3092

Attorneys for Plaintiffs
SYDNEY ELLIOT-BRAND, BERNARDO
BUCHSBAUM, and JOSIE MEISTER,
and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SYDNEY ELLIOTT-BRAND, BERNARDO
BUCHSBAUM, JOSIE MEISTER, individually
and on behalf of all others similarly situated,

Plaintiff,

v.

KFORCE, INC.; KFORCE FLEXIBLE
SOLUTIONS, LLC, and DOES 1-20, inclusive,

Defendants.

Case No. 20STCV49193

**ADDENDUM TO THE JOINT
STIPULATION OF SETTLEMENT FOR
CLASS ACTION, COLLECTIVE ACTION
AND REPRESENTATIVE ACTION AND
RELEASE OF CLAIMS**

Judge: Hon. Elihu M. Berle

Date Action Filed: December 24, 2020

1 This Addendum to the Joint Stipulation of Settlement and Release of Claims filed with the Court
2 on June 15, 2022 (the “Settlement”) is entered into by and between: (1) Plaintiffs (as defined in the Joint
3 Stipulation of Settlement and Release of Claims), individually and on behalf of the putative class and
4 collective, on the one hand, and (2) Defendant (as defined in the Joint Stipulation of Settlement and
5 Release of Claims), on the other hand (collectively, the “Parties”).

6 1. This Agreement revises the Settlement to clarify the Parties’ intent with respect to
7 Sections 1.13 and 4.10 of the Settlement as follows:

8 1.13. “**FLSA Collective Members**” means all individuals employed by Defendant during the
9 FLSA Period as salaried, exempt employees in one or more of the following job positions: (1) Talent
10 Representatives, (2) Talent Representatives FA, (3) Talent Associates, (4) Talent Associates FA,
11 (5) Talent Representative Search, (6) Talent Associate Search, (7) Vertical/National Delivery Specialist
12 Tech, (8) Vertical/National Delivery Specialist FA, (9) Vertical/National Delivery Senior Specialist
13 Tech, (10) Vertical/National Delivery Senior Specialist FA; (11) Vertical/National Delivery
14 Representative Tech; (12) Vertical/National Delivery Representative FA, (13) International Recruiter;
15 (14) ISS Talent Associate; (15) ISS Talent Manager; (16) ISS Talent Manager Senior; (17) ITS
16 Resource Manager; (18) ITS Resource Manager Senior; (19) VSD Talent Associate; (20) VSD Talent
17 Representative NE; (21) VSD Talent Manager; (22) VSD Talent Manager Senior; and/or (23) VSD
18 Talent Director, and who did not sign an arbitration agreement prior to working in one of these twenty-
19 three (23) positions during the FLSA Period (“At-Issue FLSA Positions”). Class Members are also
20 FLSA Collective Members who will be releasing FLSA claims consistent with the terms of this
21 Settlement. However, no Class Member will receive an FLSA Individual Settlement Payment in addition
22 to their Individual Class Settlement Payment.

23 4.10. **Settlement Checks.** Class Members will receive an Individual Class Settlement Payment
24 as a recovery for their potential California and federal wage and hour claims released herein. As also set
25 forth in Section 1.13, Class Members, despite also being FLSA Collective Members, will not also
26 receive FLSA Individual Settlement Payments. Class Members will only receive an Individual Class
27 Settlement Payment, and an Individual PAGA Payment, if applicable. If a Class Member is entitled to
28

1 an Individual Class Settlement Payment and an Individual PAGA Payment, the Individual Class
2 Settlement Payment and the Individual PAGA payment will be combined and distributed as one single
3 check. FLSA Collective Members will receive their FLSA Individual Settlement Payments for the
4 federal wage and hour claims released herein.

5 All other provisions of the Settlement remain in full force and effect, other than any provision
6 that conflicts with the terms and spirit of this Addendum, which shall be deemed to be amended
7 appropriately in order to be consistent with this Addendum.

8 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this
9 Addendum to the Joint Stipulation of Settlement for Class Action, Collective Action, and Representative
10 Action and Release of Claims filed with the Court on June 15, 2022, between Plaintiffs and Defendant:

11 **IT IS SO AGREED AND STIPULATED:**

12
13 Dated: _____, 2022 KFORCE INC.

14
15 By: _____
David Kelly
Chief Financial Officer

16
17 Dated: _____, 2022 SEYFARTH SHAW LLP

18
19 By: _____
Christian J. Rowley
Justin T. Curley

20 Attorneys for Defendant KFORCE INC.

21
22 Dated: 8/19/2022, 2022 PLAINTIFF SYDNEY ELLIOTT-BRAND

23 By:  _____
Sydney Elliott-Brand (Aug 19, 2022 11:14 PDT)
Sydney Elliott-Brand

24 Dated: 8/19/2022, 2022 PLAINTIFF BERNARDO BUCHSBAUM

25 By:  _____
Bernardo Buchsbaum (Aug 19, 2022 11:18 PDT)
Bernardo Buchsbaum

1
2 Dated: 8/23/2022, 2022

PLAINTIFF JOSIE MEISTER

3 By:

DocuSigned by:
Josie Meister
Josie Meister

4
5 Dated: 8/23/2022, 2022

LEBE LAW, APLC

6 By:

Jonathan M. Lebe
Jonathan M. Lebe

7
8 Attorneys for Plaintiffs SYDNEY ELLIOTT-BRAND,
9 BERNARDO BUCHSBAUM, JOSIE MEISTER, and on
10 behalf of all others similarly situated

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1 an Individual Class Settlement Payment and an Individual PAGA Payment, the Individual Class
2 Settlement Payment and the Individual PAGA payment will be combined and distributed as one single
3 check. FLSA Collective Members will receive their FLSA Individual Settlement Payments for the
4 federal wage and hour claims released herein.

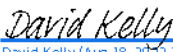
5 All other provisions of the Settlement remain in full force and effect, other than any provision
6 that conflicts with the terms and spirit of this Addendum, which shall be deemed to be amended
7 appropriately in order to be consistent with this Addendum.

8 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this
9 Addendum to the Joint Stipulation of Settlement for Class Action, Collective Action, and Representative
10 Action and Release of Claims filed with the Court on June 15, 2022, between Plaintiffs and Defendant:

11 **IT IS SO AGREED AND STIPULATED:**

12 Dated: Aug 18, 2022, 2022

KFORCE INC.

14 By: 
15 David Kelly (Aug 18, 2022 20:08 EDT)
16 David Kelly
Chief Financial Officer

17 Dated: August 23, 2022

SEYFARTH SHAW LLP

18 By: 
19 Christian J. Rowley
Justin T. Curley
20 Attorneys for Defendant KFORCE INC.

21 Dated: _____, 2022

PLAINTIFF SYDNEY ELLIOTT-BRAND

23 By: _____
Sydney Elliott-Brand

24 Dated: _____, 2022

PLAINTIFF BERNARDO BUCHSBAUM

26 By: _____
Bernardo Buchsbaum

1
2 Dated: _____, 2022

PLAINTIFF JOSIE MEISTER

3 By: _____
4 Josie Meister

5 Dated: _____, 2022

LEBE LAW, APLC

6 By: _____
7 Jonathan M. Lebe

8 Attorneys for Plaintiffs SYDNEY ELLIOTT-BRAND,
9 BERNARDO BUCHSBAUM, JOSIE MEISTER, and on
10 behalf of all others similarly situated

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