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13  
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MANAGEMENT RESOURCES, LLC

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 COUNTY OF LOS ANGELES

17 COMPLEX CIVIL LITIGATION

18  
19 SUSAN ENCISO, on behalf of herself and all  
20 others similarly situated, and the general  
public,

21 *Plaintiff,*

22 v.

23 PARTNERS PERSONNEL –  
24 MANAGEMENT SERVICES, LLC, a  
Delaware limited liability company; and  
DOES 1 through 50, inclusive,

25 *Defendants.*  
26  
27  
28

Case No. 21STCV44278

Assigned for All Purposes to the  
Christopher K. Lui, Dept. 76

**JOINT STIPULATION TO SETTLE  
PAGA ACTION AND RELEASE OF  
CLAIMS**

Action Filed: December 3, 2021  
Trial Date: Not Set

1 This Joint Stipulation of PAGA Action Settlement and Release of Claims ("Settlement  
2 Agreement" or "Agreement") is made and entered into by and between Plaintiff Susan Enciso  
3 ("Plaintiff" or "PAGA Representative"), individually and on behalf of all putative PAGA Members,  
4 on the one hand, and Defendant Partners Personnel - Management Services, LLC("Defendant").  
5 Plaintiff and Defendant are collectively referred to herein as the "Parties."

6  
7 **RECITALS**

8 A. On December 3, 2021, Plaintiff, on behalf of herself, all others similarly situated, the  
9 general public, and the State of California, filed a representative action complaint under the Private  
10 Attorneys General Act (PAGA) in the Superior Court of California, County of Los Angeles for  
11 alleged violations of the California Labor Code.

12  
13 B. Defendant denies all of Plaintiff's material allegations. Specifically, Defendant  
14 denies that Plaintiff and putative PAGA Members are entitled to additional wages. Defendant denies  
15 that their employees were deprived of meal and rest periods, aver that they had meal and rest break  
16 policies and procedures in place to ensure compliance with California law, and aver that employees  
17 were not impeded from taking their lawful rest and meal periods. Defendant further avers that the  
18 rest and meal period claims are not amenable to class treatment because common issues do not  
19 predominate. Defendant believes that the stand-alone wage statement claim will fail because there  
20 was no knowing and intentional violation and that the derivative wage statement claim will fail for  
21 the reasons stated above. Defendant believes that the claim for failure to maintain complete and  
22 accurate payroll records will fail, because it keeps complete payroll and timekeeping records for all  
23 of its employees as required by law. Defendant believes that Plaintiff's claim for failure to pay sick  
24 time will fail because at all relevant times Defendant had a compliant sick time policy. Therefore,  
25 Defendant believes Plaintiff's PAGA claim will fail.

26  
27 C. The Parties engaged in an informal, voluntary exchange of information in the context  
28 of privileged settlement discussions to facilitate an early mediation. Defendant produced Plaintiff's

1 entire personnel file, payroll and timekeeping records, including policies and agreements she signed  
2 and acknowledged, copies of its relevant company written policies, and time-keeping records and  
3 paycheck data and records. Defendant also produced payroll and time records for several putative  
4 PAGA Members.

5  
6 D. On June 24, 2024, the Parties participated in a mediation before mediator Steven  
7 Rottman, Esq. During the mediation, the Parties had a full day of productive negotiations and  
8 reached an agreement to settle the case on behalf of all PAGA Members. During the mediation,  
9 each party, represented by its respective counsel, recognized the risk of an adverse result in the  
10 Action and agreed to settle the Action and all other matters covered by this Agreement pursuant to  
11 the terms and conditions of this Agreement.

12  
13 E. Based on their own thorough, independent investigation and evaluation of this case,  
14 PAGA Counsel (as defined in paragraph 6 below) are of the opinion that the settlement with  
15 Defendant for the consideration and on the terms set forth in this Agreement is fair, reasonable,  
16 adequate, and in the best interest of the Settlement Group (as defined in paragraph 5 below) in light  
17 of all known facts and circumstances, including the risk of significant costs and delay, the defenses  
18 asserted by Defendant, the risks of adverse determinations on the merits, and numerous potential  
19 appellate issues. Although Defendant contends it has no liability in this case, Defendant's counsel  
20 shares PAGA Counsel's belief that the Agreement represents a fair and adequate settlement given  
21 the respective risks associated with the Action.

22  
23 F. This Agreement represents a compromise and settlement of highly disputed claims.  
24 Nothing in this Agreement is intended or will be construed as an admission by Defendant that  
25 Plaintiff's claims in the Action have merit or that it has any liability to Plaintiff or the Class on those  
26 claims or the State, or as an admission by Plaintiff that Defendant's defenses raised in the Action  
27 have merit. This Agreement is intended to fully, finally, and forever compromise, release, resolve,  
28 discharge, and settle the released claims subject to the terms and conditions set forth in this

1 Agreement.

2  
3 **AGREEMENT**  
4

5 Subject to the approval of the Court, the Parties agree as follows:  
6

7 1. **“Action”** shall mean the civil action commenced on December 3, 2021, by Plaintiff  
8 against Defendant in the Superior Court of California, County of Los Angeles, Case No.  
9 21STCV44278, entitled: *“Susan Enciso v. Partners Personnel – Management Services, LLC”*.  
10

11 2. **“Court”** shall mean the Superior Court for the County of Los Angeles.  
12

13 3. **“Settlement”** shall mean the disposition of the Action and all related claims  
14 effectuated by this Agreement.  
15

16 4. **“PAGA Period”** shall mean the period of time from August 3, 2020, to August 23,  
17 2024.  
18

19 5. **“PAGA Members,” or “Aggrieved Employees”** shall mean all non-exempt  
20 employees (that are not staffing associates) employed by Defendant in California at any time  
21 during the PAGA Period.  
22

23 6. **“PAGA Counsel”** shall mean the attorneys representing Plaintiff in the Action:  
24 Shaun Setareh and Brian Louis with the firm of Setareh Law Group.  
25

26 7. **“Defense Counsel”** shall mean the attorneys representing Defendant Partners  
27 Personnel – Management Services, LLC in the Action: Timothy B. Nelson, and Kyle W. Owen,  
28 with the law firm Medina McKelvey LLP.

1           **8.       “Claims Administrator”** shall mean the administrator proposed by the Parties and  
2 appointed by the Court to administer the Settlement.

3  
4           **9.       “Approval Hearing”** shall mean the hearing to be conducted by the Court to  
5 determine whether to approve finally, and implement the terms of, this Agreement.

6  
7           **10.      “Judgment”** shall mean the Order of Final Judgment entered by the Court that the  
8 Parties anticipate will be entered following the Approval Hearing on the Settlement in this Action.

9  
10          **11.      “Effective Date”** shall mean the date by which this Agreement is approved by the  
11 Court by entry of the Judgment and the Judgment becomes Final. The Judgment becomes “Final”  
12 when the later of the following events occurs: (a) the period for filing any appeal, writ, or other  
13 appellate proceeding opposing the Settlement has elapsed without any appeal, writ, or other  
14 appellate proceeding having been filed; (b) any appeal, writ, or other appellate proceeding  
15 opposing the Settlement has been dismissed finally and conclusively with no right by any  
16 appellant or objector to pursue further remedies or relief; or (c) any appeal, writ, or other appellate  
17 proceeding has upheld the Judgment with no right by any appellant or objector to pursue further  
18 remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not  
19 become effective until the Court’s Judgment granting final approval of the Settlement is  
20 completely final, and no further recourse exists by an appellant or objector who seeks to contest  
21 the Settlement. The occurrence of the Effective Date is a prerequisite to any obligation of  
22 Defendant to pay any funds into the Settlement Account, as set forth in paragraph 40.

23  
24          **12.      “Maximum Settlement Number”** In consideration for the Settlement and the  
25 release of claims set forth below, Defendant agrees to pay a maximum of Two Hundred and  
26 Eighty-Five Thousand Dollars and No Cents (\$285,000.00) (“the Maximum Settlement Number”  
27 or “MSN”). The MSN is the maximum total amount that Defendant may be required to pay for all  
28 claims of PAGA Members that are alleged, or that could have been brought, in the Action arising

1 from the allegations made therein, and also including reimbursement and enhancement to the  
2 Plaintiff, all amounts payable to the Labor Workforce Development Agency ("LWDA"), all  
3 Court-approved attorneys' fees of PAGA Counsel, all costs and expenses incurred or advanced by  
4 PAGA Counsel related to the Lawsuit, and the fees and costs of the Claims Administrator. In no  
5 event will Defendant be required to pay more than the MSN. Notwithstanding any other provision  
6 in this Agreement, Defendant shall fund the MSN no later than January 24, 2025.

7  
8 **13. "Net Settlement Number"** The Net Settlement Number ("NSN") shall mean the  
9 MSN payable by Defendant pursuant to this Settlement, less the following sums set forth in  
10 subsections (a) through (e) of this section 13:

11  
12 **a. PAGA Counsel Fees Payment.** PAGA Counsel will apply to the Court for  
13 an award of not more than Ninety-Four Thousand and Fifty Dollars and No Cents (\$94,050.00)  
14 (which is 33% of the MSN) as their PAGA Counsel Fees Payment. The Claims Administrator  
15 will pay the amount approved by the Court from the MSN (but not more than \$94,050.00 in  
16 PAGA Counsel Fees Payment.) Withholding and deductions will not be taken from the PAGA  
17 Counsel Fees Payment and one or more Forms 1099 will be issued to PAGA Counsel with respect  
18 to that payment. Any fees not awarded shall remain part of the MSN for inclusion in the NSN.

19  
20 **b. PAGA Counsel Litigation Expenses Payment.** PAGA Counsel will apply  
21 to the Court for an award of not more than Sixteen Thousand and Five Hundred Dollars and No  
22 Cents (\$16,500.00) to compensate them for out-of-pocket costs and expenses actually incurred in  
23 connection with the Action. The Claims Administrator will pay the amount approved by the Court  
24 from the MSN (but not more than \$16,500.00 in PAGA Counsel Litigation Expenses).  
25 Withholding and deductions will not be taken from the PAGA Counsel Litigation Expenses  
26 Payment and one or more Forms 1099 will be issued to PAGA Counsel with respect to that  
27 payment. Any portion of the allocation for costs and expenses not awarded shall remain part of  
28 the MSN for inclusion in the NSN.

1                   **c.       PAGA Representative Payment.** Plaintiff will apply to the Court for an  
2 award of not more than Five Thousand Dollars and No Cents (\$5,000.00) as her PAGA  
3 Representative Payment, made in her capacity as PAGA Representative to compensate her for  
4 initiating the Action, performing work in support of the Action, and undertaking the risk of  
5 liability for attorneys' fees and expenses in the event she was unsuccessful in the prosecution of  
6 the Action. Defendant will not oppose a PAGA Representative Payment of not more than  
7 \$5,000.00. The Claims Administrator will pay the PAGA Representative Payment approved by  
8 the Court from the MSN. Payroll taxes, withholdings, and deductions will not be taken from the  
9 PAGA Representative Payment, and instead a Form 1099 will be issued to Plaintiff with respect to  
10 that payment. Plaintiff agrees to assume all responsibility and liability for the payment of taxes  
11 due on the PAGA Representative Payment. Any portion of the PAGA Representative Payment  
12 not awarded shall remain part of the MSN for inclusion in the NSN.

13  
14                   **d.       Payment to Claims Administrator.** The Claims Administrator will be  
15 paid from the MSN its reasonable fees and expenses as approved by the Court in an amount  
16 currently estimated to not exceed Three Thousand Dollars and No Cents (\$3,000.00).

17  
18                   **e.       Payment to the LWDA.** The Parties will jointly apply to the Court for  
19 approval of a settlement of claims under PAGA for One Hundred Sixty-Six Thousand and Four  
20 Hundred Fifty Dollars and No Cents (\$166,450.00), which is the remaining amount from the MSN  
21 less PAGA Counsel's fees, PAGA Counsel's litigation expenses, the PAGA Representative  
22 payment, and payment to the Claims Administrator. From this remaining amount, 75% will be  
23 paid to the Labor & Workforce Development Agency ("LWDA"), which equals One Hundred  
24 Twenty Four Thousand Eight Hundred and Thirty Seven Dollars and Fifty Cents (\$124,837.50).  
25 The remaining 25% will stay in the NSN for distribution to PAGA Members, which equals Forty  
26 One Thousand Six Hundred and Twelve Dollars and Fifty Cents (\$41,612.50).

27  
28                   **14.       Allocation of NSN and Calculation of Settlement Shares.** Subject to the terms

1 and conditions of this Agreement, the Claims Administrator will calculate a settlement share from  
2 the NSN for each PAGA Member. The Settlement Share for each PAGA Member will be  
3 calculated as follows, understanding that the formula below does not constitute an admission by  
4 Defendant, and is intended only to provide a practical means to simplify and administer the claims  
5 process:

6  
7 **a. Allocation.** Each settlement share is allocated one hundred percent (100%)  
8 as penalties (for which 1099s will be issued).

9  
10 **b. Settlement Ratio Calculation.** The Claims Administrator shall assign to  
11 each PAGA Member a "Settlement Ratio," which shall be a fractional number comprised of (i)  
12 that PAGA Member's Individual Work Weeks as the numerator, and (ii) the aggregate total of all  
13 PAGA Members' Individual Work Weeks as the denominator. The Claims Administrator shall  
14 assign to each PAGA Member the "Settlement Share" which shall be calculated by multiplying  
15 that PAGA Member's Settlement Ratio by the amount allocated to PAGA Members from the  
16 NSN.

17  
18 **15. Settlement Share Worksheet.** Upon calculation of the PAGA Members'  
19 Settlement Share, the Claims Administrator shall furnish to PAGA Counsel and Defense counsel a  
20 worksheet containing a list of the names of the PAGA Members with their corresponding  
21 Individual Work Weeks and Settlement Shares.

22  
23 **16. Release of Claims by Plaintiff and PAGA Members.** This settlement  
24 contemplates that as of the Effective Date, all Aggrieved Employees, including Plaintiff, releases  
25 all claims for civil penalties pursuant to California Labor Code §§ 2698 *et seq.*, known as the  
26 Labor Code Private Attorneys General Act of 2004 ("PAGA") against Partners Personnel –  
27 Management Services, LLC and their present and former parents, subsidiaries, co-employers, and  
28 each of their respective present and former owners, boards, directors, officers, trustees,

1 shareholders, members, partners, employees, agents, attorneys, representatives, successors and  
2 assigns, and present and former parents, subsidiaries, affiliated and related parties, and each of  
3 them ("Released Parties"), including any and all claims, debts, liabilities, demands, actions, or  
4 causes of actions of every nature and description that were alleged or that reasonably could have  
5 been alleged based on the factual allegations contained in the Complaint that Plaintiff filed with  
6 the Los Angeles County Superior Court, for civil penalties pursuant to the PAGA for underlying  
7 violations of the following: California Labor Code sections, 201, 202, 203, 204, 210, 221, 223,  
8 226, 226. 7, 227. 3, 256, 510, 512, 558, 558. 1, 1174, 1194, 1194. 2, 1197, 1197. 1, 1198, 1199,  
9 2802, 2808, applicable Wage Orders, and Code of Regulations, Title 8, 11040(7)(A)(3) by  
10 allegedly failing to provide meal and rest periods, failing to pay meal and rest period premiums,  
11 failing to properly record meal and rest periods, failing to pay for all hours worked, failing to  
12 timely pay wages, failing to pay minimum wages, failing to pay overtime wages, failing to pay  
13 double time wages, failing to provide accurate written wage statements, failing to provide suitable  
14 seating, failing to timely pay final wages, or failing to reimburse for business expenses. So that  
15 there is no doubt, this release only releases claims for civil penalties under PAGA.

16  
17 **17. Waiver of Known and Unknown Claims.** Plaintiff waives all rights and benefits  
18 afforded by Section 1542 of the Civil Code of the State of California, and does so understanding  
19 the significance of that waiver, which states:

20  
21 **"A general release does not extend to claims which the creditor or releasing**  
22 **party does not know or suspect to exist in his or her favor at the time of**  
23 **executing the release, and that, if known by him or her, would have**  
24 **materially affected his or her settlement with the debtor or released party."**

25  
26 **18. Motion for Approval of Settlement by the Court.** Subject to Defendant's review  
27 and approval prior to filing, PAGA Counsel will move the Court for an order granting Approval of  
28 the Settlement (the "Motion for Approval") and approving the PAGA Settlement Notice attached

1 hereto as **Exhibit "1."** At the hearing on the Motion for Approval, PAGA Counsel will submit an  
2 Order Granting Approval of Settlement, and Approval of Notice to Aggrieved Employees. Should  
3 the Court decline to approve the Settlement in its entirety, the Settlement will be null and void and  
4 the Parties will have no further obligations under this Settlement Agreement.

5  
6 **19. Duties of Claims Administrator to send Notice to PAGA Members.** The Parties  
7 have agreed to the appointment of Simpluris, Inc., (the "Claims Administrator") or such other  
8 independent administrator as the Court might appoint. The Claims Administrator's estimate of its  
9 costs/fees for the administration of the settlement is \$3,000.00. The actual fees and costs of the  
10 Claims Administrator which will be paid out of the MSN, will not be known until all claims are  
11 administered, and could vary materially from the estimate.

12  
13 **20. List of PAGA Members.** Within thirty (30) days after the Court grants Preliminary  
14 Approval of the Settlement, Defendant shall provide to the Claims Administrator:

15  
16 **a.** An electronic database of all PAGA Members' last known mailing address,  
17 Social Security number and employee identification number ("PAGA Members' Data").

18  
19 **b.** Corresponding to each PAGA Member's name, Defendant shall provide a  
20 figure indicating the total number of Pay Periods during the Class Period in which that PAGA  
21 Member performed any work for Defendant as an hourly or non-exempt employee in California.  
22 That number of Pay Periods shall be referred to as that PAGA Member's "Individual Pay Periods."  
23 If any of the PAGA Members' Data is unavailable to Defendant, Defendant will so inform PAGA  
24 Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the  
25 PAGA Members' Data prior to when it must be submitted to the Claims Administrator. PAGA  
26 Members' Data will otherwise remain confidential and will not be disclosed to anyone, except as  
27 necessary to applicable taxing authorities, or pursuant to Defendant's express written authorization  
28 or by order of the Court.

1           **21. Notice to PAGA Members.** Upon receipt of the Names and addresses, the  
2 Administrator will run the same through the NCOA database to obtain current address  
3 information. Within fifteen (15) days of its receipt of the Class Data, the Claims Administrator  
4 will mail to each PAGA Member by first-class mail a Notice packet containing a Notice of  
5 Pendency of Class Action Settlement, Proposed Settlement, and Hearing Date for Final Court  
6 Approval (“Notice”) in the form attached hereto as **Exhibit “1”** and approved by the Court.  
7 Included in the Notice packet will be a PAGA Member Settlement Information Sheet, which shall  
8 include the PAGA Member’s first and last name, last known address, employee identification  
9 number, PAGA Member’s Individual Work Weeks during the Class Period, and the estimated  
10 amount of the PAGA Member’s Settlement share, in the form attached hereto as **Exhibit “2.”**  
11

12           **a. Mailing of Class Notice.** Within fourteen (14) days after receiving the  
13 PAGA Members’ Data, or as soon thereafter as it can do so, the Claims Administrator will mail  
14 the Class Notice Packets to all identified PAGA Members via first-class U.S. mail using the  
15 mailing address information provided by Defendant, unless modified by any updated address  
16 information that the Claims Administrator obtains in the course of administration of the  
17 Settlement.  
18

19           **b. Returned PAGA Settlement Notice.** If a PAGA Settlement Notice is  
20 returned because of an incorrect address, the Claims Administrator will promptly, and not later  
21 than ten (10) days from receipt of the returned packet, search for a more current address for the  
22 PAGA Member and re-mail the PAGA Settlement Notice to the PAGA Member. The Claims  
23 Administrator will use the PAGA Members’ Data and otherwise work with Defendant’s Counsel  
24 and PAGA Counsel to find a more current address. The Claims Administrator will be responsible  
25 for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee,  
26 to trace the mailing address of any PAGA Member for whom a PAGA Settlement Notice is  
27 returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include the  
28 tracking of all undelivered mail; performing address searches for all mail returned without a

1 forwarding address; and promptly re-mailing to PAGA Members for whom new addresses are  
2 found. If the PAGA Settlement Notice is re-mailed, the Claims Administrator will note for its  
3 own records and notify PAGA Counsel and Defendant's Counsel of the date and address of each  
4 such re-mailing as part of a weekly status report provided to the Parties.  
5

6 **22. No Right of Aggrieved Employees to Object or Opt-Out.** The Parties agree there  
7 is no statutory right for any Aggrieved Employee to object, opt out or otherwise exclude himself  
8 or herself from the Settlement. Except as otherwise stated, Plaintiff will vigorously defend against  
9 any attempt by an Aggrieved Employee or by any entity or agency (other than the LWDA,  
10 consistent with the LWDA's statutory duties and obligations) to intervene in this matter or object  
11 to/opt-out of this settlement. The Parties further agree there is no right or opportunity for any  
12 Aggrieved Employee to appeal the approval of the Settlement by the Court. The Parties will  
13 cooperate in opposing objections made to the Settlement or any appeal filed with respect to the  
14 Court's approval order and judgment.  
15

16 **23. Declaration of Claims Administrator.** Not later than fourteen calendar days (14)  
17 days after the period of time for which settlement checks shall be negotiable (180 days), the  
18 Claims Administrator will provide the Parties for filing with the Court a declaration of due  
19 diligence setting forth its compliance with its obligations under this Agreement. The Claims  
20 Administrator will supplement its declaration of due diligence if any material changes occur from  
21 the date of the filing of its prior declaration  
22

23 **24. Right to Void Settlement Agreement.** If the Court ultimately does not grant final  
24 approval of the Settlement or grants final approval conditioned on any material change to the  
25 Settlement, then either Party will have the unilateral right to void the Settlement in its entirety; if  
26 that occurs, the Parties will have no further obligations under the Settlement, including any  
27 obligation by Defendant to pay the MSN, NSN or any amounts that otherwise would have been  
28 payable under this Agreement, except that Defendant and Plaintiff will jointly and equally pay the

1 Claims Administrator's reasonable fees and expenses incurred as of the date that the Party  
2 exercises the right to void the Settlement under this paragraph. However, an award by the Court  
3 of a lesser amount than that sought by Plaintiff and PAGA Counsel for the PAGA Representative  
4 Payment, the PAGA Counsel Fees Payment, or the PAGA Counsel Litigation Expenses Payment,  
5 will not constitute a material modification to the Settlement within the meaning of this paragraph  
6 and shall not render the Settlement voidable. Plaintiff and PAGA Counsel shall retain the right to  
7 appeal awards of attorneys' fees and costs less than requested.

8  
9 **25. Final Judgment.** Upon approval of the Settlement by the Court at or after the  
10 Approval Hearing, the Parties will present for the Court's approval and entry a Proposed Final  
11 Order and Judgment. The Final Order and Judgment shall permanently bar all PAGA Members  
12 from prosecuting against Defendant any claims within the scope of the Releases contained in this  
13 Agreement.

14  
15 **26. Continuing Jurisdiction.** After entry of the Judgment, the Court will have  
16 continuing jurisdiction over the Action and the Settlement solely for purposes of (a) enforcing this  
17 Agreement, (b) addressing claims administration matters, and (c) addressing such post-Judgment  
18 matters as may be appropriate under court rules or applicable law.

19  
20 **27. Uncashed Settlement Share Checks.** Any checks issued by the Claims  
21 Administrator to PAGA Members shall be negotiable for one hundred and eighty (180) calendar  
22 days. Those funds represented by checks returned as undeliverable and those checks remaining  
23 un-cashed for more than 180 days after issuance (collectively, "Voided Settlement Checks") will  
24 be sent to the Controller of the State of California, in the name of that PAGA Member, to be held  
25 pursuant to the Unclaimed Property Law for the benefit of the PAGA Member until such time as  
26 they claim their property, as allowed by law. California Civil Code § 1500 et seq. The Parties  
27 agree this disposition results in no "unpaid residue" under California Civil Procedure Code § 384  
28 (b), as the entire Net Settlement Amount will be paid to Settlement PAGA Members, whether or

1 not all checks are cashed. Because no unpaid residue will exist, Defendant will not be required to  
2 pay any interest on the uncashed checks.

3  
4 **28. Final Report by Claims Administrator to Court.** Within ten (10) days after final  
5 disbursement of all funds from the Settlement Account, the Claims Administrator will serve on the  
6 Parties for filing with the Court a declaration providing a final summary report on the  
7 disbursements of all funds from the Settlement Account.

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

21  
22 **30. No Effect on Other Benefits.** The Settlement Shares will not result in any  
23 additional employee benefit payments (such as pension, ERISA, 401(k), vacation, or bonus) and  
24 shall not have any effect on the eligibility for, or calculation of, any employee benefit. Plaintiff  
25 and PAGA Members are deemed to have waived all such claims, whether known or unknown by  
26 them, as part of their release of claims under this Agreement.

27  
28 **31. No Admission of Liability.** Defendant denies that it engaged in any unlawful

1 activity, failed to comply with the law in any respect, or has any liability to anyone under the  
2 claims asserted in the Action. This Agreement is entered into solely for the purpose of  
3 compromising highly disputed claims. Nothing in this Agreement is intended or will be construed  
4 as an admission of liability or wrongdoing by Defendant, or an admission by Plaintiff that any of  
5 his claims were non-meritorious or any defense asserted by Defendant was meritorious. This  
6 Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no  
7 bearing on, and will not be admissible in connection with, any litigation (other than solely in  
8 connection with the Settlement).

9  
10 **32. Integrated Agreement.** After this Agreement is signed and delivered by all  
11 Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement  
12 between the Parties relating to the Settlement, and it will then be deemed that no oral  
13 representations, warranties, covenants, or inducements have been made to any Party concerning  
14 this Agreement or its exhibits other than the representations, warranties, covenants, and  
15 inducements expressly stated in this Agreement and its exhibits.

16  
17 **33. Modification.** This Stipulation of Settlement may not be changed, altered, or  
18 modified, except in a writing signed by the Parties hereto and approved by the Court. This  
19 Stipulation of Settlement may not be discharged except by performance in accordance with its  
20 terms or by a writing signed by all of the Parties hereto.

21  
22 **34. Attorney Authorization.** PAGA Counsel and Defense Counsel warrant and  
23 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate  
24 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate  
25 its terms, and to execute any other documents required to effectuate the terms of this Agreement.  
26 The Parties and their counsel will cooperate with each other and use their best efforts to effect the  
27 implementation of the Settlement. In the event the Parties are unable to reach agreement on the  
28 form or content of any document needed to implement the Agreement, or on any supplemental

1 provisions that may become necessary to effectuate the terms of this Agreement, the Parties will  
2 seek the assistance of the Court, and in all cases, all such documents, supplemental provisions and  
3 assistance of the court will be consistent with this Agreement.

4  
5 **35. Modification of Agreement.** This Agreement, and all parts of it, may be amended,  
6 modified, changed, or waived only by an express written instrument signed by all Parties or their  
7 successors-in-interest.

8  
9 **36. Agreement Binding on Successors.** This Agreement will be binding upon, and  
10 inure to the benefit of, the successors of each of the Parties.

11  
12 **37. Applicable Law.** All terms and conditions of this Agreement and its exhibits will  
13 be governed by and interpreted according to the laws of the State of California, without giving  
14 effect to any conflict of law principles or choice of law principles.

15  
16 **38. Cooperation in Drafting.** The Parties have cooperated in the drafting and  
17 preparation of this Agreement. This Agreement will not be construed against any Party on the  
18 basis that the Party was the drafter or participated in the drafting.

19  
20 **39. Costs and Fees.** The Parties shall all bear their own costs, attorneys' fees, mediator  
21 fees, and other fees incurred in connection with this Settlement Agreement and in connection with  
22 the Actions and Plaintiff's claims, except as otherwise set forth specifically herein.

23  
24 **40. Fair Settlement.** The Parties and their respective counsel believe and warrant that  
25 this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived  
26 at this Agreement through arms-length negotiations, considering all relevant factors, current and  
27 potential.

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

3  
4       **42. Notice.** All notices, demands or other communications given under this Agreement  
5 will be in writing and deemed to have been duly given as of the third business day after mailing by  
6 United States mail, addressed as follows:

7  
8       To PAGA Counsel:

9       Shaun Setareh, Esq.  
10       Brian Louis, Esq.  
11       Setareh Law Group  
12       420 N Camden Drive  
13       Beverly Hills, CA 90210

To Defense Counsel:

Timothy B. Nelson  
Kyle W. Owen  
Medina McKelvey LLP  
925 Highland Pointe Drive, Suite 300  
Roseville, California 95678

14       **43. Execution in Counterpart.** This Agreement may be executed in one or more  
15 counterparts. All executed counterparts and each of them will be deemed to be one and the same  
16 instrument provided that counsel for the Parties will exchange between themselves original signed  
17 counterparts. Facsimile signatures will be presumptive evidence of execution of the original,  
18 which shall be produced on reasonable request. Any executed counterpart will be admissible to  
19 prove the existence and contents of this Agreement.

20       **44. No Assignments.** The Parties hereto represent, covenant, and warrant that they  
21 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,  
22 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of  
23 action, or rights herein released and discharged.

24       **45. PAGA Counsel Signatories.** It is agreed that, because the members of the  
25 Settlement Group are so numerous, it is impossible or impractical to have each such PAGA  
26 Member execute this Stipulation of Settlement. The Notice will advise all PAGA Members of the  
27 binding nature of the release, and such shall have the same force and effect as if this Stipulation of  
28

1 Settlement were executed by each Member of the Settlement Group.

2  
3 DATED: August \_\_\_\_\_, 2024

PARTNERS PERSONNEL – MANAGEMENT  
SERVICES, LLC

4  
5 By: \_\_\_\_\_

6  
7 DATED: August 13, 2024

8  
9 

By: \_\_\_\_\_

ID fJvqwqjS2ZvC4yFSJKCS8TMd

SUSAN ENCISO

10  
11  
12 **APPROVED AS TO FORM AND CONTENT:**

13 DATED: August \_\_\_\_\_, 2024

SETAREH LAW GROUP  
Attorneys at Law

14  
15  
16 By: 

SHAUN SETAREH  
BRIAN LOUIS

17  
18 Attorneys for SUSAN ENCISO

19 DATED: August \_\_\_\_\_, 2024

MEDINA MCKELVEY LLP  
Attorneys at Law

20  
21  
22 By: \_\_\_\_\_

TIMOTHY B. NELSON  
KYLE W. OWEN

23  
24  
25 Attorneys for PARTNERS PERSONNEL –  
MANAGEMENT SERVICES LLC