

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff Faustino Ramos

[Additional Counsel Listed On Following Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

FAUSTINO RAMOS, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

HYATT DIE CAST AND ENGINEERING
CORPORATION—SOUTH, a California
corporation; NEXEM STAFFING, INC, a
Delaware limited liability company;
PARTNERS PERSONNEL –
MANAGEMENT SERVICES, LLC, a
Delaware limited liability company; and
DOES 1 through 100,

Defendants.

PARTNERS PERSONNEL –
MANAGEMENT SERVICES, LLC, a
Delaware limited liability company,

Cross Complainant,

vs.

HYATT DIE CAST AND ENGINEERING
CORPORATION – SOUTH, a California
corporation; and ROES 1 through 20,

Cross Defendant,

Case No.: 30-2020-01174518-CU-OE-CXC

*[Assigned for all purposes to Judge Melissa R.
McCormick, Dept. CX104]*

**CLASS ACTION AND REPRESENTATIVE
ACTION**

**AMENDMENT TO JOINT STIPULATION
OF CLASS ACTION AND PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT**

Complaint Filed: December 14, 2020
Cross-Complaint Filed: March 12, 2021
Trial Date: None set

1 ALBERTO MEZA SOLIS, on behalf of
2 himself and all others similarly situated,

3 Plaintiffs,

4 v.

5 PARTNERS PERSONNEL-
6 MANAGEMENT SERVICES, LLC, a
7 Delaware limited liability company; HYATT
8 DIE CAST AND ENGINEERING
9 CORPORATION – SOUTH, a California
10 corporation; NEXEM PARTNERS, LLC, a
11 Delaware limited liability company; NEXEM
STAFFING, INC., a Delaware corporation;
STAFF HOLDINGS, INC., a Delaware
corporation; and DOES 1 through 100,
Inclusive

12 Defendants.

Related Case No.: 30-2021-01209210-CU-OE-
CXC

Complaint Filed: July 2, 2021

FAC Filed: March 1, 2022

Trial Date: None Set

1 **THE NOURMAND LAW FIRM, APC**

Michael Nourmand, Esq. (SBN 198439)

2 James A. De Sario, Esq. (SBN 262552)

8822 West Olympic Boulevard

3 Beverly Hills, California 90211

Telephone: (310) 553-3600

4 Facsimile: (310) 553-3603

5 Attorneys for Plaintiffs

6 ALBERTO MEZA SOLIS

7 **JACKSON LEWIS P.C.**

Kathy A. Le (SBN 279690)

8 Megan L. LaPointe (SBN 334651)

200 Spectrum Center Drive, Suite 500

9 Irvine, California 92618

Tel: (949) 885-1360

10 Fax: (949) 885-1380

Email: kathy.le@jacksonlewis.com

11 megan.lapointe@jacksonlewis.com

12 Attorneys for Defendant and Cross-Defendant

HYATT DIE CAST AND ENGINEERING CORPORATION-SOUTH

13 **FINNEGAN & DIBA, A LAW CORPORATION**

14 KASEY DIBA, ESQ. (SBN 171081)

AMIR ALAVI, ESQ. (SBN 284085)

3660 Wilshire Boulevard, Suite 800

15 Los Angeles, California 90010

Telephone: (213) 480-0292

16 Facsimile: (213) 480-0805

17 Attorneys for Defendants

18 PARTNERS PERSONNEL – MANAGEMENT SERVICES, LLC

and NEXEM PARTNERS, LLC

1
2 **AMENDEDMENT TO JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

3 The Joint Stipulation of Class Action and Private Attorneys General Act Settlement (“Joint
4 Stipulation of Settlement” or “Settlement”) entered into on or about December 8, 2022, by and between
5 Plaintiffs Faustino Ramos (“Ramos”) and Alberto Meza Solis (“Solis”) (collectively “Plaintiffs” or “Class
6 Representatives”), on behalf of themselves and the Settlement Class (defined below), and Defendants
7 Hyatt Die Cast and Engineering Corporation-South (“Hyatt Die”), Partners Personnel – Management
8 Services, LLC (“Partners Personnel”) and Nexem Partners, LLC (“Nexem Partners”), is hereby amended
9 and modified as follows:

10 **Paragraph 18:** is hereby deleted and replaced in its entirety with the following: “It is the desire of
11 the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising
12 from or related to the operative Complaints in the Ramos and Solis Actions. In order to achieve a full and
13 complete release of Defendants, Plaintiffs, on behalf of themselves and each participating Settlement Class
14 Member, acknowledge that this Settlement is intended to include in its effect all claims and/or causes of
15 action arising from or related to the Ramos and Solis Actions under any state or local law or administrative
16 order that were pled in the Ramos and/or Solis Actions based on the facts alleged in the operative
17 Complaints in the Ramos and Solis Actions or which arise out of or reasonably relate to such facts,
18 including the failure to pay minimum wages, the failure to pay overtime wages, the failure to provide meal
19 periods, the failure to provide rest periods, the failure to provide accurate itemized statements, the failure
20 to pay all wages upon termination, the failure to pay waiting-time penalties, the failure to provide access
21 to toilet facilities, the failure to maintain accurate records, and any other claims that were alleged in the
22 Ramos and Solis Actions or which arise out of or reasonably relate to such facts, including without
23 limitation all claims based on the factual assertion pled in the Ramos and Solis Actions, for restitution and
24 other equitable relief under Business and Professions Code § 17200, *et seq.*, liquidated damages, or
25 statutory penalties, for the duration of the Class Period, and arising from their work at Hyatt Die’s
26 California facilities (“Class Released Claims”); and, for all Settlement Class Members (regardless whether
27 they opt out) who worked at Hyatt Die’s California facilities from October 7, 2019 through the end of the
28 Class Period (the “PAGA Period”), all claims for civil penalties under the Labor Code Private Attorneys

1 General Act of 2004 based on the aforementioned claims, arising during their work at Hyatt Die's
2 California facilities during the PAGA Period ("PAGA Released Claims")."

3 **Paragraph 23(p)**: is hereby deleted and replaced in its entirety with the following: "**Resolution of**
4 **Disputes**: If a Settlement Class Member disputes the accuracy of Defendants' records, and the Parties'
5 counsel cannot resolve the dispute informally, the matter will be referred to the Settlement Administrator
6 for an initial determination. The Settlement Administrator will review Defendants' records and any
7 information or documents submitted by the Settlement Class Member and issue an initial decision
8 regarding the dispute. The Settlement Class Member must submit information or documents supporting
9 his or her position to the Settlement Administrator prior to the expiration of the Response Deadline.
10 Information or documents submitted after the Response Deadline will not be considered by the Settlement
11 Administrator, unless otherwise agreed to by the Parties. The Parties shall file with the Court any disputes
12 submitted by Settlement Class members, the evidence submitted in connection with the dispute, and the
13 Settlement Administrator's initial decision regarding the dispute. The Court shall have the right to review
14 any decision made by the Settlement Administrator regarding a dispute."

15 **Paragraph 23(r)**: is hereby deleted and replaced in its entirety with the following: "**Right of**
16 **Settlement Class Members To Object To The Settlement**: Any Settlement Class Member who does not
17 request exclusion may object to the Settlement. To object, the Settlement Class Member must submit a
18 written objection on or before the Response Deadline. The Settlement Administrator shall forward all
19 objections received to counsel for the Parties, who shall file a single packet of all objections with the
20 Court. Absent good cause found by the Court, Settlement Class Members who fail to timely submit written
21 objections in the manner specified above shall be deemed to have waived any objections and shall be
22 foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Class Counsel
23 and Defendants' Counsel may, at least five (5) calendar days before the final approval hearing, file
24 responses to any written objections. Class Members who do not request exclusion may also orally object
25 to the Settlement by appearing at the Final Approval Hearing, either in person or through an attorney,
26 regardless of whether a written objection was submitted."

27 **Paragraph 24**: is hereby deleted and replaced in its entirety with the following: "Subject to the
28 Court's approval, the Parties have agreed to the appointment of ILYM Group, Inc. to perform the

1 customary duties of Settlement Administrator; provided, however, the Parties shall have the right to select
2 or substitute a different Settlement Administrator by mutual agreement, subject to Court approval. The
3 Settlement Administrator will mail the Notice of Class Action Settlement and Notice of Settlement
4 Payment (together, the “Notice Packet”) to the Class Members, in English and Spanish. There will be a
5 sixty (60) day period from the date the Settlement Administrator mails the Notice Packet for Settlement
6 Class Members to dispute the information contained in the Notice of Settlement Payment, to submit an
7 objection, or to request exclusion (opt-out) from the Settlement. The Settlement Administrator shall
8 maintain a website which posts all important documents, including the operative complaint, the PAGA
9 notice letters to the LWDA, the initial Settlement Agreement and the amended Settlement Agreement, the
10 Notice of Class Action, Request for Exclusion Form, and Notice of Settlement Payment, the orders
11 granting preliminary and final approval, and the final judgment. The Final Judgment shall be posted on
12 the Settlement Administrator’s website for at least 180 days.”

13 **Paragraph 28:** is hereby deleted and replaced in its entirety with the following: “A Notice of Class
14 Action Settlement in approximately the form attached hereto as Exhibit “A,” and as approved by the Court,
15 shall be sent by the Settlement Administrator to the Settlement Class Members by first class mail. In
16 addition, a Notice of Settlement Payment in approximately the form attached hereto as Exhibit “B,” and
17 as approved by the Court, shall also be sent by the Settlement Administrator to the Settlement Class
18 Members by first class mail. Lastly, a Request for Exclusion in approximately the form attached hereto as
19 Exhibit “C”, and as approved by the Court, shall also be sent by the Settlement Administrator to the
20 Settlement Class Members by first class mail. Any returned envelopes from this mailing with forwarding
21 addresses will be utilized by the Settlement Administrator to forward the Notices to the Class. For any
22 returned envelopes without a forwarding address, the Settlement Administrator will perform a “skip trace”
23 to locate a new address for the Settlement Class Member, and re-mail the Notice Packet to the address, if
24 any, located through the skip trace. Class Members to whom Notice Packets are re-sent after having been
25 returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the
26 date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for
27 Exclusion, Objection, or Dispute. Notice Packets that are re-sent shall inform the recipient of this adjusted
28 deadline, if applicable. If the Notice Packet is returned a second time, or if no new address is found after

performing a skip trace, the Settlement Administrator need not mail the Notice Packet a further time. Upon completion of these steps by the Settlement Administrator, Defendants and the Settlement Administrator shall be deemed to have satisfied their obligations to provide the Notice of Class Action Settlement and Notice of Settlement Payment to the affected Class Member. The affected Class Member shall remain a member of the Class and shall be bound by all the terms of the Settlement and the Court's Order and Final Judgment."

Paragraph 46: is hereby deleted and replaced in its entirety with the following: "The Orange County Superior Court shall maintain jurisdiction over this Settlement pursuant to Cal. Code Civ. Proc. § 664.6. In the event that one or more of the Parties to this Settlement institutes any legal action or other proceeding against any other party or parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions. However, Class Members and Aggrieved Employees shall never be responsible for attorneys' fees and/or costs under this paragraph."

In all other respects, the Joint Stipulation of Class Action and Private Attorneys General Act Settlement entered into on or about December 8, 2022 remains unchanged and in full force and effect.

IT IS SO STIPULATED.

Plaintiffs & Class Representatives

DATED: Nov 3, 2023


Faustino Ramos (Nov 3, 2023 13:32 PDT)
FAUSTINO RAMOS

DATED: _____

ALBERTO MEZA SOLIS

Plaintiffs' Counsel

DATED: Nov. 3, 2023

By:

HAINES LAW GROUP, APC

Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff FAUSTINO RAMOS

1 performing a skip trace, the Settlement Administrator need not mail the Notice Packet a further time. Upon
2 completion of these steps by the Settlement Administrator, Defendants and the Settlement Administrator
3 shall be deemed to have satisfied their obligations to provide the Notice of Class Action Settlement and
4 Notice of Settlement Payment to the affected Class Member. The affected Class Member shall remain a
5 member of the Class and shall be bound by all the terms of the Settlement and the Court's Order and Final
6 Judgment."

7 **Paragraph 46:** is hereby deleted and replaced in its entirety with the following: "The Orange
8 County Superior Court shall maintain jurisdiction over this Settlement pursuant to Cal. Code Civ. Proc. §
9 664.6. In the event that one or more of the Parties to this Settlement institutes any legal action or other
10 proceeding against any other party or parties to enforce the provisions of this Settlement or to declare
11 rights and/or obligations under this Settlement, the successful party or parties shall be entitled to recover
12 from the unsuccessful party or parties reasonable attorneys' fees and costs, including expert witness fees
13 incurred in connection with any enforcement actions. However, Class Members and Aggrieved
14 Employees shall never be responsible for attorneys' fees and/or costs under this paragraph."

15 In all other respects, the Joint Stipulation of Class Action and Private Attorneys General Act
16 Settlement entered into on or about December 8, 2022 remains unchanged and in full force and effect.

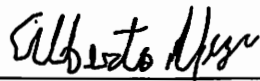
17 **IT IS SO STIPULATED.**

18
19 **Plaintiffs & Class Representatives**

20 DATED: _____

21 _____
FAUSTINO RAMOS

22 DATED: 10/30/2023

23 

ALBERTO MEZA SOLIS

24 **Plaintiffs' Counsel**

25 DATED: _____

HAINES LAW GROUP, APC

26 By: _____

27 Paul K. Haines
Sean M. Blakely
28 Attorneys for Plaintiff FAUSTINO RAMOS

1 DATED: 10/30/23

THE NOURMAND LAW FIRM, APC

2 By: Michael Nourmand

Michael Nourmand

Attorneys for Plaintiff ALBERTO MEZA SOLIS

3
4
5 **Defendants**

6 DATED: _____

HYATT DIE CAST AND ENGINEERING
CORPORATION-SOUTH

8 _____
9 Bob Meschuk
President

10 DATED: _____

PARTNERS PERSONNEL – MANAGEMENT
SERVICES, LLC

12 _____
13 Christian Moro, Esq.
14 Attorney for Partners Personnel – Management Services,
LLC

16 DATED: _____

NEXEM PARTNERS, LLC

18 _____
19 Ajay Whittemore, Esq.
Attorney for Nexem Partners, LLC

20 **Defendants' Counsel**

21 DATED: _____

JACKSON LEWIS P.C.

23 By: _____

24 Kathy A. Le
25 Megan L. LaPointe
Attorneys for Defendant and Cross-Defendant
26 HYATT DIE CAST AND ENGINEERING
CORPORATION-SOUTH

1 DATED: _____

THE NOURMAND LAW FIRM, APC

2 By: _____

3 Michael Nourmand
4 Attorneys for Plaintiff ALBERTO MEZA SOLIS

5 **Defendants**

6 DATED: 10/30/23

7 HYATT DIE CAST AND ENGINEERING
8 CORPORATION-SOUTH



9 Bob Meschuk
10 President

11 DATED: _____

PARTNERS PERSONNEL – MANAGEMENT
SERVICES, LLC

12 _____
13 Christian Moro, Esq.
14 Attorney for Partners Personnel – Management Services,
15 LLC

16 DATED: _____

NEXEM PARTNERS, LLC

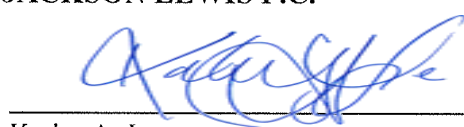
17 _____
18 Ajay Whittemore, Esq.
19 Attorney for Nexem Partners, LLC

20 **Defendants' Counsel**

21 DATED: October 30, 2023

JACKSON LEWIS P.C.

22 By: _____

23 
24 Kathy A. Le
25 Megan L. LaPointe
26 Attorneys for Defendant and Cross-Defendant
27 HYATT DIE CAST AND ENGINEERING
28 CORPORATION-SOUTH

1 DATED: _____

THE NOURMAND LAW FIRM, APC

2 By: _____

3 Michael Nourmand
4 Attorneys for Plaintiff ALBERTO MEZA SOLIS

5 **Defendants**

6 DATED: _____

HYATT DIE CAST AND ENGINEERING
CORPORATION-SOUTH

8 _____
9 Bob Meschuk
President

10 DATED: 11/1/2023

PARTNERS PERSONNEL – MANAGEMENT
SERVICES, LLC

12 _____
13 Ajay Whittemore, Esq.
14 Attorney for Partners Personnel – Management Services,
LLC

16 DATED: 11/1/2023

NEXEM PARTNERS, LLC

18 _____
19 Ajay Whittemore, Esq.
Attorney for Nexem Partners, LLC

20 **Defendants' Counsel**

21 DATED: _____

JACKSON LEWIS P.C.

23 By: _____

24 Kathy A. Le
25 Megan L. LaPointe
26 Attorneys for Defendant and Cross-Defendant
HYATT DIE CAST AND ENGINEERING
CORPORATION-SOUTH

1 DATED: 11/1/23

FINNEGAN & DIBA, A LAW CORPORATION

2
3 By: Kasey Diba
4 Kasey Diba
5 Amir Alavi
6 Attorneys for Defendants
7 PARTNERS PERSONNEL – MANAGEMENT
8 SERVICES, LLC AND NEXEM PARTNERS, LLC
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28